

# Cover L students. Campus Block Halls Policy Wording

# Your Campus Block Halls Possessions Policy

# CONTENTS

INDEX		PAGE
Your Possess	ions Policy	3 - 5
Definitions		5 - 8
COVER S	ECTIONS	
Section 1	Personal Possessions Within The Insured Address	8 - 10
Section 2	Replacement Locks & Keys	10
Section 3A	Desktop Computer Equipment   Room Only	10 - 11
Section 3B	iPad's, Laptop's & Portable Computer Equipment   Room Only	11
Section 4	Rental Protection	12
Section 5	Personal Accident	13
Section 6	College   University Property On Loan	14
Section 7	Landlords Property   Tenants Liability	14
Section 8	Accidental Death, Injury or Illness Of A Financially Supporting Parent Or Guardian	15
Section 9	Accidental Damage	16
Section 10	Mobile Phones   Cover Anywhere Within Ireland	16 - 17
Section 11	Specified Items   Cover Anywhere Within Ireland	18
Section 12	Pedal Cycles   Cover Anywhere Within Ireland (Within Europe For Up To 45 Days)	19 – 21
Basis Of Sett	ling Claims	22
Claims Condi	5	22
	litions Applicable To Your Whole Policy	24 - 25
General Exclusions Applicable To Your Whole Policy		25 - 26
How To Make A Claim		27
Complaints Notice		28
Data Protecti		29
	vices Compensation Scheme	30
Important Co	•	30
important co		

# **YOUR POSSESSIONS POLICY**

This document forms part of **your possessions policy** and should be read in conjunction with **your schedule**. **Your schedule** indicates the **sum insured** for **personal possessions** with any optional covers chosen. **Your** policy tells **you** exactly what is and what is not covered and how **we** will settle claims and other important information.

## **COVER PROVIDED**

**You** need to be aware that all contracts of insurance are subject to certain exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered. **We** have set out 'what is covered' to the left of each page and 'what is not covered' to the right. **We** have listed words with special meanings under 'definitions' on pages 5-8; they are printed in **bold type** whenever they appear in the policy.

There are some general exclusions which apply to all sections of **your** policy and **we** have listed these on pages 25 & 26.

There are conditions of the insurance that **you** will need to meet as **your** part of this contract. The conditions set out when **we** would cancel **your** policy (page 24) and when **you** must tell **us** of a change of address (page 25). Please take the opportunity to read the Policy Conditions.

# SECTIONS OF YOUR POLICY WHICH APPLY TO YOU

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

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

## **INSURERS**

This insurance is underwritten by Lloyd's Insurance Company S.A. (Lloyd's). Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.

This policy which has been arranged by Wrightway Underwriting Ltd (WUL) is a contract between Lloyd's, and **You**. WUL is an underwriting agency regulated by the Central Bank of Ireland. WUL distributes insurance products on behalf of insurance companies through its broker network in Ireland. As our Managing General Agent, WUL has been granted authority by **us** to bind cover on our behalf, service your policy and handle and settle any claims thereunder. Further information can be obtained in the WUL privacy policy which is available at: http://www.wrightway.ie/regulations. The proposal form or statement of facts and declaration which **You** made to us forms part of this Contract.

## **GOVERNING LAW**

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

## **STAMP DUTY**

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duty Consolidation Act 1999.

# CANCELLATION

We hope that you are happy with the cover this policy provides. However, if after reading this document and your schedule, this insurance does not meet with your requirements, please return it to WUL within 14 days of the start date, or if later, within 14 days of the date you receive this document and your schedule and providing you have not made a claim and do not intend to make a claim, we will refund your premium in full.

**You** can cancel after the 14 day 'cooling-off' period and **you** may be entitled to a proportionate refund of **your** premium, less an administration fee. Please see General condition 5 on page 24.

## **SEVERAL LIABILITY**

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

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

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

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

# **GUIDANCE WHEN MAKING A CLAIM**

#### **Claim Notification**

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

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

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

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

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

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

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

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

#### **Preferred Suppliers**

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

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

### **DEFINITIONS**

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

DESCRIPTION	EXCLUSIONS
Accident / Accidental This means a sudden, unexpected unusual specific event, which occurs at a definable time and place.	
<b>Administrator</b> This policy is administered by Wrightway Underwriting Limited (WUL). WUL is an underwriting agency regulated by the Central Bank of Ireland. WUL distributes insurance products on behalf of insurance companies through its broker network in Ireland.	
<b>All Risks</b> Anywhere within Ireland (and where <b>your</b> permanent home address is in Northern Ireland, within Ireland and Northern Ireland).	
<b>Bodily Injury</b> Is sustained by <b>the insured</b> person during the <b>period of</b> <b>insurance</b> is caused by an <b>accident</b> and occasions the <b>disablement</b> of <b>the insured</b> person within twelve calendar months from the date of the <b>accident</b> .	
College / University The university or college at which you are a full-time student.	
<b>College / University Term</b> The weeks of full <b>college/university</b> academic activity as published by <b>your college/university</b> .	
Computer Equipment Desktop computer equipment, laptop & portable computers.	
<b>Desktop Computer Equipment</b> <b>Your</b> monitor, hard drive, mouse, keyboard, printer, and accessories up to €250 in total including preloaded computer software.	<ul> <li>Equipment used for business purposes.</li> <li>Loss or erasure of, or any damage, distortion or corruption to records, data programs and software.</li> <li>Indirect loss of any kind.</li> <li>iPad's, Laptop &amp; portable computers.</li> </ul>
<b>Disablement</b> Means physical incapacity that entirely prevents <b>you</b> from attending to major duties of <b>your</b> own studies.	
<b>Doctor</b> A registered Medical Practitioner in Ireland (and where <b>your</b> permanent home address is in Northern Ireland, in Ireland or Northern Ireland) or any other physician acceptable to <b>us</b> .	
Endorsement A change of your details or cover, which appears on your schedule and forms part of your possessions policy.	

