

Pupils' personal effects insurance scheme

POLICY DOCUMENT

www.ecclesiastical.com



Contents

Introduction	3
– How we use your data	3
Making your claim	4
General information	5
– Complaints procedure	5
– The Financial Services Compensation Scheme	6
Definitions	7
Insuring clause	7
Pupils' personal effects cover	8
General Conditions	10
Claims conditions	13

Introduction

Policy information

Please read this policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy, together with any special notices we send you about the policy.

If your needs change, please tell us.

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on **0345 6073274** or email compliance@ecclesiastical.com.

Making your claim

All claims must be notified to Marsh Ltd by calling **01444 335173** 9am to 5pm Monday to Friday or emailing schemes.claims@marsh.com

Marsh will ask you to complete a claim form which must be submitted within a reasonable period and in any event not later than the end of the term following the one in which the event giving rise to the claim occurred.

It is important where property is lost or stolen and the total claim is for £1,000 or more, that the loss or theft is reported to the police and a Crime reference number is obtained.

The action to be taken in the event of any incident which may give rise to a claim is shown in the Claims conditions.

General information

Complaints procedure

If you are unhappy with our products or service, you should in the first instance contact

Marsh Ltd,
Education Practice,
Capital House,
1-5 Perrymount Road,
Haywards Heath,
West Sussex,
RH16 3SY

Tel: **01444 335 174**

Email: Termly.schemes@marsh.com

Alternatively, you can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ

Tel: **0345 777 3322**

Email: complaints@ecclesiastical.com

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: **0800 0 234 567**

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

This complaints handling procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel: **0800 678 1100** or **020 7741 4100**

Fax: **0207 741 4101**

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

Definitions

Each time any of the following appear in bold type they will take the meaning shown below.

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons 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 and/or to put the public or any section of the public in fear.

Company/we/our/us

means Ecclesiastical Insurance Office plc.

Damage

means physical loss, destruction or damage.

Geographical limits

means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Insured school/you/your

means the Insured school or college shown in the schedule.

Insured person(s)

means pupils at the **insured school** whose parent or fee payer has elected to be included in the **insured school's** Pupils' personal effects insurance scheme and have paid the appropriate premium to the school.

Term time

means the period beginning with the **insured person's** direct journey to the **insured school** at the beginning of the school term until the **insured person's** direct return journey home at the end of the school term.

Insuring clause

The policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium (and any insurance premium tax) **we** will provide insurance against damage (as described in and subject to the terms, conditions, limits and exclusions of this policy) occurring during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium.

Pupils' personal effects

Cover

If during the period of insurance the **insured person** suffers **damage** to their personal property during **term time** within the **geographical limits**, **we** will indemnify the **insured person** as per the 'Schedule of Benefits' on the schedule, subject to the terms and conditions set out in this policy.

Worldwide Extension

The cover will automatically extend to include worldwide protection when the **insured person** is travelling:

- a) direct to or from the **insured school** at the beginning or end of each term when the **insured person's** normal place of residence is overseas;
- b) in connection with an official school/college trip under the direct control of a member of the **insured school's** staff.

Cover outside of Term time

- a) Cover will also apply on any official school/college trip outside of **term time** (subject to the **insured person** being included in the Pupils' personal effects scheme during the previous term).
- b) Cover will apply to an **insured person's** personal property left on the **insured school's** premises outside of **term time** with the permission of the **insured school**, provided such property is kept in a locked room designated by the **insured school** and that in the event of theft, there is evidence of violent and forcible entry to the designated room.

Basis of settlement

We may repair or replace the lost or damaged personal property. If **we** replace, this will be as new except for clothing and footwear where **we** will pay the cost of replacing as new less an amount for age and depreciation. If **we** cannot repair or replace the property **we** may pay for the loss or damage in cash.

Limit of liability

Our liability for any one **insured person** shall not exceed the limits shown under the 'Schedule of Benefits' on the schedule.

We will pay up to a maximum of £25 in respect of the cost of the **insured person** obtaining an estimate for repair or replacement where a claim needs to be made.

