# C@Ueruinsurance.com

# Essentials Insurance Policy wording

### **Essentials Products:**

Computer Equipment
Tuition Fees and Rental Protection
Accidental Damage
Personal Accident
All Risks | Specified Items
Mobile Phone
Pedal Cycle
Digital Download Cover
Examination and Coursework
Musical Instruments
Unspecified Items All Risks
Excess Protection Cover

### **Your Essentials Insurance Policy**

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### YOUR ESSENTIALS INSURANCE POLICY

This document forms part of **your** Essentials insurance policy and should be read in conjunction with **your schedule**. **Your schedule** indicates the section(s) and **sum insured** covered by this policy. **Your** policy tells **you** exactly what is and what is not covered and how **we** will settle claims and other important information.

### **COVER PROVIDED**

**You** need to be aware that all contracts of insurance are subject to certain exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered. We have set out 'what is covered' to the left of each page and 'what is not covered' to the right. **We** have listed words with special meanings under 'definitions' on pages 4, 5 and 6; they are printed in bold type whenever they appear in the policy.

There are also some general exclusions which apply to all sections of **your** policy and **we** have listed these on pages 23 & 24.

There are conditions of the insurance that you will need to meet as your part of this contract. The conditions set out when we would cancel your policy (page 22) and when you must tell us of a change of address (page 23). Please take the opportunity to read the Policy Conditions

### SECTIONS OF YOUR POLICY WHICH APPLY TO YOU

The sections, which apply to you, are shown on your schedule. Your schedule indicates the sum insured for personal possessions, specified Items and computer equipment together with any optional covers chosen and additional special terms which may apply.

You must read your possessions policy, schedule and any endorsements together to ensure that the cover meets your requirements and that the details are correct. If they are not you MUST contact us immediately. Your possessions policy schedule and any endorsements are the basis of the contract between you and us - please keep them in a safe place.

### **INSURERS**

This policy has been arranged on behalf of Cover4insurance.com.

Cover4insurance.com is a trading style of UK & Ireland Insurance Services (Online) Limited. UK & Ireland Insurance Services (Online) Limited is authorised & regulated by the Financial Conduct Authority. Firm Number: 312248. This can be checked by visiting the FCA's website at www.fca.org.uk.

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopius Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

### **GOVERNING LAW**

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

### **CANCELLATION**

We hope that **you** are happy with the cover this policy provides. However, if after reading this document and **your schedule**, this insurance does not meet with your requirements, please return it to Cover4insurance.com within 14 (fourteen) days of issue and **we** will refund **your** premium in full.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **the insured** at his last known address. Provided the premium has been paid in full, **the insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance minus a £10 administration charge except where:

- The notification of cancellation is received by us less than 4 months prior to the expiry date of the policy in which case no refund will be made.
- Your premium is £40 or less in total in which case no refund will be made.
- You have claimed during the insurance period.
- You can cancel after the 14 day 'cooling -off' period and you will be entitled to a pro-rata refund of your premium, less an administration fee. Please see General condition 5 on page 22.

### **SEVERAL LIABILITY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

### **GUIDANCE WHEN MAKING A CLAIM**

### **Claim Notification**

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require **you** to provide **us** with any assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- · Details of the loss or damage together with claim value if known
- · Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may however request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements or utility bills
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### **Preferred Suppliers**

**We** take pride in the claims service **we** offer to **our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **we** consider it appropriate, and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay **our** customer a cash settlement, then payment will normally not exceed the amount **we** would have paid our preferred supplier.

### **DEFINITIONS**

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS		
Accident / Accidental This means a sudden, unexpected unusual specific event, which occurs at a definable time and place.			
All Risks Anywhere within the United Kingdom.			
Bodily Injury Is sustained by the insured person during the period of insurance is caused by an accident and occasions the disablement of the insured person within twelve calendar months from the date of the accident.			
Computer Equipment  Desktop computer equipment, laptop & portable computers.			
Credit Card(s) Credit, cheque, charge and cash dispenser cards all belonging to <b>you</b> solely for private use.			
<b>Desktop Computer Equipment Your</b> monitor, hard drive, mouse, keyboard, printer, and accessories up to £150 in total including preloaded computer software.	<ul> <li>Equipment used for business purposes.</li> <li>Loss or erasure of, or any damage, distortion or corruption to records, data programs and software.</li> <li>Indirect loss of any kind.</li> <li>Laptop &amp; portable computers.</li> </ul>		
<b>Disablement</b> Means physical incapacity that entirely prevents <b>you</b> from attending to major duties of <b>your</b> own studies.			
<b>Doctor</b> A registered Medical Practitioner in the <b>United Kingdom</b> or any other physician acceptable to <b>us</b> .			
Endorsement A change of your details or cover which appears on your schedule and forms part of your possessions policy.			
Excess The first part of any claim you must pay. If claims are made under two or more sections for loss or damage resulting from the same cause at the same time only one excess will be deducted from the total amount of the claim payment. In this case the highest excess will apply.			
Forcible and Violent Entry Forcible and violent entry or exit to or from your accommodation, which is evident by damage to the building at the point of entry/exit.			
Insured Address The room or rooms occupied by you at the address stated on your schedule.			
Laptop & Portable Computers Includes all small hand held or lap held computers defined as but not limited to laptop, palmtop, PDA's or tablets.	<ul> <li>Desktop computer equipment.</li> <li>Games consoles.</li> </ul>		

