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Warwick Independent Schools Foundation Group Policy Pupils' Personal Possessions Insurance

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Endsleigh Insurance Services Limited, Company No. 856706 registered in England at The Quadrangle, Imperial Square,
Cheltenham, GL50 1PZ.

Introduction

This pupils' personal possessions insurance **Group Policy** has been arranged by Endsleigh on behalf of the **Group Policyholder** for the benefit of the **Group Policyholder** and the **Policyholders**. It contains details of the cover, conditions and exclusions applicable and is the basis on which all claims will be settled.

In return for having accepted the **Premium We** will provide cover to the **Group Policyholder** and **Policyholders** in accordance with the operative sections of this **Group Policy** as referred to in the **Statement of Insurance**.

The **Statement of Insurance** issued together with this **Group Policy** wording and any endorsements, shows which benefits the **Group Policyholder** has chosen, who is covered under this **Group Policy** and when and where cover applies. The **Group Policyholder** and the **Policyholder** should take the time to read this **Group Policy** carefully to ensure that it meets their needs.

This **Group Policy** wording, **Statement of Insurance** and any endorsements all form part of the **Group Policy**. This is a contract between the **Group Policyholder** and **Us**. The **Group Policy** and all communications before and during the **Period of Insurance** will be provided in English.

The Law applicable to this Group Policy

We and the **Group Policyholder** are free to choose the laws applicable to this **Group Policy**. **We** propose to apply the laws of England and Wales and by purchasing this **Group Policy** the **Group Policyholder** has agreed to this.

Group Policy information or advice

The **Group Policyholder** must give a copy of this **Group Policy** wording, **Statement of Insurance** and any endorsements to each **Policyholder** at the time they are accepted for cover under this **Group Policy**.

If the **Group Policyholder** would like more information or feel that this insurance may not meet their needs, please contact your Endsleigh representative.

If you are covered under this **Group Policy (a Policyholder)** and would like more information or feel that this insurance may not meet your needs, contact the **Group Policyholder** at the address shown in the **Statement of Insurance**.

The Insurer

This **Group Policy** is underwritten by Zurich Insurance Company Ltd which is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Data Protection

Endsleigh is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy at www.endsleigh.co.uk/privacy. Zurich's Data protection statement can be found on their website www.zurich.co.uk/dataprotection Paper copies of the statement are available on request via gbz.general.data.protection@uk.zurich.com or alternatively contact, Data Protection Officer, Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

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Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Group Policy**. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

Approved Security Device – means a lock which meets ‘Sold Secure’ Gold standards or which has a security rating of 8 or above.

Excess – means the first amount stated in the Statement of Insurance of each and every claim that each Policyholder will be responsible for paying under each section for which an excess applies.

Cyber Terrorism – the actual use or threat of use of disruptive activities against computers and networks, with the intention to cause harm, spread fear or cause severe disruption of infrastructure.

Group Policy – means the documents consisting of the **Group Policy** wording, the **Statement of Insurance** and any applicable endorsements.

Group Policyholder– means the school stated in the **Statement of Insurance** as being the **Group Policyholder**, that is resident or incorporated within the United Kingdom and which has entered into this **Group Policy** for the benefit of itself and the **Policyholders**.

Pair or Set – items of baggage or valuables forming part of a set or which are usually used together.

Period of Insurance – means the **Group Policy** cover start date and end date shown in the **Statement of Insurance** for which the **Group Policyholder** has taken out this **Group Policy** and for which the **Premium** has been paid. The **Period of Insurance** may, at **Our** discretion, be extended subject to payment of any additional **Premium** required.

Policyholder/ Policyholder's – means any pupil attending the school who is eligible to be covered under this **Group Policy**, for whom the appropriate **Premium** has been paid. A **Policyholder** is not party to this contract which is solely between the **Group Policyholder** and **Us**.

Premium – means the amount that the **Group Policyholder** is required to pay on a termly basis for participation in this **Group Policy**, as stated on the invoice issued, and any adjustment invoices issued from time to time.

School Premises - means the location(s) specified in the **Statement of Insurance**.

Statement of Insurance – means the document detailing the **Insurer**, the **policy number**, the **Period of Insurance**, the **sections which are operative**, **benefits for each section of cover** and **any special terms and conditions which may apply to the Group Policy**.

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 organisations(s) or governments, 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.

Term - means the duration of one of the three periods of attendance at the school during a school year.

Unattended – means when the **Policyholder** is not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

United Kingdom/UK - means England, Scotland, Wales and Northern Ireland.

We/Us/Our – means the **Insurer** shown on the **Statement of Insurance**, Endsleigh Insurance Services Limited, or another agent acting on behalf of the **Insurer**.

