



Your Possessions Insurance Policy Wording Document

Policy: Student Shield

Policy: Student Shield Plus

Policy: Tenant Shield

YOUR POSSESSIONS INSURANCE POLICY DOCUMENT

We are pleased to welcome you as a policyholder.

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YOUR POSSESSIONS POLICY

This document forms part of **your possessions policy** and should be read in conjunction with **your** schedule. **Your** policy tells **you** exactly what is and what is not covered 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 3-5 they are printed in **bold type** whenever they appear in the policy.

There are also some general exclusions, which apply to **your** policy, and **we** have listed these on page 18.

SECTIONS OF YOUR POLICY THAT APPLY TO YOU

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

You must read **your personal possessions policy**, **policy schedule** and any **endorsements** together to ensure that the cover meets **your** requirements and that the details are correct. This policy does not provide any inflation protection cover; it is important that **you** check regularly that the **sums insured** are adequate for **your** needs and keep **your** cover up to date. If they are not **you** MUST contact Saxon Insurance immediately. **Your personal possessions policy**, **policy schedule** and any **endorsements** are the basis of the contract between **you** and Saxon Insurance - please keep them in a safe place. The contract is based on the information that **you** gave Saxon Insurance when **you** applied for the insurance.

We will provide cover for the sections of the policy shown on the **policy schedule** for the **period of insurance**. **You** must pay the premium for the **period of insurance** and keep to all the conditions set out on page 19.

INSURERS

This Student Possessions policy has been arranged on behalf of Saxon Insurance.

Saxon Insurance 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 UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systemsreporting/register or by calling the FCA on 0800 111 6768.

YOUR CANCELLATION RIGHTS

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Saxon Insurance within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, Saxon Insurance will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days and there is more than 4 months left on the policy until the expiry date, **you** will be entitled to a pro-rata return of premium providing no claims have been made or are pending, minus a £10 cancellation charge.

If there is less than 4 months left on the policy until the expiry date **you** may cancel the insurance cover at any time however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

HOW TO CLAIM

Except in respect of Section 10 (please see the Conditions to that Section which apply).

If **you** need to make a claim, please obtain a claim form no later than 31 days after the event by:

Telephoning Saxon Insurance Claims Service on 01422 238530 quoting **your** policy number shown on **your policy schedule**.

Or by downloading a claim form from www.saxoninsurance.com

When returning the claim form, please include all relevant documentation. Please send originals – not photocopies (keep copies for **your** own records). For all claims **you** will need to send **your** original **policy schedule**.

UK General Insurance Limited are an insurers agent and in the matters of a claim act on behalf of the insurer.

DEFINITIONS

Any words or expressions listed below will carry the same meaning wherever they appear in the policy.

DESCRIPTION	EXCLUSIONS
<p>Accidental Damage Sudden and unexpected damage, occurring at a specific time and caused by external means.</p>	
<p>Accidental Injury Physical harm, which happens accidentally.</p>	Any sickness or disease or any naturally occurring condition or the result of anything that happens gradually.
<p>Admittance Being admitted to hospital for at least twelve hours as an inpatient as a result of an accidental injury.</p>	
<p>CD's/DVD's A collection of data carrying media including Compact Discs, DVD's, Vinyl Records, Audio and Video Cassettes and Computer and Video Games.</p>	Any amount exceeding £500 for any collection of CDs/DVDs .
<p>College/University The university or college at which you are a full time student.</p>	
<p>Contents Household goods (including clothing, furnishings, linen, photographic and audio visual equipment).</p>	<p>Personal money, credit cards, deeds, bonds, securities or certificates.</p> <p>Collections of stamps, coins or medals.</p> <p>Motor vehicles, caravans, aircraft, watercraft or trailers or their respective accessories.</p> <p>Pets and livestock.</p> <p>Property more specifically insured.</p> <p>Desktop, laptop / portable computer equipment (including any peripherals, hardware or software).</p> <p>Sports equipment, musical instruments or pedal cycles.</p> <p>Mobile telephones or contact lenses.</p>
<p>Credit card(s) Credit, cheque, charge and cash dispenser cards all belonging to or held by you solely for private purposes.</p>	
<p>Desktop Computer Equipment Your monitor, hard drive, mouse, keyboard, printer, scanner and accessories up to £150 in total including pre-loaded computer software.</p>	Laptop / Portable computers
<p>Excess The first part of each and every claim, which you must pay, as specified in the policy schedule for each and every loss.</p>	
<p>Fracture A break in any bone, other than a tooth.</p>	
<p>Hospital Any institution, which meets each of the following criteria: a) Is licensed as a hospital, where licensing is legally required. b) Maintains permanent 24-hour nursing facilities supervised by State Registered Nurses (or nurses with equivalent qualifications) for the care of overnight resident patients. c) Provides diagnostic and therapeutic facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons, and under the supervision of a Registered Medical Practitioner. d) Is not primarily a clinic, place of rest for the elderly or a place for alcoholics or drug addicts.</p>	

DEFINITIONS

Any words or expressions listed below will carry the same meaning wherever they appear in the policy.