### **DEFINITIONS** (continued)

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
Money Coins or bank notes in current circulation, cheques, traveller's cheques or banker's drafts. Postal or money orders, gift vouchers, current postage stamps that are not part of a stamp collection. Saving certificates, premium bonds or saving stamps. Luncheon vouchers, trading stamps, telephone cards, current travel or other tickets with a fixed monetary value all belonging to you.	<ul> <li>Securities, promotional vouchers, lottery and raffle tickets and Avios vouchers.</li> <li>Money used or held for business purposes.</li> </ul>
Occupied The insured address is left unoccupied for no more than 30 consecutive days.	
Period of Insurance As shown in your schedule.	
Personal Possessions All household goods and clothing belonging to you or household goods rented to you for which you are legally responsible under a written agreement making you responsible for insuring them.	<ul> <li>Caravans, boats, motor vehicles, trailers, vessels, aircraft, surf &amp; sailboards and their respective parts or accessories.</li> <li>Mobile phones their accessories and related costs.</li> <li>Securities or documents of any kind.</li> <li>Living creatures.</li> <li>Personal possessions used for business purposes.</li> <li>Pedal cycles and accessories.</li> <li>Property more specifically insured by this or another policy.</li> <li>Desktop computer equipment and accessories.</li> <li>Laptop &amp; portable computers and accessories.</li> <li>Contact lenses.</li> <li>Money and credit cards.</li> </ul>
Possessions Policy This comprises of your policy booklet, your schedule and any endorsements.	
Pre-existing medical condition  Any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately prior to the start of insurance:  • you knew about, or should reasonably have known about, or  • you had seen, or arranged to see, a doctor about.	
Replacement Value The cost of replacing items as new, except for clothing, household linen, rented household goods, where a deduction is made for wear and tear.	
Schedule The document detailing the sections of your possessions policy, which states your sums insured and any special terms and conditions, which may apply.	
Sickness Means your sickness, which declares itself during the period of insurance and causes your disablement within twelve months of declaring itself.	

### **DEFINITIONS** (continued)

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print. We** have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
Single Article Limit The limit that applies to any individual item insured.	
Sum Insured The amount stated for each section of cover as shown in your schedule or notified to you at renewal.	
United Kingdom England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.	
Unoccupied Where you have not stayed in the insured address for 30 consecutive days or more prior to a loss being discovered.	
Valuables Any article of gold, silver or other precious metal, jewellery, pearls or gemstones. Watches or clocks. Works of art, pictures and curios. Collections of stamps, coins, bank notes or metals. Furs or leather Jackets.	
We / Us / Our This insurance is underwritten 100% by Lloyd's Syndicate 4444. Lloyd's Syndicate 4444 is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopius Managing Agents Limited's registered office is Gallery 9, One Lime Street, London EC3M 7HA. Registered Number: 01514453.	
You / Your / The Insured The person named as the policyholder in your schedule.	

### SECTION 1: COMPUTER EQUIPMENT| COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

### **WHAT IS COVERED**

### WHAT IS NOT COVERED

**We** will pay up to the amount shown in **your schedule** for theft or accidental damage to **your computer equipment** occurring anywhere within the **United Kingdom.** 

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Computer Equipment | Cover Anywhere Within The UK.
- The cost of replacing data and software, which has not been purchased commercially.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or damage by any heating process.
- Loss or damage occurring in the insured address when the insured address is unoccupied for 30 consecutive days or more.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

### **SECTION 2: TUITION FEES & RENTAL PROTECTION.**

Cover only applies if shown in your schedule

### WHAT IS COVERED

We will pay up to the **sum insured** selected and shown in **your schedule** in any one **period of insurance** in respect of:

- 1. the pro-rata reimbursement of course fees (which are non-refundable), and/or
- the pro-rata reimbursement of rent paid in advance or due under a signed Rental Agreement, subject to a 14 day deferred period:

### if, during the period of insurance

- a) you become temporarily totally disabled as a result of sickness or accidental bodily injury which results in your disablement and you are unable to remain in your rented accommodation, or
- b) in the event of your death, or
- c) your college/university is unable to honour their obligations in respect of the course fees you have paid in advance.

#### **Conditions**

- We will require a Doctor's Certificate or letter confirming the accident / sickness from a practising qualified medical practitioner in the UK. Such Certificate/letter to be obtained at your own expense.
- In the event of a claim, a medical advisor(s) appointed by us shall be allowed as often as may be deemed necessary to examine you.
- In the event of de-registration from the course of study you must notify the educational establishment and accommodation provider of the withdrawal as soon as reasonably possible

### WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any claim arising relating to a College/University that has not achieved Highly Trusted Status (HTS) on the UKVI Tier 4 Sponsor list prior to purchasing this policy.
- More than the sum insured chosen for tuition fees and rent applicable to the **period of insurance** and for any fees relating to a previous **period of insurance**.
- Any claim arising from a pre-existing medical condition.
- No cover shall be in force for the first 14 days (the deferred period) or the first £50 of any claim whichever is the higher.
- Any amounts recoverable from elsewhere or or if you are released from your obligations by the educational establishment or accommodation provider.
- Any claim for Residential Fees unless suitable tenancy agreement is provided evidencing your legal liability for payment of Residential Fees.
- Any claim directly or indirectly consequent upon or contributed to by:
  - a) Your neurosis, psychoneurosis, psychopathic, or mental diseases or disorders of any type.
  - b) Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex however the syndrome has been acquired or may be named.
  - You committing, or attempting to commit suicide or intentional self-inflicted injury.
  - d) **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - e) Your own criminal act.
  - f) You being under the influence of alcohol.
  - g) You being wholly or partly under the influence of drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner, but not for the treatment of drug addiction.
  - You being engaged in winter sports, mountaineering, racing or any form of operational duties as a member of the armed forces or Territorial Army.
  - You engaging in aviation except when travelling by air as a paying passenger.
  - You engaging in parachute jumping, bungee jumping or free fall jumping, skin-diving involving breathing apparatus, potholing, hang-gliding or participating in any dangerous sports other than as part of the course of study.
- Any claim if **you** are under 16 or over 75 years of age (except where prior agreement has been made).

### **SECTION 3: ACCIDENTAL DAMAGE**

Cover only applies if shown in your schedule.

### WHAT IS COVERED

# We will pay up to the amount shown in your schedule for accidental damage occurring within your insured address in respect of:

Audio equipment, camera equipment, **computer equipment**, games consoles, television, video and DVD players, owned by **you**.

### WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Accidental Damage.
- Theft from any private motor vehicle.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- Loss or damage by any heating process.
- Damage to any property, appliance, or any part of it (whether belonging to you or not) failing correctly to recognise or respond to any date whether occurring before, during or after the year 2000.

### **SECTION 4: PERSONAL ACCIDENT**

Cover only applies if shown in your schedule

### WHAT IS COVERED

We will pay you any appropriate benefit specified below should you sustain injuries resulting solely and directly from accidents caused by external violent and visible means arising during the period of insurance within the United Kingdom, which directly and independently of any other cause results in disablement as specified within 12 months of the occurrence.

### **Benefits**

Please note that benefits are determined by the **sum insured** shown on **your schedule**.

Sum Insured Selected	£10,000	£25,000	£50,000			
Permanent Total Disablement as a result of accidental bodily injury occurring in the United Kingdom during the period of insurance	£10,000	£25,000	£50,000			
Total loss of or loss of use of:						
Visual power of both eyes	£3,750	£9,375	£18,750			
Right arm	£3,500	£8,750	£17,500			
One leg	£3,500	£8,750	£17,500			
Left arm	£3,250	£8,125	£16,250			
Right hand	£3,000	£7,500	£15,000			
Left hand	£2,500	£6,250	£12,500			
Auditive power of both ears	£2,500	£6,250	£12,500			
One foot	£2,500	£6,250	£12,500			
Right forefinger	£750	£1,875	£3,750			
Left forefinger	£600	£1,500	£3,000			
Right ring or middle finger	£400	£1,000	£2,000			
Left ring or middle finger	£300	£750	£1,500			
Big toe	£250	£625	£1,250			
Other toe	£150	£375	£750			

Where any benefit specifies right or left, the benefit shall be reversed if **you** are left-handed.

Permanent Total Disablement means total inability to continue studies or engage in any gainful employment.

Loss of use other than severance must last for two years before compensation is payable, and at that time be beyond likelihood of any improvement.

### WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Personal Accident.
- Any claim where you cannot supply a report from your own doctor or consultant at your own expense if required by us. We may require you to be further medically examined by our doctor, you shall as often as required agree to medical examination at our expense.

Cover does not apply to circumstances arising out of or in any way connected with or caused by:

- Ballooning, bungee jumping, scuba diving, aviation other than travelling as a fare-paying passenger on a scheduled flight, gliding, paragliding, hang-gliding, micro lighting, motor rallying, parachuting, parascending, professional sports, racing of any kind other than on foot, climbing, solo sea sailing, mountaineering, pot holing, caving, polo, show jumping, hunting on horseback, motorcycling as a rider or passenger, jet skiing or jet biking, high diving, white water rafting, canoeing, skiing, ski racing, ski jumping, bobsleighing, tobogganing, ice hockey or any other sport or pastime involving exceptional risk of accident.
- The use of machinery.
- Any pre-existing physical defect or infirmity.
- Mental illness, the effects of alcohol or drugs, suicide or attempted suicide or deliberate exposure to unnecessary danger.
- Solvent abuse.
- Whilst a detainee in any prison establishment.
- Whilst driving with more than the legally permitted level of alcohol in the blood.

### SECTION 5: SPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

We will pay up to the sum insured specified in your policy schedule for theft or accidental damage to your specified items listed in your schedule occurring anywhere within the United Kingdom.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for each specified item listed under the Specified Items | Cover Anywhere Within The UK section.
- Accidental loss.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
  - Wear and tear, depreciation or any gradually operating cause.
  - Faulty design or workmanship or the use of faulty materials.
  - Moths, insects, parasites, beetle or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- · Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or damage by any heating process.
- The cost of replacing data and software, which has not been purchased commercially.
- Pedal cycles and accessories.
- Mobile phones and accessories.
- Musical instruments and accessories.
- Customs or other official body confiscating your belongings.
- · Loss or damage caused by pets.

### **SECTION 6: MOBILE PHONES | COVER ANYWHERE WITHIN THE UK**

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

We will pay up to the sum insured stated in the schedule for:

### A. Accidental damage

Repair or replacement to the same or similar specification of the insured phone if the insured phone is subject to **accidental** damage.

### **B.** Accidental loss

Replacement to the same or similar specification if the insured phone is subject to **accidental** loss.

### C. Theft

Should the insured phone be stolen **we** will replace it with a mobile phone of the same or similar specification.

### D. Malicious damage

Repair or replacement to the same or similar specification of the insured phone, if the insured phone is damaged through the intentional or deliberate acts of any other party other than **you**.

In addition, we will also pay for:

### E. Mechanical breakdown

Repair or replacement to the same or similar specification of the insured phone, up to a maximum of  $\mathfrak{L}500$ , if the insured phone is subject to mechanical breakdown, which is outside of the manufacturer's guarantee period.

### F. Accessories

Accessories up to £150 that were **accidentally** lost, stolen or damaged at the same time as **your** insured phone.

### G. Unauthorised Calls:

**Contract phones** – should the insured phone be used without **your** permission following its theft or by call cloning **we** will pay up to £250 provided the police and **your** airtime provider have been notified, within 24 hours of the discovery of the theft.

"Pay as You Go" phones – If you have a "Pay as You Go" type phone, then our liability will be limited to a maximum of  $\mathfrak{L}20$ .

Please note: The original insured phone will become **our** property in the event of replacement.