General conditions applicable to the Group Policy

Both the **Group Policyholder** and the **Policyholders** must comply with the following conditions to have the full protection of this **Group Policy**.

If the **Group Policyholder** or the **Policyholders** do not comply with such conditions **We** may at **Our** option cancel this **Group Policy**, refuse to deal with any claim or reduce the amount of any claim payment.

1. Dual insurance

If at the time of any incident which results in a claim under this **Group Policy**, there is another insurance covering the same loss, damage, expense or liability, **We** will not pay more than any excess beyond the amount which would have been payable under such other insurance had this **Group Policy** not been effected.

2. Reasonable precautions

Both the **Group Policyholder** and the **Policyholder** must take and cause to be taken all reasonable precautions to avoid loss, theft or damage and also take and cause to be taken all practicable steps to safeguard property from loss or damage and to recover property lost or stolen.

3. Cancellation of the Group Policy

14 Day Cooling Off Period

The **Group Policyholder** may cancel this **Group Policy** and all associated cover sections within 14 days starting from the day the **Group Policyholder** received the **Group Policy** by writing to the address shown in the **Statement of Insurance**. **We** will refund the **Premium** less a charge for any period for which cover applied. **We** also reserve the right to charge a cancellation fee of £20.00. In the event of a claim or an incident likely to give rise to a claim has occurred during the period for which cover applied, no refund of **Premium** will be given.

Cancellation Outside the 14 Day Cooling Off Period

This **Group Policy** may be cancelled:

- a) by the **Group Policyholder** sending **Us** notice to the address shown on the **Statement of Insurance**. **We** will return a proportionate refund of the **Premium** paid in respect of the unexpired term of this **Group Policy**. **We** also reserve the right to charge a cancellation fee of £20.00. In the event of a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance** no refund of **Premium** will be given.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any **Premium** which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If the **Group Policyholder** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
 - Where the **Group Policyholder** fails to respond to requests from **Us** for further information or documentation;
 - Where the **Group Policyholder** has given incorrect information and fails to provide clarification when requested;

- Where the **Group Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
 - Where **We** reasonably suspect fraud;
 - Where there is a change in law or regulation that materially changes the risk insured; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Group Policyholder** or any person acting on their behalf
- c) by **Us** or **Our** authorised underwriting agents if **We** have been unable to collect a **Premium** payment. In this case the **Group Policyholder** will be notified in writing requesting payment by a specific date. If payment is not received by this date the **Group Policyholder** will be written to again notifying them that payment has not been received and giving them seven days' notice for a final payment. If payment is not received by that date **We** will cancel this **Group Policy** with immediate effect and notify the **Group Policyholder** in writing that such cancellation has taken place.

In the event of cancellation of this **Group Policy** by us in accordance with this condition, the **Group Policyholder** must notify the **Policyholders** and/or their legal representatives of such cancellation

4. Withdrawal of Policyholder Participation

A **Policyholder's** participation in the **Group Policy** may be withdrawn:

- a) by a **Policyholder** and/or their legal representatives by giving written notice of that intention to the **Group Policyholder** specified in the **Statement of Insurance**.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Policyholder** and/or their legal representatives and **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If the **Policyholder** and/or their legal representatives advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
 - Where the **Policyholder** and/or their legal representatives fails to respond to requests from **Us** for further information or documentation;
 - Where the **Policyholder** and/or their legal representatives has given incorrect information and fails to provide clarification when requested;
 - Where the **Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
 - Where **We** reasonably suspect fraud;
 - Where there is a change in law or regulation that materially changes the risk insured;
 - Where the **Policyholder** suffers a change in state of health for example they develop a long term or chronic medical condition that requires treatment for more than 12 months; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Policyholder** or any person acting on their behalf.

Any return of **Premium** due to the **Group Policyholder** as a result of a **Policyholder's** withdrawal from participation in the **Group Policy** will be calculated from the date such participation ceases or the date **We** have received written notice whichever is the later. No return of **Premium** will be paid or allowed where such **Policyholder** covered under this **Group Policy** or been the subject of a claim during any period for which cover was provided. **We** also reserve the right to charge a reasonable administration fee.

We reserve the right to not allow a pupil to be included in the **Group Policy** provided that **We** provide written notice to the **Group Policyholder** of not less than one full school **Term**.

5. Sanctions

We will not be held liable to provide cover or make any payments or provide any service or benefit to any **Group Policyholder**, **Policyholder** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Group Policyholder** or **Policyholder** would violate any applicable trade or economic sanctions law or regulation.