Exclusions

This policy does not cover the following:

- 1) The first £25 of each and every loss.
- 2) **Damage** to:
 - a) motor vehicles and accessories;
 - b) watercraft and accessories;
 - c) cash, currency, bank notes and stamps;
 - d) contact or corneal lenses;
 - e) items of jewellery, other than watches, with an individual value over £150 unless valuation can be proved;
 - f) mobile phones including smart phones and their accessories, such as carrying cases, battery chargers, hands-free mounting kits, memory cards or external antennae;
 - g) animals;

- h) media downloads, such as MP3s, MP4s, digital films and programmes and computer games, but this shall not apply to loss of any computer application and system software up to a value of £100 any one claim where there is a valid claim for **damage** to the device on which they are stored.
- 3) **Damage** caused by moth, vermin, wear and tear, gradual deterioration or electrical or mechanical breakdown or derangement, unless the electrical or mechanical breakdown or derangement results from accidental damage not otherwise excluded.
- 4) **Damage** to pedal cycle tyres, lamps and accessories, unless the cycle is stolen or damaged at the same time.
- 5) Theft of unattended cycles unless
- a) from a locked building and there is evidence of violent and forcible entry to the premises; or
 - b) whilst securely locked to a permanent fixture.
- 6) **Damage** directly or indirectly caused by or contributed to by or arising from
- a) ionising radiation from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
- 7) **Damage** directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 8) Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
- 9) **Damage** caused by or arising from theft or attempted theft from an unattended vehicle unless
- a) the vehicle is locked at all points of access;
 - b) there are visible signs of forcible and violent entry to the vehicle;
 - c) the property is out of sight.
- 10) **Damage** to tapes, records, cassettes, discs or computer software.
- 11) Reinstatement of data.
- 12) **Damage** resulting from financial default or insolvency.
- 13) **Damage** caused deliberately by **you** or anyone acting on **your** behalf or by the **insured person**.
- 14) **Damage** caused by faulty workmanship, materials, specification or design.
- 15) Property being confiscated by any government, public or police authority.
- 16) 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 time such incident takes place.
- 17) **Damage** that happened prior to an **insured person** being covered by this policy.
- 18) Any **damage** to any computer or other electrical equipment containing a microchip or integrated circuit or any component part which is caused by a failure to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to **us**.

In the event of misrepresentation, misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation, misdescription or non-disclosure is deliberate or reckless.

Where such misrepresentation, misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation, description and disclosure been made;
- b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium.

The reduction in claim payment will represent the percentage difference between the premium you have paid and the premium **we** would have charged **you** had clear representation, description and disclosure been made.

- c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation, description and disclosure been made.

We may apply these additional terms to **your** policy with effect from inception.

2 Reasonable care

It is a condition precedent to liability that **you** shall take all reasonable precautions to prevent **damage**.

3 Alteration of risk

If after the commencement of this insurance:

- a) there is any alteration of risk which increases the risk of **damage**;
- b) **your** interest ceases except by will or operation of law;
- c) an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement;

you must give notice to **us** as soon as is reasonably possible.

4 More specific insurances

Any loss or damage which at the time of happening is insured by or would but for the existence of this insurance be insured by any other more specific existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other more specific policy or policies had this insurance not been effected.

5 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by the **insured person's** or **your** wilful act or with the **insured person's** or **your** connivance **we** may at **our** option:

- a) repudiate the claim;
- b) recover any payments already made by **us** in respect of the claim;
- c) cancel the policy from the date of the fraudulent act.

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address;

- d) retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date.

We will only retain premiums paid in respect of the cover for an **insured person** making a fraudulent claim.

6 Arbitration

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- a) an agreed arbitrator or if an arbitrator cannot be agreed;
- b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

7 Cancellation

Within the cooling-off period

The **insured person's** parent or fee payer may cancel the cover within 14 days of receiving the insurance documents by contacting the **insured school**. A full refund of any premium already paid will be made provided that no claim has been made.

After the cooling-off period

The **insured person's** parent or fee payer may cancel the cover at any time by contacting the **insured school**. The cover will continue until the end of the period for which the premium has already been paid.

The **insured school** may cancel this policy at any time by giving **us** notice in writing and cover for all **insured persons** shall cease from the end of the term during which written notice of cancellation is issued. The **insured school** is responsible for informing all **insured persons** of cancellation. No refund will be provided as the **insured school** and **insured person** will have paid only for the period already covered.

In circumstances other than those in the Policy voidable and Fraudulent claims conditions **we** may cancel the policy by sending fourteen days' notice commencing from the date of posting by special delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover.

8 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such sanction, prohibition or restriction takes effect during the period of insurance **you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing.

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding.

9 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent.

We will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this policy or any section of this policy.

10 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless **your** central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

11 Rights of third parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a condition precedent to liability that

you shall:

- a) take all practicable steps to recover property lost and otherwise minimise the claim;
- b) tell the police as soon as is reasonably possible if the **damage** is caused by thieves, malicious persons, vandals or as a result of riot, civil commotion, strikes or labour disturbances;
- c) tell **us** as soon as reasonably possible;
- d) within 30 days (7 days for **damage** by riot, civil commotion, strikes or labour disturbances) give **us** any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy.

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