### • The excess shown in your schedule.

- Any amount above the sum insured stated on your
- Any amount above the **sum insured** stated on **your** schedule for Mobile Phones | Cover Anywhere Within The UK
- Any amount above £500 for malicious damage of the insured phone.
- Any amount above £150 for accessories which were accidentally lost, stolen or damaged at the same time as your insured phone.
- Any claim occurring outside the United Kingdom.
- Any loss suffered as a result of not being able to use the insured phone.
- For theft of the insured phone, any claim:
  - From an unattended motor vehicle except where all steps have been taken to conceal the insured phone e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated.
  - From any convertible vehicle unless concealed in a locked boot.
  - Where **you** have left the insured phone unattended.
  - Where **you** have not taken all precautions to prevent the theft of the insured phone.
  - Where theft of the insured phone has not been reported to the police and recorded as a theft and allocated a crime reference number.
  - Where **you** have not notified **your** airtime provider within 24 hours of the discovery of the theft.
- For accidental loss of the insured phone, any claim:
  - Where loss of the insured phone has not been reported to the police and recorded as a theft and allocated a crime reference number.
  - Where you have not notified your airtime provider within 24 hours of your discovery of the incident.
- Damage caused by:
  - You deliberately damaging or neglecting the insured phone.
  - Not following the manufacturer's instructions.
  - Pets.
- Accidental damage where the insured phone has not been sent to us for inspection.
- Malicious damage caused by an immediate family member.
- Repair or replacement cost for:
  - Loss caused by a manufacturer's defect or recall of the insured phone.
  - Loss, damage or theft of smart or SIM cards unless installed in the insured phone and in your possession.
  - Calls made after the insured phone has been stolen if a phone lock has not been installed.
  - Any cosmetic damage to the insured phone.
  - Any repairs carried out by persons not authorised by us.
  - Loss, damage or recoverable under the terms of any other guarantee, warranty or insurance.
  - Loss, damage or theft of a smart or SIM card which has not been removed from the insured phone before the insured phone is sent off to be repaired.
  - The cost of repairing or replacing accessories, peripherals or electrical connections and any loss caused by their use unless stated on **your schedule**.
  - Any mobile phone purchased from outside the United Kingdom.

## SECTION 7: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS)

Cover only applies if shown in your schedule.

### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

#### Accessories

means equipment added and fixed to the frame in addition to the *pedal cycle* specifically mentioned in **your schedule** including trailers and passenger carrying trailers and not otherwise specifically excluded.

### Bodily injury

means identifiable physical injury, caused directly and solely by an **accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury).

### Pedal Cycle

means any *pedal cycle* including tricycle and tandem, trailer cycle or push scooter powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act and is specified in **your schedule**.

#### Territorial Limits

means the **United Kingdom**, in which **you** must be a resident. Cover is extended within Europe for a maximum of 45 days during the **period of insurance**, subject to any repairs being carried out in the **UK** by repairers approved by **us**.

### WHAT IS COVERED

### WHAT IS NOT COVERED

We will pay up to the amount shown in your schedule for:

### A. Accidental damage

Repair or replacement to the same or similar specification of **your** insured *pedal cycle* if **your** insured *pedal cycle* is subject to **accidental** damage.

The most **we** will pay for *pedal cycle accessories* is £150.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (Within Europe For Up To 45 Days).
- Pedal cycle accessories unless the pedal cycle is damaged at the same time.
- Loss or damage whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.
- Any claim outside of the territorial limits.
- Any claim arising directly or indirectly as a result of:
  - you deliberately damaging or neglecting the pedal cycle;
  - you not using or maintaining the pedal cycle in accordance with the manufacturer's instructions;
  - routine servicing, inspection, maintenance or cleaning.
- Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the *pedal cycle*.
- · Loss or damage caused by pets.
- Any claim relating to corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- Any loss or damage caused to the *pedal cycle* in transit
  - It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - It is transported on public transport where **you** accompany it on the same journey.

# SECTION 7: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS) (continued)

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

### **B.** Accidental loss

Replacement to the same or similar specification if **your** insured *pedal cycle* is subject to **accidental** loss.

Where only part or parts of the *pedal cycle* have been lost, **we** will only replace that part or parts.

The most **we** will pay for *pedal cycle accessories* is  $\mathfrak{L}150$ .

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (Within Europe For Up To 45 Days).
- Pedal cycle accessories unless the pedal cycle is lost at the same time.
- Loss whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.
- Any claim outside of the territorial limits.
- Any claim for accidental loss if you are unable to clearly identify the time, date and place of loss of your pedal cvcle.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.

### C. Theft

Should **your** insured *pedal cycle* be stolen **we** will replace it with a *pedal cycle* of the same or similar specification.

The most  $\mathbf{we}$  will pay for pedal cycle accessories is £150.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (Within Europe For Up To 45 Days).
- Pedal cycle accessories unless the pedal cycle is stolen at the same time.
- Any claim outside of the territorial limits.
- Theft from **unattended** motor vehicles.
- Any theft claim that is not:
  - accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.
  - reported to the Police within 48 hours of discovery of the incident.
- Loss whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.
- Theft of any unattended pedal cycle unless in a building or securely locked to a permanent fixture through the frame of the pedal cycle.
- Loss or damage caused if your pedal cycle is left outside of a locked building for a period of 24 hours or more unless stored in designated cycle storage on campus for not more than 30 days.
- Any loss caused to the pedal cycle in transit unless:
  - It is transported by a recognised transport firm and a receipt obtained for the journey, or
  - It is transported on public transport where you accompany it on the same journey.

# SECTION 7: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS) (continued)

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

### D. Public Liability

We will pay up to £1,000,000, for amounts which you become legally liable to pay, including costs and expenses incurred with our written consent, in defence of a claim for damages as a result of you being in possession of your insured pedal cycle and causing:

- a) bodily injury by accident, or
- b) damage to property

happening during the period of insurance.

**We** will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **us** in writing.

If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.

- The excess shown in your schedule.
- Any claim outside of the territorial limits.
- Liability in respect of:
  - bodily injury to any member of your family or who lives with you.
  - damage to property owned by you or in your care or under the control of you or any member of your family or who lives with you or any person employed by you.
  - any trade, profession, business or employment or student placement.
  - any contract which **you** have entered into unless legal liability would have attached anyway.
  - any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.
- Any wilful or malicious act by you.
- Any liability:
  - as a result of the *pedal cycle* being used for racing, competitions or professionally.
  - which happens outside the **period of insurance**.
  - as a result of the use, ownership or possession of any mechanically propelled vehicle (other than a *pedal cycle*).