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

DESCRIPTION	EXCLUSIONS
<b>Excess</b> The first part of any claim <b>you</b> must pay.	
If claims are made under two or more sections for loss or damage resulting from the same cause at the same time only one <b>excess</b> will be deducted from the total amount of the claim payment. In this case the highest <b>excess</b> will apply.	
Forcible and Violent Entry Forcible and violent entry or exit to or from your accommodation, which is evident by damage to the building at the point of entry/exit.	
Heave Upward and/or lateral movement of the site on which the insured address stands caused by swelling of the ground.	
<b>Infectious or contagious disease</b> Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.	
<b>Insured Address</b> The room or rooms <b>occupied</b> by <b>you</b> at the address stated on <b>your schedule</b> .	
Landslip or Landslide Downward movement of sloping ground.	
<b>Laptop &amp; Portable Computers</b> Includes all small hand held or lap held computers defined as but not limited to laptop, palmtop PDA's or tablets.	<ul> <li>Desktop computer equipment.</li> <li>Games consoles.</li> </ul>
<b>Money</b> Coins or bank notes in current circulation, cheques, traveller's cheques or banker's drafts. Postal or money orders, gift vouchers, current postage stamps that are not part of a stamp collection. Saving certificates, premium bonds or saving stamps. Luncheon vouchers, trading stamps, telephone cards, current travel or other tickets with a fixed monetary value all belonging to <b>you</b> .	<ul> <li>Securities, promotional vouchers, lottery and raffle tickets and Avios vouchers</li> <li>Money used or held for business purposes.</li> </ul>
<b>Occupied</b> The <b>insured address</b> is left <b>unoccupied</b> for no more than 30 consecutive days.	
Off Campus Privately rented accommodation.	
<b>Period of Insurance</b> As shown in <b>your schedule</b> .	

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

DESCRIPTION	EXCLUSIONS
Personal Possessions All household goods and clothing belonging to <b>you</b> or household goods rented to <b>you</b> for which <b>you</b> are legally responsible under a written agreement making <b>you</b> responsible for insuring them.	<ul> <li>Caravans, boats, motor vehicles, trailers, vessels, aircraft, surf &amp; sailboards and their respective parts or accessories.</li> <li>Mobile phones their accessories and related costs.</li> <li>Securities or documents of any kind.</li> <li>Living creatures.</li> <li>Personal possessions used for business purposes.</li> <li>Pedal cycles and accessories.</li> <li>Property more specifically insured by this or another policy.</li> <li>Desktop computer equipment and accessories.</li> <li>Contact Lenses.</li> <li>Money and credit cards.</li> </ul>
Possessions Policy This comprises your policy booklet, your schedule and any endorsements.	
<ul> <li>Pre-existing medical condition</li> <li>Any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 12-month period immediately prior to the start of the insurance:</li> <li>you knew about, or should reasonably have known about, or</li> <li>you had seen, or arranged to see, a doctor about.</li> </ul>	
<b>Replacement Value</b> The cost of replacing items as new, except for clothing, household linen, rented household goods and <b>college/university</b> property on loan, where a deduction is made for wear and tear.	
Schedule The document detailing the sections of your possessions policy, which states your sums insured and any special terms and conditions which may apply.	
Sickness Means your sickness, which is declares itself during the period of insurance and causes your disablement within twelve months of declaring itself.	
Single Article Limit The limit that applies to any individual item insured.	
Subsidence Downward movement of the site on which the <b>insured</b> address stands by a cause other than the weight of the buildings themselves. Sum Insured The amount stated for each section of cover as shown in your	
<ul> <li>schedule or notified to you at renewal.</li> <li>Unoccupied</li> <li>Where you have not stayed in the insured address for 30 consecutive days or more prior to a loss being discovered.</li> </ul>	

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

DESCRIPTION	EXCLUSIONS
<b>Valuables</b> Any article of gold, silver or other precious metal, jewellery, pearls or gemstones. Watches or clocks. Works of art, pictures and curios. Collections of stamps, coins, bank notes or metals. Furs or leather jackets.	
We / Us / Our This insurance is underwritten by Lloyd's Insurance Company S.A. (Lloyd's). Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.	
You / Your / The Insured The person named as the policyholder in your schedule.	

# **SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS**

Your schedule will show whether you have cover under this section and the sum insured and specified items applicable.