DESCRIPTION	EXCLUSIONS
<p>Insured Address The room or rooms occupied by you at the address stated on your policy schedule.</p>	<p>Desktop Computer Equipment</p>
<p>Insured / You / Your The person named in the policy schedule.</p>	
<p>Laptop / Portable Computer(s) Includes all small hand held or Lap held computers defined as but not limited to laptop, palmtop or personal digital assistant (PDA's).</p>	
<p>Period of Insurance The period specified in the policy schedule for which premium has been paid.</p>	
<p>Permanent Total Disablement Prevents you from engaging in your usual occupation, vocation or studying.</p>	
<p>Personal Money Cash, bank and currency notes, cheques, money and postal orders, current postage stamps, savings stamps and certificates, premium bonds, luncheon vouchers, travellers cheques, season travel tickets and gift tokens all belonging to you or held by you solely for private purposes.</p>	
<p>Personal Possessions Wearing apparel, personal furnishings, kitchen accessories, linen and soft furnishings, musical instruments, photographic or audio/visual equipment and similar items of personal use or adornment, including books and similar college/university property on loan all belonging to you or for which you are responsible.</p>	<p>Personal money, credit cards, deeds, bonds, securities or certificates. Collections of stamps, coins or medals.</p> <p>Motor vehicles, caravans, aircraft, watercraft or trailers or their respective accessories.</p> <p>Pets and livestock.</p> <p>Property more specifically insured.</p> <p>Desktop, laptop/portable computer equipment (including any peripherals, hardware or software).</p> <p>Sports equipment or pedal cycles.</p> <p>Mobile telephones or contact lenses.</p>
<p>Policy Schedule This provides details of the person insured, the period of insurance and the premium paid, and specifies any endorsements and warranties, which amend the standard policy wording.</p>	
<p>Sum Insured The amount stated for each section of cover as shown in your policy schedule and any endorsements.</p>	
<p>United Kingdom (UK) England, Scotland, Wales, Northern Ireland, the Isle of Man and Channel Islands.</p>	
<p>Unoccupied The insured address is deemed to be unoccupied when it is not lived in by you for 35 consecutive days. Unoccupancy is deemed to start from the date you last vacated the insured address.</p>	
<p>Usual Occupation The work carried out by you immediately prior to the disability occurring or involuntary unemployment.</p>	

DEFINITIONS

Any words or expressions listed below will carry the same meaning wherever they appear in the policy.

DESCRIPTION	EXCLUSIONS
<p>We / Us / Our UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.</p>	

SECTION 1 : CONTENTS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>a) ACCIDENTAL LOSS OR DAMAGE We will pay for accidental loss of or accidental damage to contents up to the sum insured stated on your policy schedule:</p> <ul style="list-style-type: none"> Whilst in your insured address or any place of residence at which you are temporarily residing during the period of Insurance. <p>Student Shield /Student Shield Plus Policies Only:</p> <ul style="list-style-type: none"> Whilst in your custody or control in any building on campus during published term time. Whilst securely locked in college/university designated storage areas on campus outside published term time. Whilst in direct transit between your insured address and your permanent home address in the United Kingdom at the beginning and end of published term time. 	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 1a)</p> <ul style="list-style-type: none"> The excess shown in your policy schedule. Any amount exceeding £500 for CDs/DVDs. Any loss occurring outside of the United Kingdom. Loss or damage caused while the insured address is unoccupied. Property more specially insured under this or any other policy. Laptop / portable computers & accessories. Pedal cycles and accessories. Mobile phone and accessories. Sports equipment, musical instruments. Theft from an unattended motor vehicle unless at a designated service station. Desktop computer equipment unless shown on your schedule. Contact lenses. Pets & livestock. Credit cards, personal money, deeds, bonds, securities or certificates, collection of stamps, coins or medals.
<p>b) CREDIT CARDS We will pay for financial loss resulting from the fraudulent use of credit cards by an unauthorised person following the loss of the credit cards anywhere within the United Kingdom during the period of insurance.</p>	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 1b)</p> <ul style="list-style-type: none"> The excess shown in your policy schedule. Any amount exceeding £500 (after deduction of the excess). Shortages due to error or omission. Loss of credit cards not reported to the police and to the issuing organisation within 24 hours of discovery. Any loss occurring outside of the United Kingdom. When the credit card(s) is in your insured address, and the insured address is unoccupied.
<p>c) PERSONAL MONEY We will pay for loss of personal money caused solely by theft from your insured address involving forcible and violent entry to or exit from the insured address of which there is visible evidence.</p>	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 1c):</p> <ul style="list-style-type: none"> The excess shown in your policy schedule. Any amount exceeding £50 (after deduction of the excess). Any loss occurring outside of the United Kingdom. When the personal money is in your insured address, and the insured address is unoccupied.