### E. Replacement bike hire within the United Kingdom We will pay \$70 per week up to maximum of \$420 fr

We will pay £70 per week up to maximum of £420, for the cost of hiring an alternative pedal cycle from a recognised reputable bike dealer whilst awaiting repair or replacement of **your** *pedal cycle* when the subject of an approved claim.

- Any amount above £70 per week and £420 in total in respect of the cost of hiring an alternative pedal cycle.
- Any hire costs that:
  - have not been agreed with us prior to you incurring the costs.
  - cannot be substantiated with an invoice from a recognised supplier.
  - are greater than a normal charge through a recognised supplier.
  - are incurred by anyone other than you.
- Any hire costs that are greater than the:
  - value of your pedal cycle or
  - the repair costs to your pedal cycle.

### **SECTION 8: DIGITAL DOWNLOAD COVER**

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

**We** will pay up to the amount shown in **your schedule** for the cost of replacing digital, downloaded pictures, movies, ring tones, real tones and music that **you** have already paid for the following:

- Loss of computer equipment, MP3/MP4 player, PDA or smart phone.
- Hard drive failure.
- An insured cause occurring within the period of insurance.
- The excess shown in your schedule.
- Any amount above the sum insured stated in your schedule for Digital Download.
- Any claim arising directly or indirectly by any cause not included under "what is covered".
- Any claim unless full details are provided in the form of supporting information, such as receipt or other proof of purchase, together with confirmation that the digitally downloaded material cannot be recovered without cost to the policyholder.
- Accidental loss.
- Any amounts recovered from elsewhere.

### **SECTION 9: EXAMINATION AND COURSEWORK COVER**

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

**We** will pay up to the **sum insured** shown in **your schedule** in respect of costs you necessarily incurred to re-sit exams or reproduce coursework as a direct result of:

- A burglary to the insured address.
- The insured address being un-inhabitable due to fire, burst pipes, storm, vandalism, flood, explosion, lightning or earthquake.
- Impact to the insured address involving a vehicle, train or aircraft.
- Accidental death of a parent or guardian who is resident in the United Kingdom.

- The excess shown in your schedule.
- Any amount above the sum insured stated in your schedule for Examination and Coursework.
- Any cost not incurred as a direct result of your examination re-sit or reproduction of coursework.
- Any costs which you cannot produce a receipt.
- Any claim in relation to death of a parent or guardian not supported by a death certificate.
- Any claim not relating to the period of insurance stated on your schedule.
- No cover shall be in force for the first 14 days (the deferred period).

### SECTION 10: MUSICAL INSTRUMENTS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

### WHAT IS COVERED

# We will pay up to the **sum insured** shown in **your schedule** for **accidental** damage to, theft or loss of **your** musical instruments anywhere within the **United Kingdom**.

We will also pay the costs up to £100 of hiring a temporary replacement musical instruments whilst the insured item is undergoing repair or awaiting replacement.

### WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Musical Instruments | Cover Anywhere Within The UK.
- Loss or damage to your musical instruments occurring at any place of entertainment where they have been left overnight, unless handed to the proprietor or manager of the place of entertainment for safe keeping locked away in secure storage with any installed security devices in operation.
- Where your musical instruments are kept temporarily in any place which is not your insured address. Except where they have been handed to the management of an entertainment venue for safe keeping, the cover is operable providing that the musical instruments is in a secure locked room, with any security devices in operation, up to a maximum period of 72 hours at a time
- Any claim for damage to your musical instruments resulting from:-
  - Wear, tear or any gradually operating cause or determination, inherent or latest defect.
  - Wet or dry rot, mildew, frost, rust or corrosion.
  - Insects, vermin or woodworm.
  - Dyeing or restoration or any commercial process of cleaning or repairing.
  - Faulty design or workmanship on the use of the faulty materials.
- Accessories or parts unless the instrument is damaged or stolen at the same time.
- Breakage of strings and/or reeds and/or drum heads.
- Loss or damage arising from electronic, electrical or mechanical breakdown, failure or derangement.
- · Loss or damage caused by:-
  - Climatic or atmospheric conditions.
  - Dampness, dryness, shrinkage, contamination or extremes of temperature.
  - Effects of sunlight, fading, changes in colour texture or finish.
- Theft by any person or persons to whom the property is entrusted.
- Loss of or damage to your musical instruments whilst left in an unattended vehicle.
- Any portable computer equipment.
- Delay, confiscation, nationalisation or detention by customs or other government or public authority.
- Depreciation or diminution in the value of your musical instruments following repair.
- Any losses or costs that is not directly associated with the incident that caused you to claim, unless specifically stated in the policy.
- Damage to your musical instruments sustained in travel unless they are securely packed in a purpose designed, rigid bodied case.
- Accidental damage to cymbals.

### SECTION 11: UNSPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in your schedule

### WHAT IS COVERED

### WHAT IS NOT COVERED

We will pay up to the amount shown in your schedule for theft or accidental damage to your unspecified personal possessions anywhere within the United Kingdom.

- The excess shown in your schedule.
- Any amount above the sum insured stated on your schedule for Unspecified Items | Cover Anywhere Within The UK.
- Any single item in excess of £250.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
  - Wear, tear or any gradually operating cause or determination, inherent or latest defect.
  - Faulty design or workmanship on the use of the faulty materials.
  - Moths, insects, parasites, beetles or vermin.
  - Corrosion, fungus, mildew or rot.
  - Atmospheric or climatic conditions, frost or the action of light.
  - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
  - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.
- The cost of replacing data and software, which has not been purchased commercially.
- Laptop & portable computers and accessories.
- Pedal cycles and accessories.
- Mobile phones and accessories.
- Musical instruments and accessories.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

### **SECTION 12: EXCESS PROTECTION COVER**

Cover only applies if shown in your schedule.