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for loss or damage to <b>your personal possessions</b> by the following causes, whilst they are in the <b>insured address</b> during the <b>college / university term</b> .	<ul> <li>The excess shown in your schedule.</li> <li>Any above the sum insured stated on your schedule for Personal Possessions Within The Insured Address.</li> </ul>
Fire	<ul> <li>Loss or damage caused by scorching without a fire actually starting.</li> </ul>
Explosion, lightning, or earthquake	
Smoke	<ul> <li>Loss or damage caused by smog, agricultural or industrial operations, or anything which happens gradually.</li> </ul>
Storm or flood	<ul> <li>Loss or damage caused by dampness or condensation.</li> <li>Loss or damage to <b>personal possessions</b> left in the open.</li> </ul>
Subsidence or heave of the site on which the insured address stands or landslip or landslide	<ul> <li>Loss or damage caused by coastal or river erosion.</li> <li>Loss or damage caused by bedding down of new structures or settlement of newly made up ground.</li> <li>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials, which form part of the <b>insured address</b>.</li> <li>Any claim for which compensation is provided by another source.</li> <li>Loss or damage resulting from demolition or structural repairs or alterations to the <b>insured address</b>.</li> <li>Loss or damage caused because solid floors have moved unless the foundations of the outside walls are damaged at the same time and by the same cause.</li> </ul>

# **SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS** (Continued) Your schedule will show whether you have cover under this section and the sum insured and specified items applicable.

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul> <li>Loss or damage caused by or from faulty workmanship or materials or poor or faulty design.</li> </ul>
<ul> <li>Escape of oil from any fixed domestic heating installation.</li> <li>Escape of water from any washing machine, dishwasher, refrigerator or freezer, fixed domestic water or heating installation or fixed fish tank.</li> </ul>	<ul> <li>Loss or damage:</li> <li>Occurring when the <b>insured address</b> is <b>unoccupied</b>.</li> <li>To the component or appliance from which the water or oil escapes.</li> </ul>
Theft or attempted theft	<ul> <li>Theft from an unattended motor vehicle.</li> <li>Loss or damage caused by you or anyone who lives with you.</li> <li>Loss or damage occurring when the insured address is unoccupied, unless shown on your schedule.</li> </ul>
Impact within the <b>insured address</b> involving a vehicle, train or animal.	<ul> <li>Damage caused by:</li> <li>Domestic pets for which <b>you</b> are responsible.</li> <li>Insects or vermin.</li> </ul>
Impact within the <b>insured address</b> involving an aircraft or aerial device or anything falling from them.	
<ul> <li>Possessions temporarily away from the insured address</li> <li>We will pay for loss of or damage to your personal possessions by an insured event while temporarily removed from the insured address to: <ul> <li>Your permanent home address.</li> <li>Any occupied private dwelling.</li> <li>Any other building where you are temporarily residing.</li> </ul> </li> </ul>	<ul> <li>The maximum amount payable is €500 unless your personal possessions are in your permanent home address, in which case cover is as shown in your schedule.</li> <li>Any loss resulting from theft unless following forcible and violent entry except in your permanent home address.</li> <li>Any loss or damage occurring outside Ireland (and where your permanent home address is in Northern Ireland, outside Ireland and Northern Ireland).</li> <li>The excess shown in your schedule.</li> <li>Loss or damage while your personal possessions are in storage.</li> <li>Anything under the 'what is not covered' paragraphs for any other cause.</li> </ul>
Transit at the beginning and end of a college / university term We will pay for loss of or damage to your personal possessions by an insured event while in direct and undiverted transit for the sole purpose of moving between the insured address and the permanent home address at the beginning and end of each college/university term.	<ul> <li>Theft from any private motor vehicle whilst left unattended unless at a designated service station.</li> <li>Theft while contents' are left unattended unless securely locked away from view.</li> <li>The maximum amount payable is €500 for any single carrying device and its contents.</li> <li>Any theft where the contents are not stored in a locked boot, or concealed from sight in the glove compartment or luggage section of the vehicle.</li> <li>Any loss occurring outside Ireland (and where your permanent home address is in Northern Ireland, outside Ireland and Northern Ireland).</li> <li>The excess shown in your schedule.</li> <li>Loss or damage to china, glass or pottery.</li> <li>Loss or damage or being moved to or from storage.</li> <li>Loss or damage caused by damp, vermin or fungus.</li> </ul>

# **SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS** (Continued)

Your schedule will show whether you have cover under this section and the sum insured and specified items applicable.

WHAT IS COVERED	WHAT IS NOT COVERED
Liability for rented household goods We will pay for all sums, which <b>you</b> become legally liable to pay following loss or damage by an insured event to household goods (other than telephones) rented under the terms of a formal rental agreement while in the <b>insured</b> address.	<ul> <li>Any loss unless you are named as the party responsible for the rented goods on the rental agreement with the company concerned.</li> <li>Any claim in excess of that stated on a 'written down valuation' acceptable to us and supplied from the central accounts office of the rental company concerned.</li> <li>Any liability assumed by you for any part of a third party's contractual liability whether based upon contribution towards rent or otherwise.</li> <li>Any loss or damage occurring away from the insured address.</li> <li>Any loss unless supported by the original rental agreement.</li> <li>The excess shown in your schedule.</li> </ul>

# **SECTION 2: REPLACEMENT LOCKS AND KEYS**

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

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in <b>your schedule</b> for the cost of replacing keys and locks to an external door at the <b>insured address</b> following damage resulting from burglary.	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Replacement Locks &amp; Keys.</li> </ul>