6. Third Party Rights

The **Group Policyholder**, **Policyholder** and **We** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Group Policyholder**, **Policyholder** and **We** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Claims conditions

In the event of the **Group Policyholder** or any **Policyholder** wanting to make a claim against the **Group Policy**, they must comply with the following conditions to have the full protection of the **Group Policy**. To make a claim, phone the telephone number detailed below.

If the **Group Policyholder** or any **Policyholder** does not comply with the claims conditions **We** may at **Our** option cancel the **Group Policy**, refuse to deal with any **claim** or reduce the amount of any claim payment.

1. Claims

To make a claim **We** should be notified by email, phone or write to **Us** at the address given below:

CEGA Travel Claims, PO Box 127,
Cheesemans Lane, Funtington Park,
Chichester, West Sussex, PO18 8WQ
Tel: +44(0) 1202 038 946
Email: claims@cegagroup.com

The notification must be made within 31 days or as soon as possible thereafter following any incident, event or the discovery of any loss, theft or damage which may give rise to a claim under this **Group Policy**.

The **Group Policyholder** and/or **Policyholder** must also inform **Us** if they are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. The **Group Policyholder**, the **Policyholder** and/or anyone acting on their behalf must not negotiate admit or repudiate any claim without **Our** written consent.

The **Group Policyholder**, the **Policyholder** and/or their legal representatives must supply at their own expense all information, evidence and details of household insurance as required by **Us**. All claimants under this **Group Policy** must retain any property which is damaged, and, if requested, send it to **Us** at their own expense. If **We** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **Our** property. **We** may refuse to reimburse a claimant for any expenses for which they cannot provide receipts or bills or proof of ownership such as an original receipt, a valuation, original user manual or bank credit card statement.

2. Subrogation

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Group Policyholder** or the **Policyholder's** name for **Our** benefit against any other party.

3. Fraud

The **Group Policyholder** and the **Policyholders** must not act in a fraudulent manner. If the **Group Policyholder**, a **Policyholder** or anyone acting on their behalf;

- a) Makes a claim under the **Group Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- b) Makes a statement in support of a claim knowing the statement to be false in any respect or
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect or

- d) Makes a claim in respect of any loss or damage caused by the **Group Policyholder** or a **Policyholder's** wilful act or with their connivance

Then

- a) **We** shall not pay the claim
- b) **We** shall reserve the right not to pay any other claim which has been or will be made under the **Group Policy**
- c) **We** may at **Our** option declare the **Group Policy** void
- d) **We** shall be entitled to recover from the **Group Policyholder** and/or the **Policyholder** the amount of any claim already paid under the **Group Policy**
- e) **We** shall not make any return of **Premium**
- f) **We** may inform the Police of the circumstances.

4. Paying Claims

All claims

- a) If a **Policyholder** is 18 years or over, **We** will pay the claim to the **Policyholder** and the **Policyholder's** receipt shall be a full discharge of all liability by **Us** in respect of the claim.
- b) If a **Policyholder** is aged under 18 **We** will pay the appropriate claim to the **Policyholder's** parent or legal guardian for the **Policyholder's** benefit. The **Policyholder's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

Pupils' personal possessions

What is covered

If during the **Period of Insurance**, for which the **Premium** has been paid on behalf of the **Policyholder**, the **Policyholder's** personal possessions are accidentally lost, stolen or damaged during a **Term**

- a) whilst on the **School Premises** within the **United Kingdom**
- b) worldwide whilst travelling:
 - i. **Directly** to or from school at the beginning or end of each **Term**
 - ii. in connection with an official school trip under the immediate control of a member of the school staff, including trips made during holiday periods at the end of the **Term** provided that the **Policyholder** was covered under this **Group Policy** during the previous **Term**.

We will pay up to the amount stated in the Statement of Insurance, subject to the maximum amounts shown for:

- a) any one article, **Pair or Set** of articles
- b) pedal cycles
- c) individual watches and items of jewellery
- d) individual items of jewellery without a valuation
- e) computer application and system software

Provided that the **Policyholder** was covered under this **Group Policy** during the previous **Term**, cover under this section will be automatically extended to include possessions left on **School Premises** outside the official school **Term**, with the permission of the school and provided such property is kept in a locked room, designated by the school.