Your schedule will show the annual aggregate limit you have chosen.

### **Definitions**

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

### Annual aggregate limit

means the maximum amount payable in the **period of insurance** as shown in **your schedule**. Once the *annual aggregate limit* is exhausted this section of **your** policy is automatically cancelled and **you** are then liable for all and any future **excess** amounts as shown in **your schedule**.

### Waived or reimbursed

means a claim where a third party has already made good the excess shown your schedule.

### WHAT IS COVERED

# We will pay you an amount equal to the amount of the excess in relation to each settled claim under each section of this policy, up to your cover limit shown on your schedule.

Cover will only operate when the **excess** under each section of this policy is exceeded following the successful claim payment.

The maximum amount payable under this **policy** will be the annual aggregate limit, as shown on **your schedule**.

### WHAT IS NOT COVERED

- Any claim that any section of this policy does not respond to or the excess is not exceeded.
- Any claim that is refused under this policy.
- Any contribution or deduction from the settlement of your claim, other than the stated policy excess, for which you have been made liable.
- Any claim that has been waived or reimbursed.
- Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.

### **BASIS OF SETTLING CLAIMS**

### How we settle claims for Personal Accident

- 1) We will pay any benefit under this policy to you if you are living, otherwise to your estate.
- 2) Interest will not be added to any amount payable.
- 3) We shall only pay one benefit in connection with the same accident.
- 4) You must produce for us any medical certificates and other evidence which may be required to support your claim.
  In addition you must submit to a medical examination at our expense as often as is required in connection with any claim.
- 5) If an **accident** happens which gives rise to a claim and for which **we** make payment under permanent total **disablement** or total loss of one or more limbs or eyes, the policy shall cease to apply.

### How we settle claims for mobile phones and games consoles.

- 1) Replacement Equipment If a mobile phone/games console cannot be replaced with an identical mobile phone/games console of the same age and condition, we through our preferred suppliers, will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original mobile phone/games console. We cannot guarantee that the replacement mobile phone/games console will be the same colour as the original item. Where an equivalent refurbished item is not available, we will replace with new.
- 2) Repairs Repairs will be carried out using readily available parts. Where possible **we** will use original parts but in some cases, unbranded parts may be used.
- 3) If **we** agree not to repair or replace an item, **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through **our** preferred suppliers.
- 4) Where an **excess** applies, this will be taken off the amount of **your** claim.

### How we settle claims for all other sections of the policy.

1) If an item has been damaged and it can be economically repaired we, cover4insurance.com or their representative will either arrange or authorise repair and we, cover4insurance.com or their representative will pay the cost of repair. Otherwise, we, cover4insurance.com or their representative will replace the item with a new one of similar quality through our preferred suppliers, or we, cover4insurance.com or their representative will pay the replacement cost of a new item of similar quality.

If we, cover4insurance.com or their representative agree not to repair or replace an item, we, cover4insurance.com or their representative will make a cash or voucher settlement equal to the cost we would have paid for replacement or repair through our preferred suppliers.

- 2) We, cover4insurance.com or their representative will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set, suite or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific item or part of one item or to a clearly defined area.
- 3) **We,** cover4insurance.com or their **representative** will not pay for any loss of value to any item, which **we** have repaired or replaced.
- 4) Where an excess applies, this will be taken off the amount of your claim.
- 5) If loss or damage happens and the **sum insured** on your **schedule** is less than the cost of replacing all your possessions as new, **we**, cover4insurance.com or their **representative** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

The most **we**, cover4insurance.com or their **representative will** pay for any one claim is the amount it will cost **us** to replace all your possessions as new but not more than the **sum insured** and any limits shown in **your schedule**.

### **CLAIMS CONDITIONS**

- 1) **We,** cover4insurance.com or their representative are entitled in the event of any loss of or damage to property to enter any building where the loss or damage has occurred and to take and keep possession of all such property and to deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- 2) Send any claim form, application notice, legal document or other correspondence sent to you to us straightaway without being answered. Written notice must also be given to us immediately you have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this policy. No admission, offer, promise, payment or indemnity made or given by or on behalf of you without our written consent.
- 3) **We,** cover4insurance.com or their **representative** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **our** own benefit any claim under this policy.
- 4) **We,** cover4insurance.com or their **representative** will be entitled at any time in **our** or **your** name to take steps for the recovery of any part of the property insured or for securing reimbursement in respect of any loss or damage and **you** will give **us** all the information and assistance **we** may reasonably require. Upon payment of any claim under this policy (other than for repair) any part of the property insured in respect of which payment is made will belong to **us** subject to **your** right to reclaim it upon repayment to **us** of the amount paid.
- 5) If at any time any claim arises under this policy and there is other insurance covering the same loss or liability or any part thereof **we** shall not pay more than a rateable proportion of such claim.
- 6) If **you** are a victim of theft, riot, vandalism or something is lost, tell the police within 24 hours of discovering the loss or damage and ask for an incident number, then tell **us** as soon as **you** can.
- 7) **You** must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.
- 8) You must provide us with all the details and evidence which we ask for concerning the cause and amount of any loss, damage or injury. Where we have asked you for specific information relevant to your claim we will pay for any reasonable expenses you incur in providing us with the information. You must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

### WHAT IS COVERED

**We** will repair or replace the lost or damaged property or pay in cash or vouchers the amount of the loss or damage.

If the damage can be repaired but repair or reinstatement is not carried out, **we** will pay the reduction in the value of the item in cash or vouchers resulting from the damage, but not exceeding the estimated cost of repair.

**We** will not automatically reinstate the **sum insured** under **your** policy in the event of a claim, unless **we** have given **you** written notice to the contrary before payment.