# SECTION 3A: DESKTOP COMPUTER EQUIPMENT | ROOM ONLY

Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for loss of or damage to your desktop computer equipment caused by any of the insured events listed under Section 1 - Personal Possessions Within the Insured Address, whilst in the insured address when the insured address is occupied.	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Desktop Computer Equipment   Room Only.</li> <li>The cost of replacing data and software, which has not been purchased commercially.</li> <li>Loss or damage caused by or arising from: <ul> <li>Wear and tear, depreciation or any gradually operating cause.</li> <li>Faulty design or workmanship or the use of faulty materials.</li> <li>Moths, insects, parasites, beetle or vermin.</li> <li>Corrosion, fungus, mildew or rot.</li> <li>Atmospheric or climatic conditions, frost or the action of light.</li> <li>Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.</li> </ul> </li> </ul>

# SECTION 3A: DESKTOP COMPUTER EQUIPMENT | ROOM ONLY (Continued)

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

WHAT IS COVERED	WHAT IS NOT COVERED
	<ul> <li>Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> <li>Property used for business purposes.</li> <li>Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.</li> <li>Loss or damage by any heating process.</li> <li>Loss or damage occurring when the insured address is unoccupied.</li> <li>Customs or other official body confiscating your belongings.</li> <li>Loss or damage caused by pets.</li> </ul>

## SECTION 3B: i'PAD'S, LAPTOP'S & PORTABLE COMPUTER EQUIPMENT | ROOM ONLY

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

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for loss of or damage to your iPad and/or laptop & portable computer equipment caused by any of the insured events listed under Section 1 - Personal Possessions Within the Insured Address, whilst in the insured address when the insured address is occupied.	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for iPad's, Laptop's &amp; Portable Computer Equipment   Room Only.</li> <li>The cost of replacing data and software, which has not been purchased commercially.</li> <li>Loss or damage caused by or arising from: <ul> <li>Wear and tear, depreciation or any gradually operating cause.</li> <li>Faulty design or workmanship or the use of faulty materials.</li> <li>Moths, insects, parasites, beetle or vermin.</li> <li>Corrosion, fungus, mildew or rot.</li> <li>Atmospheric or climatic conditions, frost or the action of light.</li> <li>Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.</li> <li>Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> </ul> </li> <li>Property used for business purposes.</li> <li>Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.</li> <li>Loss or damage occurring when the insured address is unoccupied.</li> <li>Customs or other official body confiscating your belongings.</li> <li>Loss or damage caused by pets.</li> </ul>

# **SECTION 4: RENTAL PROTECTION**

Cover only applies if shown in your schedule

#### WHAT IS COVERED

We will pay up to the **sum insured** selected and shown in **your schedule** in any one **period of insurance** in respect of the pro-rata reimbursement of rent paid in advance or due under a signed Rental Agreement, subject to a 14 day deferred period:

- a) if you become temporarily totally disabled as a result of sickness or accidental bodily injury which results in your disablement and you are unable to remain in your rented accommodation, or
- b) in the event of **your** death.

#### Conditions

- We will require a **Doctor's** Certificate or letter confirming the **accident / sickness** from a practising qualified medical practitioner in Ireland (and where **your** permanent home address is in Northern Ireland, in Ireland or Northern Ireland). Such Certificate/letter to be obtained at **your** own expense.
- In the event of a claim, a medical advisor(s) appointed by us shall be allowed as often as may be deemed necessary to examine you.

#### WHAT IS NOT COVERED

- The excess shown in your schedule.
- Any amount above the **sum insured** stated on **your policy schedule** for Rental Protection.
- Any claim arising from a **pre-existing medical condition**.
- No cover shall be in force for the first 14 days (the deferred period).
- Any amounts recoverable from elsewhere or if the student is released from their obligations by the accommodation provider.
- 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) **You** committing or attempting to commit suicide or intentional self-inflicted injury.
  - c) **Your** deliberate exposure to exceptional danger except in an attempt to save human life.
  - d) Your own criminal act.
  - e) **You** being under the influence of alcohol.
  - f) You being a 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.
  - g) **You** being engaged in winter sports, mountaineering, racing or any form of operational duties as a member of the armed forces or Territorial Army.
  - h) **You** engaging in aviation except when travelling by air as a paying passenger.
  - You engaging in parachute jumping, bungee jumping or free fall jumping, skin-diving involving breathing apparatus, potholing, hanggliding or participating in any dangerous sports other than as part of the course of study.
- Any claim if you are under 16 or over 75 years of age (except where prior agreement has been made).

# **SECTION 5: PERSONAL ACCIDENT**

Cover only applies if shown in your schedule

#### WHAT IS COVERED

We will pay you or your estate the appropriate benefit specified below should you sustain injuries resulting solely and directly from accidents caused by external violent and visible means arising during the period of insurance within Ireland (and where your permanent home address is in Northern Ireland, within Ireland or Northern Ireland), which directly and independently of any other cause results in your death or disablement as specified within 12 months of the occurrence.

#### Benefits

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

Sum Insured Selected	€15,000
Death	€15,000
Permanent Total	
Disablement as a result	
of accidental bodily	
injury occurring in Ireland (and	€15,000
where <b>your</b> permanent home	015,000
address is in Northern Ireland, in	
Ireland or Northern Ireland) during	
the period of insurance	
Total loss of or loss of use of:	
Visual power of both eyes	€5,625
Right arm	€5,250
One leg	€5,250
Left arm	€4,875
Right hand	€4,500
Left hand	€3,750
Auditive power of both ears	€3,750
One foot	€3,750
Right forefinger	€1,125
Left forefinger	€900
Right ring or middle finger	€600
Left ring or middle finger	€450
Big toe	€375
Other toe	€225

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

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

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

#### WHAT IS NOT COVERED

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

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

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

a) an outbreak of an **infectious or contagious disease**, that the World Health Organisation (WHO) has declared a Public Health Emergency of International Concern (PHEIC).

This exclusion will apply:

i. apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified **doctor** before the date of any such declaration(s), and/or

ii. until the World Health Organisation (WHO) cancels or withdraws any relevant PHEIC.

# SECTION 6: COLLEGE UNIVERSITY PROPERTY ON LOAN Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>Liability for college / university library books and college / university property on loan.</li> <li>We will pay up to the amount shown in your schedule for loss or damage for which you are legally liable following loss of or damage to college/university property on loan or college/university library books by an insured event while</li> <li>In your insured address.</li> <li>In your permanent home address.</li> <li>In direct transit at the beginning and end of your college/university term while moving between the insured address and the permanent home address.</li> </ul>	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for College   University Property On Loan.</li> <li>Any loss or damage occurring outside Ireland (and where your permanent home address is in Northern Ireland, outside Ireland and Northern Ireland).</li> <li>Property unless it is in your immediate custody and control.</li> <li>Theft from an unattended motor vehicle.</li> </ul>

# SECTION 7: LANDLORDS PROPERTY | TENANTS LIABILITY Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will pay, at our discretion direct to the landlord, up to the amount shown in your schedule, for sums which you become legally liable to pay as damages in respect of:</li> <li>Theft of landlords' material property in your custody and control for which you are legally responsible under the terms of a formal tenancy agreement.</li> <li>Fire damage to landlord's material property in your custody and control for which you are legally responsible under the terms of a formal tenancy agreement.</li> <li>Fire damage to landlord's material property in your custody and control for which you are legally responsible under the terms of a formal tenancy agreement.</li> </ul>	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Landlords Property   Tenants Liability.</li> <li>Loss while the insured address is unoccupied.</li> <li>Theft or attempted theft by you or by anyone who is living with you.</li> </ul>

# SECTION 8: ACCIDENTAL DEATH, INJURY OR ILLNESS OF A FINANCIALLY SUPPORTING PARENT OR GUARDIAN

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

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will pay up to the sum insured selected and shown in your schedule in any one period of insurance following:</li> <li>accidental death; or</li> <li>accidental bodily injury or illness;</li> <li>of a parent or guardian on whom you are financially dependent to complete your course.</li> <li>Such death of the parent or guardian on which you are financially dependent on, to arise solely from bodily injury by external violent and visible means during the period of insurance.</li> <li>Such accidental bodily injury or illness to result in temporary total disablement during the period of insurance to the parent or guardian you are financially dependent on.</li> </ul>	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Accidental Death, Injury or Illness of a Financially Supporting Parent or Guardian.</li> <li>Any claim: <ul> <li>if the parent or guardian is not resident in Ireland or Northern Ireland.</li> <li>not supported by a medical certificate or medical report from the treating doctor confirming details of the bodily injury and/or illness.</li> <li>where the insured does not continue on the course, they were attending within 12 months.</li> <li>where the insured cannot provide proof that they were financially dependent on the parent or guardian that suffered accidental death.</li> </ul> </li> <li>Any claim for accidental death of a parent or guardian: <ul> <li>not supported by a death certificate</li> </ul> </li> </ul>

# **SECTION 9: ACCIDENTAL DAMAGE**

Cover only applies if shown in your schedule

#### WHAT IS COVERED

We will pay up to the amount shown in **your schedule** for **accidental** damage occurring within **your insured address** in respect of audio equipment, camera equipment, computer equipment, games consoles, television, video and DVD players, owned by **you**.

#### WHAT IS NOT COVERED

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

# SECTION 10: MOBILE PHONES | COVER ANYWHERE WITHIN IRELAND

Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will pay up to the sum insured stated in the schedule for:</li> <li>A. Accidental damage Repair or replacement to the same or similar specification of the insured phone if the insured phone is subject to accidental damage. </li> <li>B. Accidental loss Replacement to the same or similar specification if the insured phone is subject to accidental loss. C. Theft Should the insured phone be stolen we will replace it with a mobile phone of the same or similar specification. D. Malicious damage Repair or replacement to the same or similar specification of the insured phone, if the insured phone is damaged through the intentional or deliberate acts of any other party other than you.</li></ul>	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Mobile Phones   Cover Anywhere Within Ireland.</li> <li>Any amount above €500 for malicious damage of the insured phone.</li> <li>Any amount above €150 for accessories which were accidentally lost, stolen or damaged at the same time as your insured phone.</li> <li>Any claim occurring outside Ireland (and where your permanent home address is in Northern Ireland, outside Ireland and Northern Ireland).</li> <li>Any loss suffered as a result of not being able to use the insured phone.</li> <li>For theft of the insured phone, any claim: <ul> <li>From an unattended motor vehicle except where all steps have been taken to conceal the insured phone e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated.</li> </ul> </li> </ul>

#### In addition, we will also pay for:

#### E. Mechanical breakdown

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

#### **F. Accessories**

Accessories up to  ${\in}150$  that were **accidentally** lost, stolen or damaged at the same time as **your** insured phone.

#### G. Unauthorised Calls:

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

"Pay as You Go" phones – If you have a "Pay as You Go" type phone, then our liability will be limited to a maximum of €20.

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

- From any convertible vehicle unless concealed in a locked boot.
- Where **you** have left the insured phone unattended.
- Where **you** have not taken all precautions to prevent the theft of the insured phone.
- Where theft of the insured phone has not been reported to the Gardai and recorded as a theft and allocated a crime reference number.
- Where **you** have not notified **your** airtime provider within 24 hours of the discovery of the theft.
- For accidental loss of the insured phone, any claim:
  - Where loss of the insured phone has not been reported to the Gardai and recorded as a theft and allocated a crime reference number.
  - Where **you** have not notified **your** airtime provider within 24 hours of **your** discovery of the incident.
- Damage caused by:
  - **You** deliberately damaging or neglecting the insured phone.
  - Not following the manufacturer's instructions.Pets.
- Accidental damage where the insured phone has not been sent to **us** for inspection.
- Malicious damage caused by an immediate family member.
- Repair or replacement cost for:
  - Loss caused by a manufacturer's defect or recall of the insured phone.
  - Loss, damage or theft of smart or SIM cards unless installed in the insured phone and in your possession.
  - Calls made after the insured phone has been stolen if a phone lock has not been installed.
  - Any cosmetic damage to the insured phone.Any repairs carried out by persons not
  - authorised by **us**.
  - Loss, damage or recoverable under the terms of any other guarantee, warranty or insurance.
  - Loss, damage or theft of a smart or SIM card which has not been removed from the insured phone before the insured phone is sent off to be repaired.
  - The cost of repairing or replacing accessories, peripherals or electrical connections and any loss caused by their use unless stated on **your** schedule.
  - Any mobile phone purchased from outside Ireland.

# SECTION 11: SPECIFIED ITEMS | COVER ANYWHERE WITHIN IRELAND Cover only applies if shown in your schedule

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the <b>sum insured</b> specified in <b>your</b> schedule for theft or <b>accidental</b> damage to <b>your</b> specified items listed in <b>your schedule</b> occurring anywhere within Ireland.	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for each specified item listed under the Specified Items   Cover Anywhere Within Ireland section.</li> <li>Accidental loss.</li> <li>Any claim occurring outside Ireland (and where your permanent home address is in Northern Ireland, outside Ireland and Northern Ireland).</li> <li>Theft from unattended motor vehicles.</li> <li>Loss or damage caused by or arising from: <ul> <li>Wear and tear, depreciation or any gradually operating cause.</li> <li>Faulty design or workmanship or the use of faulty materials.</li> <li>Moths, insects, parasites, beetles or vermin.</li> <li>Corrosion, fungus, mildew or rot.</li> <li>Atmospheric or climatic conditions, frost or the action of light.</li> <li>Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.</li> <li>Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.</li> </ul> </li> <li>Property used for business purposes.</li> <li>Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.</li> <li>Loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.</li> <li>The cost of replacing data and software, which has not been purchased commercially.</li> <li>Laptop &amp; portable computers and accessories.</li> <li>Pedal cycles and accessories.</li> <li>Customs or other official body confiscating your belongings.</li> <li>Loss or damage caused by pets.</li> </ul>

# SECTION 12: PEDAL CYCLES | COVER ANYWHERE WITHIN IRELAND (WITHIN EUROPE FOR UP TO 45 DAYS)

Cover only applies if shown in your schedule

#### **Definitions**

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

#### Accessories

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

#### Bodily injury

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

#### Pedal Cycle

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

#### Territorial Limits

means Ireland (and where **your** permanent home address is in Northern Ireland, it means Ireland or Northern Ireland), in which **you** must be a resident. Cover is extended within Europe for a maximum of 45 days during the **period of insurance**, subject to any repairs being carried out in Ireland by repairers approved by **us**.

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay up to the amount shown in your schedule for: A. Accidental damage Repair or replacement to the same or similar specification of your insured <i>pedal cycle</i> if your insured <i>pedal cycle</i> is subject to accidental damage. The most we will pay for <i>pedal cycle accessories</i> is €150.	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within Ireland (Within Europe For Up To 45 Days).</li> <li>Pedal cycle accessories unless the pedal cycle is damaged at the same time.</li> <li>Loss or damage whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.</li> <li>Any claim outside of the <i>territorial limits</i>.</li> <li>Any claim arising directly or indirectly as a result of: <ul> <li>you deliberately damaging or neglecting the pedal cycle;</li> <li>you not using or maintaining the pedal cycle in accordance with the manufacturer's instructions;</li> <li>routine servicing, inspection, maintenance or cleaning.</li> </ul> </li> <li>Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the pedal cycle.</li> <li>Loss or damage caused by pets.</li> <li>Any claim relating to corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.</li> <li>Depreciation in value, indirect loss or property more</li> <li>specifically covered by this or any other insurance.</li> <li>Any loss or damage caused to the pedal cycle in transit unless: <ul> <li>It is transported by a recognised transport firm and a receipt obtained for the journey, or</li> <li>It is transported on public transport where you accompany it on the same journey.</li> </ul> </li> </ul>

# SECTION 12: PEDAL CYCLES | COVER ANYWHERE WITHIN IRELAND (WITHIN EUROPE FOR UP TO 45 DAYS) (Continued)

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

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>B. Accidental loss</li> <li>Replacement to the same or similar specification if your insured <i>pedal cycle</i> is subject to accidental loss.</li> <li>Where only part or parts of the <i>pedal cycle</i> have been lost, we will only replace that part or parts.</li> <li>The most we will pay for <i>pedal cycle accessories</i> is €150.</li> </ul>	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within Ireland (Within Europe For Up To 45 Days).</li> <li>Pedal cycle accessories unless the pedal cycle is lost at the same time.</li> <li>Loss whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.</li> <li>Any claim outside of the territorial limits.</li> <li>Any claim for accidental loss if you are unable to clearly identify the time, date and place of loss of your pedal cycle.</li> <li>Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.</li> </ul>
C. Theft Should your insured <i>pedal cycle</i> be stolen we will replace it with a <i>pedal cycle</i> of the same or similar specification. The most we will pay for <i>pedal cycle accessories</i> is €150.	<ul> <li>The excess shown in your schedule.</li> <li>Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within Ireland (Within Europe For Up To 45 Days).</li> <li>Pedal cycle accessories unless the pedal cycle is stolen at the same time.</li> <li>Any claim outside of the territorial limits.</li> <li>Theft from unattended motor vehicles.</li> <li>Any theft claim that is not: <ul> <li>accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim.</li> <li>reported to the Gardai within 48 hours of discovery of the incident.</li> </ul> </li> <li>Loss whilst the pedal cycle is being used for racing, competitions, professionally or for any trade purposes.</li> <li>Theft of any unattended pedal cycle unless in a building or securely locked to a permanent fixture through the frame of the pedal cycle is left outside of a locked building for a period of 24 hours or more unless stored in designated cycle storage on campus for not more than 30 days.</li> <li>Any loss caused to the pedal cycle in transit unless: <ul> <li>It is transported on public transport where you accompany it on the same journey.</li> </ul> </li> </ul>
<ul> <li>D. Public Liability</li> <li>We will pay up to €1,000,000, for amounts which you become legally liable to pay, including costs and expenses incurred with our written consent, in defence of a claim for damages as a result of you being in possession of your insured <i>pedal cycle</i> and causing:</li> <li>a) <i>bodily injury</i> by accident, or</li> <li>b) damage to property</li> <li>happening during the period of insurance.</li> </ul>	<ul> <li>The excess shown in your schedule.</li> <li>Any claim outside of the <i>territorial limits</i>.</li> <li>Liability in respect of: <ul> <li>bodily injury to any member of your family or who lives with you.</li> <li>damage to property owned by you or in your care or under the control of you or any member of your family or who lives with you or any member of your family or who lives with you or any person employed by you.</li> <li>any trade, profession, business or employment</li> </ul> </li> </ul>

<ul> <li>We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.</li> <li>If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.</li> </ul>	<ul> <li>or student placement.</li> <li>any contract which you have entered into unless legal liability would have attached anyway.</li> <li>any action for damages brought in a court outside Ireland or Northern Ireland.</li> <li>Any wilful or malicious act by you.</li> <li>Any liability: <ul> <li>as a result of the <i>pedal cycle</i> being used for racing, competitions or professionally.</li> <li>which happens outside the <b>period of</b> insurance.</li> <li>as a result of the use, ownership or possession of any mechanically propelled vehicle (other than a <i>pedal cycle</i>).</li> </ul> </li> </ul>
E. Replacement bike hire within Ireland We will pay €70 per week up to maximum of €420, for the cost of hiring an alternative pedal cycle from a recognised reputable bike dealer whilst awaiting repair or replacement of <b>your</b> <i>pedal cycle</i> when the subject of an approved claim.	<ul> <li>Any amount above €70 per week and €420 in total in respect of the cost of hiring an alternative pedal cycle.</li> <li>Any hire costs that: <ul> <li>have not been agreed with us prior to you incurring the costs.</li> <li>cannot be substantiated with an invoice from a recognised supplier.</li> <li>are greater than a normal charge through a recognised supplier.</li> <li>are incurred by anyone other than you.</li> </ul> </li> <li>Any hire costs to your pedal cycle.</li> </ul>

# **BASIS OF SETTLING CLAIMS**

#### How we settle claims for Personal Accident

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

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

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

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

1. If an item has been damaged and it can be economically repaired, **we**, WUL or their representative will either arrange or authorise repair and **we**, WUL or their representative will pay the cost of repair.

Otherwise, **we**, WUL or their representative will replace the item with a new one of similar quality through **our** preferred suppliers, or **we**, WUL or their representative will pay the replacement cost of a new item of similar quality.

If **we**, WUL or their representative agree not to repair or replace an item, **we**, WUL 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**, WUL 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, WUL or their representative will not pay for any loss of value to any item, which we have repaired or replaced.
- 4. Where an **excess** applies, this will be taken off the amount of **your** claim.
- 5. If loss or damage happens and the **sum insured** on **your schedule** is less than the cost of replacing all **your** possessions as new, **we**, WUL
- 6. or their representative will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

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

# **CLAIMS CONDITIONS**

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

WHAT IS COVERED	WHAT IS NOT COVERED
<ul> <li>We will repair or replace the lost or damaged property or pay in cash or vouchers the amount of the loss or damage.</li> <li>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.</li> <li>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.</li> </ul>	<ul> <li>We will not pay more in total than the sum insured stated on your schedule and this must be adequate to cover the full cost of replacing as new all items, other than clothing, household linen and rented household goods, and college/university property on loan.</li> <li>We will deduct an amount for wear, tear and depreciation in respect of:         <ul> <li>Clothing and household linen.</li> <li>Rented household goods.</li> <li>College/university property on loan.</li> </ul> </li> <li>Set in your schedule or in this policy are limits in respect of individual items or groups of items:         <ul> <li>personal possessions</li> <li>desktop computer equipment.</li> <li>ipad's, laptops &amp; portable computers.</li> <li>mobile phones.</li> <li>collection of CD's, DVD's &amp; other data carrying media.</li> </ul> </li> </ul>

# **GENERAL CONDITIONS APPLICABLE TO YOUR WHOLE POLICY**

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

#### 1. The Value of Your Property

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

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

#### 2. Average

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

#### 3. Taking care

You must at all times

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

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

#### 4. Fraud

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

#### 5. Cancellation

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

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

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

b) You can cancel this policy within 14 days of the start date, or if later, within 14 days of the date you receive this document and your schedule. We will refund any premiums you have paid, as long as you have not made a claim and do not intend to make a claim.

**You** can also cancel **your** policy at any other time and provided no claim has been made during the current **period of insurance**, **you** will be entitled to a refund of a proportion of the premium **you** have paid, subject to a deduction of one twelfth for each month of cover **you** have received; or part thereof; plus, a  $\leq 12.50$  administration fee.

#### 6. Arbitration

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

#### 7. Change of address

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

#### 8. Financial Sanctions

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

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

# **GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY**

These exclusions apply to the whole policy.

#### 1) Radioactive contamination

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

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

#### 2) War Risks

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

#### 3) Sonic Bangs

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

#### 4) Pollution or contamination

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

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

#### 5) Reduction in value

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

#### 6) Miscellaneous exclusions

We will not pay for:

- a) Any liability arising from an agreement, which would not have existed in the absence of that agreement.
- b) Any **accident**, injury, loss or damage occurring before the cover under this policy started.
- c) Any loss or damage caused by deception, unless it is only entry that is gained by deception.
- d) Any liability arising directly or indirectly from any business, profession or trade.

- e) Any property primarily owned or held in trust in connection with any business, profession or trade, other than that relating to the letting of **your** property.
- f) Any property used for entertaining where any form of payment is received.

#### 7) Uninsurable Risks

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

#### 8) Matching items

**We** will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set or other item of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

#### 9) Existing and deliberate damage

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

#### 10) Terrorism

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

#### 11) Infectious or contagious disease

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

a) an infectious or contagious disease;

b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

#### 12) Cyber and data exclusion clause

We will not pay for any:

#### a) <u>Cyber</u> -

Loss, damage, liability, cost or expense caused deliberately or accidentally by:

i the use of or inability to use any application, software, or programme;

- ii any computer virus;
- iii any computer related hoax relating to i and/or ii above.

b) Electronic data -

Loss of or damage to any electronic data (for example files or images) wherever it is stored.

# HOW TO MAKE A CLAIM

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

Cover4students Claims Team, Stream Claim Solutions, Copthall House King Street Newcastle under Lyme ST5 1EL

Telephone: 00 44 161 974 1101

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

- 2) If **you** have a valid claim, obtain a claim form from <u>www.cover4students.com</u>. Complete and return it along with:
  - a) Receipts, bills, valuations or repair estimates as appropriate for all claims for loss or damage.
  - b) Full details of **accident** or injury and early prognosis for personal **accident** claims.

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

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

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

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

# **COMPLAINT NOTICE**

#### **OUR SERVICE COMMITMENT TO YOU**

Wrightway Underwriting Ltd (Wrightway) aim to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times Wrightway are committed to providing **You** with the highest standard of service. Any complaint, questions or concerns should be addressed in the first instance to:

Complaints Officer Wrightway Underwriting Ltd Wrightway House Ardcavan Business Park Ardcavan Co Wexford Y35 FP8A Tel: +353 91 67100 Email: <u>customersupport@wrightway.ie</u> Website: <u>www.wrightway.ie</u>

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be your point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made. A decision on **your** complaint will be provided to **you**, in witing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 DO2 VH29 Republic of Ireland Tel: +353 1 567 7000 Email: <u>info@fspo.ie</u> Website: <u>www.fspo.ie</u>

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <u>www.ec.europa.eu/odr</u>.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

# **DATA PROTECTION NOTICE**

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

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

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

In summary:

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

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

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

We and WUL may also collect sensitive personal information about you, and any additional people who you wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:
Medical records to validate a claim should you be claiming for sickness or an accident.

**We** and WUL collect and process **vour** personal information for the purpose of insurance and claims administration.

The **Administrator** will also process **your** personal information for the purpose of insurance administration.

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

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

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

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

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

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

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

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

# FINANCIAL SERVICES COMPENSATION SCHEME

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

# **IMPORTANT CONTACTS**

#### MAKE A CLAIM

Download a claim form: Telephone: E-Mail: www.cover4students.com

00 44 161 974 1101 claims@cover4students.com

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

Please contact us:

By Telephone:

By E-mail:

By Post:

00 44 161 772 3390

customerservices@cover4students.com

Cover4students, Wrightway Underwriting Ltd Wrightway House Ardcavan Business Park Ardcavan Co Wexford Y35 FP8A

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

# cover 4 students.