SECTION 1 : CONTENTS

WHAT IS COVERED	WHAT IS NOT COVERED
<p>d) LOCKS & KEYS If the keys to your insured address are stolen we will pay the costs of replacing and installing all locks operated by those keys up to an amount of £150.</p>	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 1d).</p> <ul style="list-style-type: none"> • The excess shown in your policy schedule. • Any amount exceeding £150 (after deduction of the excess).
<p>e) FREEZER FOOD We will pay for deterioration of frozen foods belonging solely to you in the domestic deep freezer and/or domestic refrigerator in your insured address or in the kitchen area allocated to you by your halls of residence caused by:</p> <ul style="list-style-type: none"> • A rise or fall in temperature. • Contamination through escape of refrigerant or fumes. • Accidental failure of the electricity or gas supply. 	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 1e):</p> <ul style="list-style-type: none"> • Any amount exceeding £25. • Losses occurring: <ul style="list-style-type: none"> • Due to the deliberate act of the supply authority. • If the compressor is more than 12 years old. • After your insured address has been unoccupied for more than 35 consecutive days.
<p>f) EXTRA COVER We will pay in respect of accidental loss of or accidental damage to:</p> <ul style="list-style-type: none"> • Water or oil meters. • Fixed/landline telephones. <p>Student Shield /Student Shield Plus Policies Only:</p> <ul style="list-style-type: none"> • Library books for which you are responsible. 	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 1f):</p> <ul style="list-style-type: none"> • Any amount exceeding £150 (after deduction of the excess). • Any amount that is not supported by a bill. • Any loss or damage occurring outside of the United Kingdom. • The excess shown in your policy schedule. • Theft from an unattended motor vehicle. • Any amount in relation to a mobile phone and its accessories.

SECTION 2: PERSONAL POSSESSIONS INSIDE AND OUTSIDE THE INSURED ADDRESS

Cover only applies if shown in **your policy schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay in respect of accidental loss of or accidental damage to personal possessions anywhere within the United Kingdom up to the sum insured if stated in your schedule.</p>	<p>We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 2:</p> <ul style="list-style-type: none"> • The excess shown in your policy schedule. • Any amount exceeding £500 for CD's/DVD's. • Any loss or damage occurring outside of the United Kingdom. • Theft from an unattended motor vehicle. • Property more specially insured under this or any other policy. • Laptop / portable computers and accessories. • Pedal cycles and accessories. • Mobile phone and accessories. • Sports equipment, musical instruments. • Desktop computer equipment unless shown on your schedule • Contact lenses • Pets & livestock • Credit cards, personal money, deeds, bonds, securities or certificates, collection of stamps, coins or medals. • Any amount above the single item / group limit stated in your policy schedule. • When left unattended.

SECTION 3A : SPORTS EQUIPMENT

Cover only applies if shown in **your policy schedule**.

WHAT IS COVERED

We will pay in respect of accidental loss of or **accidental damage** to sports equipment anywhere within the **United Kingdom** up to the **sum insured** if stated in **your policy schedule**.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 3a):

- The **excess** shown in the **policy schedule**.
- Any loss or damage;
- Whilst taking part in a professional sport.
 - To bats, bowls, bows, clubs, fishing rods, racquets, skis, poles or sticks whilst in use or left unattended in the open.
 - Any amount above the single item / group limit stated in **your policy schedule**.
 - When left unattended.

SECTION 3B: MUSICAL INSTRUMENTS

Cover only applies if shown in **your policy schedule**.

WHAT IS COVERED

We will pay in respect of accidental loss of or **accidental damage** to musical instruments anywhere within the **United Kingdom** up to the **sum insured** if stated in **your policy schedule**.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 3b):

- The **excess** shown in **your policy schedule**.
- Loss or damage to musical instruments, which involves only loss or damage to strings, reeds or drum heads unless the loss results from theft of the instrument.
- When left unattended away from **your insured address**.
- Any amount above the single item / group limit stated in **your policy schedule**.
- When left unattended.

SECTION 4 : PEDAL CYCLES

Cover only applies if shown in **your policy schedule**.

WHAT IS COVERED

We will pay in respect of accidental loss of or **accidental damage** to pedal cycles anywhere within the **United Kingdom** up to the **sum insured** stated in **your policy schedule**

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 4:

- The **excess** shown in **your policy schedule**.
- Losses or damage:
 - When left unattended away from **your insured address** unless securely locked.
 - To tyres and accessories unless the pedal cycles is lost or damaged in the same incident.
 - While the pedal cycle is being used for racing or time trialling.

SECTION 5 : DESKTOP COMPUTER EQUIPMENT

WHAT IS COVERED

We will pay for accidental loss of or **accidental damage** to **desktop computer equipment** up to the **sum insured** stated in **your policy schedule**:

- Whilst in **your insured address** or any place of residence at which **you** are temporarily residing;

Student Shield /Student Shield Plus Policies Only:

- Whilst in **your** custody or control in any building on campus during published term time.
- Whilst securely locked in **college/university** designated areas on campus outside published term time.
- Whilst in direct transit between **your insured address** and **your** permanent home address in the **United Kingdom** at the beginning and end of published term time.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 5:

- The **excess** shown in **your policy schedule**.
- The cost of replacing software that has not been purchased commercially.
- Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown and anything, which happens gradually.
- **Laptop/portable computers** and accessories.

SECTION 6 : LAPTOP & PORTABLE COMPUTER EQUIPMENT

Cover only applies if shown in **your policy schedule**.

WHAT IS COVERED

We will pay for accidental loss of or **accidental damage** to **laptop / portable computers** anywhere within the **United Kingdom** up to the **sum insured** stated in **your policy schedule**.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 6:

- The **excess** shown in **your policy schedule**.
- The cost of replacing software that has not been purchased commercially.
- Excluding losses whilst left unattended unless the item is in **your insured address** or when in a securely locked premises.
- Theft from an unattended motor vehicle.
- When the **laptop/portable computer** is in **your insured address** and the loss occurs while the **insured address** is **unoccupied**.
- Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown and anything, which happens gradually.