### WHAT IS NOT COVERED

- We will not pay more in total than the sum insured stated on your schedule and this must be adequate to cover the full cost of replacing as new all items, other than clothing, household linen and rented household goods, and college/university property on loan.
- We will deduct an amount for wear, tear and depreciation in respect of:
  - Clothing and household linen.
  - Rented household goods.
  - College/university property on loan.
- Set in your schedule or in this policy are limits in respect of individual items or groups of items:
  - TV, Game Consoles, Video, DVD players including portable radios, cassettes or compact disc players.
  - Photographic equipment (including film slides, negatives and photographic prints) video cameras and camcorders.
  - Jewellery, watches musical instruments and other valuables.
  - CD's, video audio cassettes, discs, records, cartridges, CD ROM's and computer games.

### GENERAL CONDITIONS APPLICABLE TO YOUR WHOLE POLICY

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

### 1) The Value of Your Property

You must notify us immediately if at any time the sums insured for your personal possessions, computer equipment, and all risks extensions are less than the cost of replacing all these items as new, except for clothing and household linen, rented goods and college/university property on loan where a deduction will be made for wear and tear.

If at any time the **replacement value** exceeds the **sum insured** on **your schedule**, in the event of a claim, **your** financial position could be seriously prejudiced by the application of the average condition.

### 2) Average

We will not pay more than the total sum insured stated on your schedule. If at the time of a loss or damage you own or are legally responsible for personal possessions, computer equipment, and all risks items, which in total has a greater value than the sum insured, we will only be able to settle claims at the percentage you are insured for. For example, if the value shown on your schedule only represents 80% of the full replacement cost, then we will not pay more than 80% of your claim.

### 3) Taking Care

You must at all times

- a) Take all steps to prevent accident, loss or damage.
- b) Take all steps to ensure that all external doors and accessible windows to the **insured address** or the building, which contains the **insured address**, are fitted where possible with adequate locks, which should be left operative whenever the **insured address** is left **unoccupied**.
- c) Maintain all the property insured in a sound condition and allow us to have at all times access to it.
- d) On discovery of any event which may give rise to a claim you must without delay:
  - i) Give written notice to **us** stating all particulars known to **you.**
  - ii) If any part of the property insured is lost, stolen, or damaged by thieves, notify the police immediately and do everything possible to discover any guilty person and recover the missing property.
  - iii) Supply to **us** all such proofs, information and other evidence relating to the claim as **we** may require. Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any expenses **you** incur in providing **us** with the information.

No claim can be settled unless notified to us in accordance with the terms of this condition.

### 4) Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy all benefit to **you** will be forfeited.

### 5) Cancellation

- a) Please refer to the 'Fraud condition on page 22. **We** may also cancel the policy where **we** have identified serious grounds, such as
  - i) failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
  - ii) the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
  - iii) the use of foul or abusive language;
  - iv) nuisance or disruptive behaviour

We will contact you at your last known address and, where possible, seek an opportunity to resolve the matter with you. Where a solution cannot be agreed between us, we may cancel the policy by giving you 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

- b) You may cancel this policy, in which case you will be entitled to a pro rata refund of your premium less a £10 administration charge except where:
  - i) The notification of cancellation is received by **us** less than 4 months prior to the expiry date of the policy, in which case no refund will be made.
  - ii) Your premium is £40 or less in total in which case no refund will be made.
  - iii) You have claimed during the insurance period.
- c) If **you** cancel this policy within the first 14 days, as long as **you** have not made a claim, **we** will refund all the premium **you** have paid.

### 6) Arbitration

If any difference arises as to the amount being paid under this policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with any statutory provisions for the time being in force. Where any difference is by this condition to be referred to **arbitration** the making of any award shall be a condition precedent to any right of action against **us**.

### 7) Change of address

**You** must notify **us** of any change of address in writing within 14 days if cover is to apply in any address other than the **insured address**. Where the **insured address** is a designated hall of residence, there will be no cover under this insurance beyond 14 days given for such notification. A new policy will then be required.

#### 8) Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

### GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY

These exclusions apply to the whole policy

### 1) Radioactive contamination

We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by or arising from

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2) War Risks

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of terrorism or war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 3) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 4) Pollution or contamination

**We** will not pay for any claim or expense of any kind caused directly or indirectly by pollution or contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All pollution or contamination, which arises out of one incident, shall be deemed to have occurred at the same time such incident takes place.

### 5) Reduction in value

**We** will not pay for any reduction in the value of the property insured following repair, reinstatement or replacement paid for under this policy.

### 6) Miscellaneous exclusions

We will not pay for:

- a) Any liability arising from an agreement, which would not have existed in the absence of that agreement.
- b) Any accident, injury, loss or damage occurring before the cover under this policy started.
- c) Any loss or damage caused by deception, unless it is only entry that is gained by deception.
- d) Any liability arising directly or indirectly from any business, profession or trade.
- e) Any liability arising directly or indirectly from the transmission of any communicable disease.
- By you or any person living with you.
- f) Any property primarily owned or held in trust in connection with any business, profession or trade, other than that relating to the letting of **your** property.
- g) Any property used for entertaining where any form of payment is received.

### 7) Uninsurable Risks

We will not pay for:

- a) The cost of maintenance.
- b) Damage caused by wear and tear, atmospheric and climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradually operating cause.
- c) Damage caused by the process of cleaning, dyeing, repair or restoration.
- d) Mechanical or electrical breakdown.
- e) Damage to any property or appliance by or resulting from the failure of part of it (whether belonging to **you** or not) correctly to recognise or respond to any date whether occurring before, during or after the year 2000.
- f) Confiscation or detention by order of any government, public or police authority.

### 8) Matching items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a

set or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

### 9) Existing and deliberate damage

**We** will not pay for any loss or damage, which happens before this cover starts, or which arises from an event before cover starts or any loss or damage caused deliberately by **you** or any member of **your** family.

### 10) Terrorism

This insurance does not cover any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, terrorism means the use or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government(s) or put any section of the public in fear.