What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Any loss, theft of or damage to personal possessions whilst off **School Premises** unless travelling as described under items b) i) and b) ii) of What is covered.
3. Any loss, theft of or damage to:
 - a) Motor vehicles and water-craft and their parts or accessories
 - b) Money including coins or bank notes, currency, cheques, travellers' cheques, postal or money orders, gift cards, unused current postage stamps and savings stamps, saving certificates or premium bonds.
 - c) Contact or corneal lenses
 - d) Mobile phones, smartphones and other telecommunications equipment, including their accessories such as memory cards, carrying cases, battery chargers, hands-free kits and the like.
 - e) Any living creature
4. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown, unless the mechanical or electrical breakdown or derangement results from accidental damage.
5. Theft of or malicious damage to possessions left on **School Premises** outside the official school **Term** unless there is evidence of violent and forcible entry to the designated room.
6. Loss of or damage to pedal cycle tyres, lamps and accessories, unless the cycle is stolen or damaged at the same time.
7. Theft of pedal cycles unless the theft occurs from a locked building and there is evidence of violent and forcible entry to the premises or whilst locked to an immovable object via an **Approved Security Device** through its frame and there is evidence of the **Approved Security Device** suffering violent and forcible removal or damage.
8. Theft from a parked **Unattended** motor vehicle unless the item was entirely hidden out of sight, all windows and doors were locked and all security systems were activated and there is evidence of violent and forcible entry.

What is not covered (continued)

9. Accidental loss of or damage to tapes, records, cassettes, discs or computer software. Media downloads, such as MP3s, MP4s, digital films and programmes and computer games.
10. Any claim for damage caused by the **Policyholder**.
11. a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
b) **Cyber Terrorism, Terrorism**, nuclear, chemical or biological attack.
12. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
13. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
14. The **Policyholder's** own unlawful action or any criminal proceedings against them.
15. Unless specifically covered under this insurance, any other loss, damage or additional expense following on from the event for which the **Policyholder** is claiming unless **We** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys or costs incurred in preparing a claim.
16. The cost of data reinstatement.
17. Any loss or damage resulting from financial default or insolvency.

What is not covered (continued)

18. 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.
19. Any circumstances the **Group Policyholder or Policyholder** is aware of at the time of taking out this **Group Policy** that could reasonably be expected to give rise to a claim.

Special conditions relating to claims

1. The **Policyholder** or anyone acting on their behalf must report any loss, theft or malicious damage to their personal property to the school stated in the **Statement of Insurance**.
2. For personal possessions over £1,000 in value, the **Policyholder** or anyone acting on their behalf must report any loss, theft or malicious damage to the Police and a crime reference number obtained. Claims for any accidental loss must have been reported to the Police and an acknowledgement or lost property reference issued.
3. Receipts for items lost, stolen or damaged must be retained as these will help the **Policyholder** to substantiate their claim. In the event of a claim, if requested, the **Policyholder** will need to provide original purchase receipts, invoices, bank or credit card statements and photographs. **We** may also require the **Policyholder** to obtain estimates for the replacement or repair of damaged items. **We** will only ask for information relevant to the **Policyholder's** claim and **We** will pay for any reasonable expenses they incur in providing **Us** with the above information as part of their claim.
4. For items less than one year old, the replacement or cash value will be up to the cost of a new replacement provided that proof of purchase can be produced. Where proof of purchase is not available or an item is more than one year old the replacement or cash value will be up to the current replacement value less a deduction made for wear and tear.
5. The replacement or cash value of the **Policyholder's** personal possessions must not exceed the sums insured shown on the **Statement of Insurance**.
6. **We** may repair or replace lost or damaged personal property. If **We** cannot replace or repair the items **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.
7. Computer applications and system software claims are subject to a claim being made for the device the application/software is installed on being settled under this **Group Policy**. Proof of purchase will be required to substantiate a claim and payment will only be made if the application/software is not recoverable from the original supplier or elsewhere.

How to make a complaint

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this **Group Policy**.

If the **Group Policyholder** and/or a **Policyholder** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with the enquiry. Alternatively the **Group Policyholder** or a **Policyholder** can contact **Us** by:

Telephone: 0800 085 8698
Post: Customer Liaison Department
Endsleigh Insurance Services Limited
The Quadrangle
Imperial Square
Cheltenham
GL50 1PZ

If **We** have given the **Group Policyholder** or a **Policyholder** **Our** final response and they remain dissatisfied they have the right to ask the Financial Ombudsman to review their case. The Ombudsman can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom
Telephone 0800 023 4567 or
From outside the UK: + 44 20 7964 0500
Fax: 020 7964 1001

Please note the **Group Policyholder** or **Policyholder** have six months from the date of **Our** final response in which to refer their complaint to the Ombudsman. Contacting the Ombudsman will not affect their right to take legal action against **Us**.

Compensation Scheme

Zurich Insurance Company Ltd is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and the **Group Policyholder** and/or **Policyholder** may be entitled to claim compensation in such event. Further information can be obtained from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Website: www.fscs.org.uk