SECTION 7A : LEGAL LIABILITY

WHAT IS COVERED

We will indemnify **you** against all amounts, which **you** shall become legally liable to pay in respect of accidental bodily injury to any person or accidental loss of or **accidental damage** to material property occurring during the **period of insurance** as a result of:

- Occupation of **your insured address**.
- Any act or omission of a personal nature committed anywhere within the **United Kingdom**.

The amount payable will not exceed £1,000,000 in respect of all claims arising from one incident plus legal costs and expenses in connection therewith, which are incurred with **our** written consent.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exclusions on page 18 in connection to claims under section 7a)

- Bodily injury to **you** or to members of **your** family.
- Loss of or damage to property owned by **you** or in **your** custody or control. (Except for anything covered under the legal responsibilities as tenant section).
- Ownership possession or use of any land or building (other than the occupation of **your insured address**).
- Mechanically or electrically propelled vehicles or their trailers.
- Aircraft, hang-gliders, hovercraft, watercraft, boards or any other craft or equipment designed for use in or on water other than hand or foot propelled boats, punts or canoes owned by **you**.
- Firearms other than shotguns or airguns used for sporting purposes.
- Any animal other than cats or dogs.
- Any profession, **occupation** or business.
- Bodily injury to any person who at the time of sustaining such injury is engaged in duties in connection with employment by **you**.
- Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.

SECTION 7B : LEGAL RESPONSIBILITIES AS A TENANT

WHAT IS COVERED

We will indemnify **you** against legal responsibilities as a tenant up to an amount of £5,000 for:

- **Accidental damage** to landlord's property.
- The cost of repairing **accidental damage** to underground services supplying **your insured address**.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exceptions on page 18 in connection to claims under section 7b)

- The **excess** as shown in **your policy schedule**.
- The maximum amount payable is £5,000 (after deduction of the **excess**) in any **period of insurance**.
- Theft or attempted theft by **you** or by anyone who is living with **you**.
- Loss while the **insured address** is left **unoccupied**.

SECTION 8 : SPORTS SHIELD PLUS - PERSONAL ACCIDENT

WHAT IS COVERED

We will pay the amount set out in the schedule of benefits below if during the **period of insurance** the **insured** suffers **accidental injury** whilst participating in any sporting activity (except any of the excluded activities) which results within 12 months in accidental death or **permanent total disability** or which results in immediate **admittance to hospital** or the **fracture** of one or more bones.

Broken or fractured bones	£200 per accident
Benefit from a finger to a pelvis	
Hospitalisation following an accident (max. 400 nights)	£30 per night
Accidental death	£10,000
Permanent total disablement any occupation	£20,000
Loss of 2 eyes /2 or more limbs	£20,000
Loss of 1 eye /1 limb	£10,000
Loss of 2 ears	£4,000
Loss of use of shoulder /elbow/ hip/knee/ankle/wrist	£3,000
Loss of 1 thumb	£3,000
Loss of 1 forefinger	£2,000
Loss of any other finger /big toe	£1,000
Loss of any other toe	£200

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exceptions on page 18 in connection to claims under section 8:

- Any period of absence not covered by the terms of this policy.
- Any period where a payment is paid in lieu of notice, or where notices do not have to be worked.
- Flying (unless **you** are a fare paying passenger on a scheduled flight).
- Intentional self-injury, suicide or attempted suicide.
- Any injury happening outside of the **United Kingdom**.
- **You** being under the influence of alcohol.
- **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.

SECTION 9: COURSE FEES & RENTAL PROTECTION

WHAT IS COVERED

We will pay **you** or **your** estate up to the **sum insured** shown in **your schedule** in any one **period of insurance** in respect of reimbursement of course fees (which are non-refundable) and/or rent paid in advance or due under a signed rental agreement subject to a 14 day deferred period if **you**:

- become temporarily totally disabled as a result of sickness or accidental bodily injury which results in **your** disablement and are unable to remain in **your** rental accommodation and/or continue on **your** course.
- are fatally injured
- suffer from an illness that results in death

Conditions

- We will require a doctor's certificate or letter confirming the **accident / sickness** from a practising qualified medical practitioner in the **United Kingdom**.
- 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**. **You** must notify the educational establishment and accommodation provider of the withdrawal from **your** course as soon as possible.

WHAT IS NOT COVERED

We will not pay for the following in addition to the general exceptions on page 18 in connection to claims under section 9:

- The **excess** shown in your schedule.
- Any amount above the **sum insured** stated on **your** schedule for course fees and rental protection.
- Any claim not relating to the **period of insurance** stated on **your policy schedule**.
- No cover shall be in force for the first 14 days (the deferred period).
- Any amounts recoverable from elsewhere or if **you** are released from **your** obligations by the educational establishment or accommodation provider.
- Any claim for course or residential fees unless suitable proof is provided evidencing **your** legal liability for payment of course /residential fees (i.e. tenancy agreement).
- 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.
 - c) A pre-existing condition, pregnancy or childbirth.
 - d) **Your** committing, or attempting to commit suicide or intentional self-inflicted injury.
 - e) **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
 - f) **Your** own criminal act.
 - g) **You** being under the influence of alcohol.
 - h) **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.

SECTION 10 : LEGAL EXPENSES

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.

Agent

The *Agent* appointed by the Coverholder to transact this Insurance with **you**.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by *us* under the terms and conditions of this policy to represent **your** or an *Insured Person's* interests.

Claim Limit

The amount *we* will pay in respect of any one claim and the total amount payable within any one *period of insurance* as shown in **your schedule**.

Court

A *court*, tribunal or other competent authority.

Event

The initial *event*, act or omission which sets off a natural and continuous sequence of *events* that subsequently gives rise to a claim for *Professional Fees* and/or payment of benefit under this policy.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Insured Person

- a) **You**.
- b) The husband or wife of **you**, or **your** partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) **Your** children and parents, normally resident in the *home*.

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited.

Legal Proceedings

When formal *legal proceedings* are issued against an opponent in a Court of Law.

Period of Insurance

The *period of insurance* shown in **your schedule**.

Professional Fees

Legal and accountancy fees and costs including disbursements properly incurred by the *authorised professional*, with *our* prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with *our* consent in pursuit of a civil claim in the *territorial limits* arising from an insured *event*. *Professional fees* will include VAT where it cannot be recovered.

Standard Professional Fees

The level of *professional fees* that would normally be incurred by *us* in using a nominated *authorised professional* of *our* choice.

Territorial Limits

The **United Kingdom**.

Time of Occurrence

Civil Cases - when the *event* occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an *Insured Person* commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

The *Insurer* and/or Legal Insurance Management Limited, the Coverholder or the *authorised professional*.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

SECTION 10 : LEGAL EXPENSES

Cover only applies if shown in **your schedule**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Personal Injury Pursuing a civil claim for damages in respect of the injury or death of an <i>Insured Person</i> caused by negligence.</p>	<ul style="list-style-type: none"> • Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products). • Any claim arising from a stress or psychological related condition. • Any claim relating to the extended use of artificial tanning equipment. • A claim falling within the Small Claims Track limits. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 15.
<p>Consumer Disputes Pursuing or defending claims arising out of a contract entered into by or on behalf of an <i>Insured Person</i> for:-</p> <ol style="list-style-type: none"> 1. Obtaining services. 2. The purchase, hire, hire–purchase or sale of any personal goods. <p>Claims within Small Claims Court Limits The payment of appropriate experts and <i>court fees</i> together with assistance provided by <i>our</i> own in-house legal advisors to construct your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.</p> <p>Claims above Small Claims Court Limits The payment of <i>professional fees</i> incurred by the Appointed Representative appointed by <i>us</i>.</p>	<ul style="list-style-type: none"> • Any contract entered into by an <i>Insured Person</i> in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy. • Any contract where the dispute arises within the first 90 days of the first <i>period of insurance</i> unless you can provide evidence that you had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover. • Any contract under which a sum of money was due and payable more than 180 days before the claim was reported. • Any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the <i>home</i>. • Any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract. • Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. • Any dispute with local or government authorities. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 15.
<p>Home Rights The pursuit of civil claims: -</p> <ol style="list-style-type: none"> 1. A contract dispute relating to goods or services used in your home. 2. Loss or damage to:- <ol style="list-style-type: none"> a) goods in the <i>home</i> owned by or for which an <i>Insured Person</i> is responsible; or b) the <i>home</i>. 3. An alleged infringement of rights appertaining to the <i>home</i>. 4. An alleged infringement of your contractual rights causing actual financial loss arising under a tenancy agreement for rented accommodation which is deemed to be your home. 	<ul style="list-style-type: none"> • Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. • Disputes with local or government authorities. • Disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement other than as detailed in ‘What is Covered - Home Rights’. • Compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property. • Actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works. • A dispute arising within the first 90 days of the first <i>period of insurance</i> unless you can provide evidence that you have equivalent cover immediately prior to the original inception of this policy without a break in the period of cover. • Claims relating to material damage covered by another relevant insurance policy. • Mining subsidence. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 15.

SECTION 10 : LEGAL EXPENSES

Cover only applies if shown in **your schedule**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Employment A dispute with an <i>Insured Person's</i> employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.</p>	<ul style="list-style-type: none"> • Situations where the dispute arises within the first 90 days of the first <i>period of insurance</i> unless you can provide evidence that you had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 15.
<p>Criminal Prosecution Defence <i>Professional fees</i> incurred in the defence of criminal <i>legal proceedings</i> brought against an <i>Insured Person</i> as a result of any act or omission or alleged act or omission, including:-</p> <p>a) Police Station Representation <i>Professional fees</i> incurred in representing an <i>Insured Person</i> at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>b) Magistrates’ Court Representation <i>Professional fees</i> incurred in representing an <i>Insured Person</i> at a Magistrates’ Court.</p> <p>c) Crown Court Representation A sum equal to any assessed income based contribution payable by the <i>Insured Person</i> towards <i>professional fees</i> incurred under the Crown Court Means Testing scheme.</p>	<ul style="list-style-type: none"> • The defence of any offence of violence, or deliberate and wilful criminal acts or omissions. • Any matter where the <i>authorised professional</i> assesses that reasonable prospects of success do not exist. • Any offence relating to a motor bike / vehicle. • <i>Professional fees</i> required to be paid by an <i>Insured Person</i> in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction. • Assessed income based contributions payable by the <i>Insured Person</i> towards <i>professional fees</i> incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity. • Any <i>professional fees</i> where the <i>Insured Person</i> fails to: <ol style="list-style-type: none"> a) apply for a Representation Order under the Crown Court Means Testing scheme. b) submit any required information under the Crown Court Means Testing scheme. c) comply with the terms of the Representation Order. d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme. • The defence of any action, enforcement, or recovery of sums payable against an <i>Insured Person</i> under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 15.
<p>Education Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA’s failure to comply with its published admission policy, resulting in the refusal to accept the <i>Insured Person's</i> child or children at the state school of their preference, subject to a <i>claim limit</i> of £5,000 any one claim.</p>	<ul style="list-style-type: none"> • Arising where acceptance at the school involves examinations or other selection criteria. • Involving schools which are not state schools falling under the LEA’s jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA. • Arising prior to the submission of an application to the school or LEA. • Arising where the LEA’s refusal occurred within the first 6 months of the first <i>period of insurance</i>. • Where the procedure for appealing against the decision to refuse a place at the school has not been followed. • Where the child has been expelled, suspended or permanently excluded from another school. • For children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 15.

GENERAL EXCLUSIONS – LEGAL EXPENSES SECTION ONLY

These are the exclusions, which apply to the Legal Expenses section of **your** policy. **You** should also refer to the specific exclusions shown under each part of the Legal Expenses Option on pages 13-14 and to the general exclusions shown on page 18 of this policy.

This insurance does not cover: -

1. *Professional fees* incurred: -
 - a) in respect of any *event* where the *time of occurrence* commenced prior to the commencement of the insurance.
 - b) before *our* written acceptance of a claim.
 - c) before *our* approval or beyond those for which *we* have given *our* approval.
 - d) where **you** fail to give proper instructions in due time to *us* or to the *authorised professional*.
 - e) where **you** are responsible for anything which in *our* opinion prejudices **your** case.
 - f) if **you** withdraw instructions from the *authorised professional*, fail to respond to the *authorised professional*, withdraw from the *legal proceedings* or the *authorised professional* refuses to continue to act for **you**.
 - g) in respect of the amount in excess of *our* standard *professional fees* where **you** have elected to use an *authorised professional* of **your** own choice.
 - h) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
 - i) where the *Insured Person* should have realised when purchasing this insurance that a claim under this insurance might occur.
2. The pursuit, continued pursuit or defence of any claim if *we* consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of *us* or those of the *authorised professional*.
4. Appeals unless **you** notify *us* in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and *we* consider the appeal to have reasonable prospects of success.
5. Any *professional fees* and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties **you** are ordered to pay by a *court*, tribunal or arbitrator.
7. Claims arising from an *event* occasioned by **your** deliberate act, omission or misrepresentation.
8. Claims arising from: -
 - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
 - c) war terrorism or any like or any associated risk.
 - d) seepage pollution or contamination of any kind.
 - e) pressure waves caused by aircraft or other aerial devices
9. Any dispute relating to written or verbal remarks which damage **your** reputation.
10. Any *professional fees* relating to **your** alleged dishonesty, criminal act, or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence.
11. *Professional fees* arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.
12. *Legal proceedings* outside the **United Kingdom** and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
13. A dispute which relates to any compensation or amount payable under a contract of insurance.
14. A dispute with *us* not dealt with under the Arbitration Condition.
15. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
16. An application for judicial review.
17. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
18. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
19. Any claim arising from a stress or psychological related condition.
20. Disputes between an *Insured Person* and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an *Insured Person's* professional advisors.
21. A claim falling within the Small Claims Track limits (other than as detailed in the "Consumer Disputes" section).
22. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an *Insured Person* including but not limited to any personal guarantee and investment in unlisted companies.
23. *Legal proceedings* between an *Insured Person* and a central or local government authority.
 - a) unless an *Insured Person* has suffered or could suffer pecuniary loss if the *legal proceedings* are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
24. Any matter in respect of which an *Insured Person* is entitled to Legal Aid.
25. Any *professional fees* incurred in defending or pursuing new areas of law or test cases.
26. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

GENERAL CONDITIONS – LEGAL EXPENSES SECTION ONLY

You will need to meet the policy conditions set out in the 'General Conditions' on page 19 as these conditions apply to the whole policy. In addition, for this option **you** must also meet the following conditions.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell *us* in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing *our* consent to incur *professional fees*.

We will not enter into dialogue or correspond with anyone other than **you** (or with **your** agreement an *Insured Person*) or **your** or the *Insured Person's* personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **you** can satisfy *us* that there are sufficient prospects of success in pursuing or defending **your** claim and that it is necessary for *professional fees* to be paid and **you** have paid the **excess**.

We may require **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or *legal proceedings*. If *we* subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim *we* decide that:-

1. **your** prospects of success are insufficient;
2. it would be better for **you** to take a different course of action;
3. *we* cannot agree to the claim

We will write to **you** giving *our* reasons and *we* will not then be bound to pay any further *professional fees* for this claim.

