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**COLLEGE STUDENT POSSESSIONS**  
**POLICY WORDING**

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## General Conditions

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### 1. Policy Voidable

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

### 2. Observance of Terms

It is a requirement of this Policy that liability of the Company is conditional upon observance of the terms of this Policy relating to anything to be done or complied with by the Policyholder. This shall include any requirements described in this Policy or any clause attaching to and forming part of this Policy as condition precedents to any liability of the company.

### 3. Reasonable Precautions

The Policyholder at his own expense shall

- (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy.
- (B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

### 4. Alterations

This Policy shall be avoided if

- (A) the business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- (B) the Policyholder's interest cease otherwise than by death or
- (C) any alteration be made either in the Business or in any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company

### 5. Cancellation

This Policy may be cancelled

- (A) by the Company giving 30 days notice in writing to the Policyholder at his last known address Thereupon the Policyholder shall become entitled to a proportionate return of premium
- (B) by the Policyholder giving 30 days notice in writing to the Company at the address shown in the Schedule The Policyholder shall be entitled only to a return premium in accordance with the Company's usual short period scale

The Policyholder shall not be entitled to any return premium if a claim has been made in the then current Period of Insurance

## **6. Non Payment – Consumer Credit Termination Clause**

The Company reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

## **7. The Company's Liability**

For all purposes including but not limited to the application of the Sums Insured or Limits of Indemnity and consideration of when and how the Policy will respond all parties included in the definition of the Policyholder in the Schedule shall constitute one Policyholder or one party or legal entity so that there will be only two parties to the contract of insurance between the Policyholder and the Company

## **8. Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based or if the Policyholder is based in either the Channel Islands or the Isle of man the courts of whichever of those two places in which the Policyholder is based

## **9. Financial or Trade Sanctions**

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

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## Claims Conditions

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### 1. Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Policyholder or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Policyholder all benefit under this Policy shall be forfeited

### 2. Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall

- (A) notify the Company in writing as soon as reasonably practical
- (B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
- (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish loss
- (D) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- (E) within 30 days (7 days in the case of loss destruction or damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity period or such further time as the Company may allow at his own expense deliver to the Company
  - (1) full information in writing of the claim
  - (2) details of any other insurance relating to the claim
  - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
  - (4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it

If the terms and conditions have not been complied with

- (1) no claim under this Policy shall be payable
- (2) any payment on the account of the claim already made shall be repaid to the Company immediately

### 3. Rights of The Company

- (A) On the happening of any loss destruction or damage in respect of which a claim is made or may be made under this Policy the Company and any person authorised by them may
- (1) enter take or keep possession of the Premises where such loss destruction or damage has occurred
  - (2) take possession of or require to be delivered to them the property insured
  - (3) deal with such property for all reasonable purposes and in any reasonable manner
- without thereby incurring liability or diminishing any of the Company's rights under this Policy
- (B) No property may be abandoned to the Company whether taken possession of by the Company or not

### 4. Rights of Recovery

The Policyholder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Policyholder.

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

### 5. Contribution

If at the time of any claim there is any other insurance covering the Policyholder's interest in the property lost, destroyed or damaged the Company's liability under this Policy shall be limited to its rateable proportion of such claim.

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

**6. Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a requirement to any right of action against the Company.

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## College Students Possessions Insurance

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If any of the property insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Student of the College the amount of loss or at its option reinstate or replace such property

Provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this Insurance Damage shall mean loss destruction or damage

### Cover A and G: Insurance of the Contents

#### Definitions

**Contents** shall mean

- household goods and personal effects which belong to or are the responsibility of the student
- deeds and documents up to £1,000
- visitors personal effects up to £250

but excluding

- (A) motor vehicles (other than gardening machinery and pedestrian controlled vehicles)
- (B) caravans trailers aircraft hovercraft or boats or parts or accessories for any of them
- (C) swimming pool covers
- (D) pets and livestock
- (E) securities of any kind
- (F) property more specifically insured

**High Risk Items** shall mean

Television radio recording and audio equipment jewellery gold silver and articles of precious metal personal computers clocks watches cameras furs pictures works of art and curios stamp coin and other collections

#### Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 Fire lightning explosion earthquake
- 2 Storm or flood
- 3 a) Water escaping from fixed water or heating installations washing machines or dishwashers  
b) Oil escaping from a fixed heating installation
- 4 Riot civil commotion strikes or labour disturbances excluding  
1) loss or Damage occurring in Northern Ireland
- 5 Malicious persons or vandals excluding  
1) loss or Damage occurring in Northern Ireland  
2) loss or Damage caused by any student of the college
- 6 Theft or attempted theft excluding Damage  
1) by deception unless only entry is gained by deception



- 2) caused by any student of the college
  - 3) where there is no forcible and violent entry or exit except where occupant is inside
- 7** Subsidence or ground heave excluding Damage
- 1) resulting from movement of solid floor slabs unless the foundations beneath the external walls are damaged by the same cause and at the same time
  - 2) resulting from coastal or river erosion
  - 3) resulting from demolition of or structural alteration or structural repair to the premises
  - 4) resulting from faulty workmanship or the use of defective materials
- 8** Falling television or radio aerials aerial fittings or masts
- 9** Falling trees or branches
- 10** Collision involving aircraft or aerial devices or anything dropped from them vehicles or animals excluding Damage
- 1) caused by domestic pets
- 11** Accidental breakage of mirrors plate glass tops to furniture and fixed glass in furniture
- 12** Accidental damage to televisions audio video and computer equipment excluding Damage
- 1) by wear and tear, depreciation, gradually operating cause, process of cleaning, repair or restoration, mechanical or electrical breakdown
  - 2) to items damaged outside the Premises
- 13** Accidental damage caused by any student of the college to the landlords contents fixtures and fittings greenhouses and sheds part of the structure decorations that are the responsibility of any student of the college under a tenancy agreement  
Maximum limit of indemnity £5,000

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

#### **Accidental Damage Cover**

We will pay the cost of replacement as new, except for

- i. household linen and clothing where a deduction for wear and tear will be made
- ii. items that can be economically repaired (including household linen and clothing) where the cost of repair will be paid
- iii. deeds and documents where we will pay only the value of the deed or document as stationery and for any expenses incurred in obtaining a copy of or re-writing the deed or document and re-stamping

If at the time of any loss or damage the sum insured on Contents is less than the cost of replacing all the Contents as new (less an allowance for wear and tear on items of household linen and clothing) we will pay the cost of replacement as new less a deduction for wear and tear)

We will not pay for the cost of replacing or repairing any undamaged part of the contents which forms part of a suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part

The maximum amount payable in respect of any one claim is the Sum Insured (less any student of the colleges' Contribution) subject to any limit stated in the Schedule

By **household linen** we mean towels bed and table linen

## **Covers B and C: Insurance of Personal Possessions**

### **Definition**

Personal Possessions shall mean valuables personal effects and clothing belonging to any student of the college and for which the student is legally responsible in or away from the premises

### **Cover**

Loss or Damage within the British Isles and while temporarily elsewhere in the custody or control of any student of the college provided that the period for which the student is outside the British Isles does not exceed 60 days in any Period of Insurance

### **Exclusions**

- i. Motor vehicles pedal cycles caravans trailers aircraft hovercraft or boats or parts or accessories on or in any of them
- ii. Pets and livestock
- iii. Securities documents of any kind money or credit cards
- iv. Unless specified in the Schedule china glass earthenware and other items of a brittle nature household goods domestic appliances contact lenses camping equipment or documents of any kind
- v. Damage to external television satellite receiving equipment
- vi. Property more specifically insured
- vii. Items stolen from a vehicle unless in a locked glove or luggage compartment and concealed from sight
- ix. Loss by deception unless only entry to the premises is gained by deception
- x. Loss or Damage caused by wear and tear depreciation insects vermin atmospheric or climatic conditions gradually operating cause process or cleaning dyeing repair alteration restoration mechanical or electrical breakdown delay confiscation or detention by order of the Government or Public or Police Authority
- xi. