

# ***Pupils' Personal Property Insurance Policy***

We the Insurers hereby agree, in consideration of the payment of premium specified in the Schedule, to insure against loss in accordance with the Policy terms and conditions.

This Policy, the Schedule including any Schedule issued in addition or substitution and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

## Cover

This insurance covers the *Insured Pupil's Personal Property* against physical loss or physical damage arising from any accidental cause not excluded by this Policy:

1. whilst on the school premises over the period of the official school term;
2. whilst on uninterrupted journeys to and from the school at the beginning and end of each term;
3. during official school trips (for official school trips outside of term time, cover is subject to the pupil being included in this insurance scheme during the previous school term);
4. when property is left on the premises outside of the official school term, with the permission of the school, provided such property is kept in a locked room, designated by the school, and following a loss there is evidence of violent and forcible entry and / or exit to the premises;

within the *Geographical Limits* and occurring during the official school term shown as the Period of Insurance on the Schedule subject always to the limits, terms, conditions and exclusions of this Policy.

## Limit of Liability

The liability of the Insurers shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of any individual Item shown in the Schedule.

## Definitions

These Definitions are applicable to the whole policy, wherever the words appear in *Italics* starting with a Capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the policy.

### Insured Pupil

A pupil of the School named in the Policy Schedule

### Insured Pupil's Personal Property

The personal property of the *Insured Pupil*

### Geographical Limits

The United Kingdom including the Isle of Man, Channel Islands and Eire, including transit between these countries.

The policy will automatically extend to include cover worldwide, up to a maximum of 30 days in any one-year when pupils are travelling in connection with an official school trip under the direct control of a member of the school staff.

## Basis of Claims Settlement

If any insured item which is lost or damaged beyond repair the basis of settlement will be the current replacement value, with no adjustment for wear and tear in respect of items which are equal to or less than 12 months old. For items which are over 12 months old the basis of settlement will be the repair cost or the current replacement value less an adjustment for wear and tear.

## Claims

In the event of a claim you should contact Aon Ltd in the first instance. You can also call the **Brit Claims Line** on: **0800 587 6713**

## Excluded Property

This insurance will not cover loss or damage to:

1. Livestock
2. Watercraft and accessories
3. Motor vehicles and accessories
4. Cash, currency, bank notes and stamps
5. Contact or corneal lenses
6. Watches or jewellery with an individual value in excess of £500
7. Jewellery with an individual value over £150 unless a valuation can be provided
8. Computer systems records

This insurance will not cover loss arising from misuse of stolen credit cards.

## Exclusions

This insurance will not cover:

1. Loss or damage caused by moth, vermin, wear and tear, gradual deterioration or electrical or mechanical breakdown or derangement
2. Breakage of sports equipment whilst in use
3. Damage to or deterioration of any article whilst undergoing the process of dyeing, cleaning, repair or renovation
4. Breakage of articles of a brittle nature, other than cameras (excluding flash bulbs), jewellery, binoculars, spectacles, unless such breakage is caused by theft, attempted theft, fire or persons of malicious intent
5. Overwinding, denting, breakage of glass or internal damage of watches or clocks
6. Damage to musical instruments caused by atmospheric and climatic conditions or extremes of temperature, denting, scratching, breakage of strings, reeds or drumheads from any cause
7. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and / or other aerial devices travelling at sonic or supersonic speeds
8. Theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant

## Conditions

9. Mysterious disappearance of items valued over £750 unless said item has been security marked
  10. Accidental loss or damage to tapes, records, cassettes, disc or computer software
  11. Any loss or damage, which at the time of the happening of such loss or damage is insured or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected
  12. The first £15 of each and every loss
  13. Loss of or damage to pedal cycle wheels, tyres, lamps and accessories, unless the cycle is stolen or damaged at the same time
  14. Theft of pedal cycles unless theft occurs whilst the pedal cycle is securely locked to an immovable object or whilst the pedal cycle is securely locked in a building
  15. Loss, damage or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the *Insured Pupil* or not and whether occurring before, during or after the year 2000, to:
    - a correctly recognise any date as its true calendar date
    - b capture save or retain and / or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
    - c capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date but this shall not exclude subsequent damage or consequential loss not otherwise excluded, but in no event shall it include accidental damage, which itself results from a defined peril.
  16. Loss or damage directly or indirectly occasioned by or happening through or in consequence of 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.
  17. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from: ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
1. The Insurers shall be entitled at their sole option to replace or repair any article lost or damaged whether wholly or in part or to pay cash.
  2. In the event of loss or damage the *Insured Pupil* shall, as a condition precedent to liability, give to the Insurers information and evidence as the Insurers may reasonably require as proof of such loss or damage.
  3. If the *Insured Pupil* makes any claim knowing to be false or fraudulent as regards amounts or otherwise this insurance shall become void and all claims hereunder shall be forfeited.

The *Insured Pupil* and the Insurers are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this Insurance Contract shall be subject to English Law.

## Further information

### Data Protection

The information we collect about you is processed for the purpose of the underwriting and management of your Insurance and administering claims. We may pass this information to loss adjusters and reinsurers for these purposes. This may involve the transfers of your information to countries which do not have data protection laws.

Some of the information we collect about You may be classified as 'sensitive' – that is information about criminal convictions or alleged criminal convictions. Data protection laws impose specific conditions in relation to sensitive information, including in some circumstances the need to obtain your explicit consent before we process the information.

You have previously consented to such processing and transfer of information (without which we would be unable to consider offering cover).

However, you may have the right to access to, and correction of, information that we hold about you. Please contact Our Compliance Officer at 55 Bishopsgate, London, EC2N 3AS if you would like to exercise these rights.

### Legal Jurisdiction of this Policy

Under European Law, the parties to a contract are free to choose the law applicable to the Insurance contract. Unless specifically agreed to the contrary prior to acceptance of the application, this insurance is subject to English Law under the jurisdiction of the courts of England and Wales.

### Customer Services and Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact Your Broker from whom you bought your policy of insurance.

In the unlikely event you remain dissatisfied, please contact: -

#### The Customer Relations Officer

Brit Insurance Limited  
55 Bishopsgate,  
London EC2N 3AS

Telephone: **020 7984 8800**  
Fax: **020 7984 8801**  
E-mail: [customer.relations@britinsurance.com](mailto:customer.relations@britinsurance.com)

In the event you wish to pursue matters further you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million.

#### The Financial Ombudsman Service

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Helpline: **0845 080 1800**  
Switchboard: **020 7964 1000**  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS by contacting:

#### Financial Services Compensation Scheme

7th Floor Lloyds Chambers,  
Portsoken Street,  
London E1 8BN

Telephone: **020 7892 7300**  
Fax: **020 7892 7301**  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)