### **HOW TO MAKE A CLAIM**

1) Cover4insurance.com will deal with all claims. **You** must refer all correspondence and telephone enquiries to cover4insurance.com at the following address:

Cover4insurance Claims Team, Stream Claim Solutions, 60 Spring Gardens, Manchester M2 2BQ

Telephone: 0161 974 1101

Check **your** policy to ensure that the cause of the loss or damage is covered. **Your schedule** will show which cover sections are operative.

- 2) If you have a valid claim, obtain a claim form from cover4insurance.com. Complete and return it along with:
  - a) Receipts, bills, valuations or repair estimates as appropriate for all claims for loss or damage.
  - b) Full details of accident or injury and early prognosis for personal accident claims.

All claims for theft or loss must be reported to the police.

- 3) Remember that some of **your** cover (for example personal liability) is provided to cover **you** against claims made by others. If **you** are held responsible for loss, damage or injury it is essential that **you**:
  - a) Tell us immediately and provide details in writing as soon as possible and
  - b) Send any claim form, application notice, legal document or other correspondence sent to **you** to **us** straightaway without being answered.
- 4) In some cases **we** may arrange either for a member of **our** staff or an independent chartered loss adjuster to discuss **your** claim with **you**. This is not always necessary but when it is **we** will advise **you** of the name and address of the loss adjuster and monitor progress of the claim for **you**.

Please do not worry if **we** arrange for a loss adjuster or member of staff to visit **you**. It is a normal claims procedure and aims to speed up consideration of claims.

Certain types of claim will be considered directly by the insurers if referred to them by cover4insurance.com.

### COMPLAINTS PROCEDURE

### **OUR COMMITMENT TO CUSTOMER SERVICE**

Our aim is to provide you with a high quality service at all times, although we do appreciate that there may be instances where you feel it is necessary to lodge a complaint.

If you do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note, however, that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

#### Step 1

Should **you** have any query or complaint regarding service, **you** can contact cover4insurance.com by telephone, letter, or e-mail.

Tel: 0161 772 3390

Postal Address:
Cover4insurance.com
UK & Ireland Insurance Services (Online) Limited,
The Stables,
Old-Co-op Yard,
Warwick Street,
Manchester,
M25 3HB.

E-mail: customerservices@cover4insurance.com

Should **you** have any query or complaint regarding the way **your** claim has been dealt with, please contact the Cover4insurance Claims Team as follows:

By telephone: 0161 974 1101

By writing to: Cover4insurance Claims Team, Stream Claim Solutions, 60 Spring Gardens, Manchester, M2 2BQ.

By email: complaints@streamcs.co.uk

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's Fidentia House Walter Burke Way Chatham Maritime Kent ME4 4RN

Tel: +44 (0)20 7327 5693 Email: complaints@lloyds.com

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at http://www.lloyds.com/complaints. Alternatively, **you** may ask Lloyd's for a hard copy.

#### Step 3

If you still remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The contact information is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles). Tel: 0300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs). Email: complaint.info@financial-ombudsman.org.uk

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than 2 million and fewer than ten staff. Contact details for the Financial Ombudsman Service are noted above in Step 3.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

Alternatively, if **you** purchased **your** insurance online, please note that **you** can, if **you** wish, also submit **your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: http://ec.europa.eu/consumers/odr/

This does not affect **your** right to submit **your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **your** complaint to the Financial Ombudsman Service (FOS).

### **DATA PROTECTION NOTICE**

**We** and Cover4insurance.com are the data controller(s) (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 www.canopius.com.

If you do not have access to the Internet, please write to the Group Data Protection Officer (address below) with your address and a copy will be sent to you in the post.

In summary:

We and Cover4insurance.com may, as part of our agreement with you under this contract, collect personal information about you, including:

- · Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and Cover4insurance.com will also collect personal information about any additional people who you wish to be insured under the policy.

We and Cover4insurance.com may also collect sensitive personal information about you, and any additional people who you wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

• Medical records to validate a claim should you be claiming for sickness or an accident.

We and Cover4insurance.com collect and process your personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to us or which process information on our behalf (for example, premium collection and claims validation, or for communication purposes related to your cover). We will ensure that they keep your information secure and do not use it for purposes other than those that we have specified in our Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** and Cover4insurance.com will keep **your** personal information only for as long as **we** believe is necessary to fulfill the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** and Cover4insurance.com will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If you have any concerns about how your personal data is being collected and processed, or wish to exercise any of your rights detailed in our Privacy Notice, please contact:

Group Data Protection Officer Canopius Managing Agents Limited Gallery 9 One Lime Street London EC3M 7HA UK

Email: privacy@canopius.com Tel: + 44 20 7337 3700

### FINANCIAL SERVICES COMPENSATION SCHEME

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.

### **IMPORTANT CONTACTS**

### **MAKE A CLAIM**

Download a claim form cover4insurance.com
Telephone 0161 974 1101

E-Mail claims@cover4insurance.com

### **GENERAL ENQUIRIES, RENEWALS & POLICY ADJUSTMENTS**

Please contact Cover4insurance:

By telephone: 0161 772 3390

By Email: customerservices@Cover4insurance.com

By Post: Cover4insurance,

UK & Ireland Insurance Services (Online) Limited,

The Stables, Old Co-op Yard Warwick Street, Manchester, M25 3HB

Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.

### **OTHER PRODUCTS**

### **Cover4Insurance Products**

Travel Insurance

Caravan Insurance
Event Insurance
Gadget Insurance
Home Insurance
Landlords Insurance
Mobile Phone Insurance
Musical Instrument Insurance
Pedal Cycle Insurance
Personal Cyber Protection Insurance
Pet Insurance
Student Possessions Insurance
Study Abroad Travel Insurance
Tenants Possessions Insurance
Temporary Car Insurance

**Web Address** 

www.cover4insurance.com

**Telephone** 0161 772 3382

Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.