We may limit any *professional fees* that *we* will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

1. if *we* consider it is unlikely a sensible settlement will be obtained; or
2. where there are insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively *we* may at *our* option pay to **you** the amount in dispute *we* may at *our* option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the *event* that **you** make a claim under this policy which **you** subsequently discontinue due to **you** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Limited is an Insurer's *agent* and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The *authorised professional* nominated and appointed by *us* will act on **your** behalf and **you** must accept *our* nomination.

If *legal proceedings* have been agreed by *us*, **you** may nominate **your** own *authorised professional* whose name and address **you** must submit to *us*. In selecting **your** *authorised professional* **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **you** have elected to use **your** own nominated *authorised professional* **you** will be responsible for any *professional fees* in excess of *our* standard *professional fees*.

Conduct of Claim

1. **You** shall at all times co-operate with *us* and give to *us* and the *authorised professional* evidence, documents and information of all material developments and shall attend upon the *authorised professional* when so requested at **your** own expense.
2. *We* shall have direct access at all times to and shall be entitled to obtain from the *authorised professional* any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the *authorised professional* which may be required for this purpose. **You** or **your** *authorised professional* shall notify *us* immediately in writing of any offer or payment into *Court* made with a view to settlement and **you** must secure *our* written agreement before accepting or declining any such offer.

GENERAL CONDITIONS – LEGAL EXPENSES SECTION ONLY (CONTINUED)

3. We will not be bound by any promise or undertaking given by **you** to the *authorised professional* or by either of **you** to any *court*, witness, expert, *agent* or other person without *our* agreement.

Recovery of Costs

You should take all steps to recover costs and expenses. If another person is ordered, or agrees, to pay **you** all or any costs and expenses, charges or compensation **you** will do everything possible (subject to *our* directions) to recover the money and hold it on *our* behalf. If payment is made by instalments these will be paid to *us* until *we* have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

Fraud

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Data Protection Act 1998

The data supplied by **you** will only be used for the purposes of processing **your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned herein.

It is important that the data **you** have supplied is kept up to date. **You** should therefore notify *us* promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which we are holding about **you**. If **you** wish to make such an inspection, **you** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively, to protect **your** interests, or for fraud prevention and detection purposes, we may disclose data **you** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by *us*.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the **United Kingdom**.

Arbitration

Any dispute between **you** and *us*, which is not solved by this policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom we both agree. If we cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the *event* of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Compensation Scheme

The Insurer detailed within the **schedule** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about Compensation Scheme arrangements from the FSCS or visit www.fscs.org.uk.

GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY

The policy does not cover:

1. Any claims not submitted to **us** within 31 days of the incident occurring.
2. Loss or damage caused by deliberate acts by **you** or **your** family or any person invited by **you** into **your insured address** or temporary residence.
3. Loss from any unattended motor vehicle.
4. Equipment installed in or on any motor vehicle or property in or on any motorcycle.
5. Confiscation or detention by Customs or other officials or authorities.
6. **We** will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite or carpet 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.
7. **We** will not pay for any loss or damage, which happens before this cover starts or which arises from an event before this cover starts.
8. Loss or damage caused by wear, tear, repairing, restoring, renovating, cleaning, dyeing, faulty workmanship, defective design, use of defective material, scratching, denting, depreciation, wet or dry rot, fungus, insects, vermin, pests, pets, atmospheric or climatic conditions, electrical or mechanical breakdown, or any gradually operating cause.
9. Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which:
 - a) Was the result of an intentional act;
 - b) Was expected or should have been expected;
 - c) Was not caused by a sudden incident; or
 - d) Was not during any **period of insurance**.
10. Loss or damage to property, **permanent total disablement**, costs or expenses or legal liability directly caused by or contributed to by or arising from: ionising radiation's or radioactive contamination from any nuclear fuel or from any nuclear waste which results from the burning of nuclear fuel; or the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
11. Pressure waves caused by aircraft or other flying objects, travelling at or above the speed of sound.
12. Computer equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all and by computer viruses.
13. Any claim or expense of any kind resulting directly or indirectly from:
 - a) War or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event – war, invasion, act of foreign enemy hostilities or a warlike operation or 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) Terrorism harm or damage to life or to property (or the treat of such harm or damage) by nuclear and/or chemical and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to:

- a) The use or threat of force and/or violence.
- b) Harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part from political religious ideological or similar purposes.

GENERAL CONDITIONS APPLICABLE TO YOUR WHOLE POLICY

Cancellation

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Changes

You must notify Saxon Insurance of any change in the information given to Saxon Insurance. Failure to do so may invalidate **your** insurance or result in cover not operating. **You** must tell Saxon Insurance straight away about any of the following changes:

- If **your insured address** is **unoccupied** for more than 35 days.
- If **you** are convicted of any offence.
- Any change in the cover **you** need.

Other Insurance

This policy does not apply to any loss or damage, costs or expenses or legal liability for which an indemnity or partial indemnity is available under any other policy of insurance.

Compliance with terms

Our liability to make payment under this policy will be conditional upon compliance with the terms and conditions of the policy document.

Interest

No sum payable will carry any interest.

Fraud

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

Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

Exclusion of third party rights

This policy is not intended to nor shall create any rights, entitlements, claims or benefits enforceable by any person that is not a party to it. Accordingly, no person shall derive any benefit or have any right, entitlement or claim in relation to this policy by virtue of Contracts (Right of Third Parties Act 1999).

Transfer

You may not transfer **your** interest in the policy without **our** consent.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions Saxon Insurance may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell Saxon Insurance of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

BASIS OF SETTLING CLAIMS

How **we** settle claims for all sections of the policy except section 9

1. If an item has been damaged and it can be economically repaired **We**, Saxon Insurance or their representative will either arrange or authorise repair and **we**, Saxon Insurance or their representative will pay the cost of repair. Otherwise, **We**, Saxon Insurance or their representative will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **We**, Saxon Insurance or their representative will pay the replacement cost of a new item of similar quality.
If **we**, Saxon Insurance or their representative agree not to repair or replace an item, at **our** option **we**, Saxon Insurance 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**, Saxon Insurance 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**, Saxon Insurance 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 policy schedule** is less than the cost of replacing all **your** possessions as new, **we**, Saxon Insurance 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.
6. The most **we**, Saxon Insurance 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

You must:

1. Notify the police in relation to claims for theft of **your personal possessions** within 24 hours of its discovery and obtained a written report, which includes a crime reference number.
2. Advise the police as soon as possible if there has been riot damage, vandalism or any malicious act or if any **insured** property has been lost outside **your insured address**.
3. Advise the issuing organisation within 24 hours of any loss of **credit cards**.
4. Not admit or repudiate liability without **our** written consent.
5. Send to Saxon Insurance claims service any notification from the **court** of impending prosecution as soon as possible after it is received.
6. Provide all details and evidence (including proof of ownership and value) that **we** may ask about a claim. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.
7. Obtain and act upon the advice of a registered medical practitioner in connection with any accident.
8. Submit to any medical examination on **our** behalf and at **our** expense when and as often as **we** require.
9. Forward to **us** on receipt every letter, claim, writ, summons and process. 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.
10. **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.
11. **You** must take all steps to prevent loss, damage, costs, expenses, accident or bodily injury and to maintain the property insured in a good condition and in good repair.

GENERAL CLAIMS CONDITIONS

1. **We**, Saxon Insurance 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. **We**, Saxon Insurance 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.
3. **We**, Saxon Insurance 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 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.
4. 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.
5. If **you** find a **credit card** is missing tell the **credit card** company immediately and tell **us** as soon as **you** can.

WHAT IS COVERED

We will at **our** option 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.

WHAT IS NOT COVERED

- **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.
- **We** will not pay more in total than the **sum insured** stated on **your policy 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.
 - **University/college** property on loan.
- Set in **your policy schedule** or in this policy are limits in respect of individual items or groups of items:
 - TV, 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.
 - **CDs**, DVDs, video, audiocassettes, discs, records, cartridges, CD ROMs and computer games.

CUSTOMER SERVICE INFORMATION

Saxon Insurance wishes to provide **you** with a high standard of service to deal with any claims covered by this policy document fairly and promptly. Any enquiry **you** may have regarding **your policy schedule** or policy document should be addressed to Saxon Insurance. Please be ready to provide all relevant details of **your** schedule and in particular, **your** policy number to help **your** enquiry to be dealt with speedily.

COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Saxon Insurance who arranged the Insurance on **your** behalf.

Complaints Officer, Saxon Insurance, UK and Ireland Insurance Services (Online) Limited, The Stables, Old Co-op Yard, Warwick Street, Manchester, M25 3HB

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, Saxon Insurance will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park,
Gibraltar Island Road, Leeds, LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

Direct Group Ltd, Customer Relations, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL
Tel: 0344 854 2072
Email: customer.relations@ryandirectgroup.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05344C.

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9GE
Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

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.

If **you** are unhappy have a query or complaint regarding the Legal Expenses section **you** can contact:

The Managing Director, Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

THE FINANCIAL SERVICES COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

CLAIMS & UNDERWRITING EXCHANGE REGISTER (CUE)

We may use **your** personal information to prevent crime. In order to prevent crime **we** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

USEFUL CONTACT DETAILS

MAKE A CLAIM

Download a claim form

www.saxoninsurance.com

Telephone

01422 238530

E-Mail

claims@saxoninsurance.com

GENERAL ENQUIRES, RENEWALS, POLICY ADJUSTMENTS

Telephone

0161 772 3391*

E-Mail

customerservices@saxoninsurance.com

WRITE TO US

Saxon Insurance,
UK & Ireland Insurance Services (Online) Limited,
The Stables,
Old Co-op Yard,
Warwick Street,
Manchester,
M25 3HB

PRODUCTS

Products	Web Address	Telephone
Student Possessions Insurance	www.saxoninsurance.co.uk	0161 772 3391*
Tenant Possessions Insurance	www.saxoninsurance.co.uk	0161 772 3391*
Travel Insurance	www.cover4travel.com	0161 772 3395*
Mobile Phone Insurance	www.cover4mobilephones.co.uk	0161 772 3382*
Buy To Let Insurance	www.cover4buytolet.co.uk	0161 772 3382*

*For our joint protection calls may be monitored and/or recorded.
Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.

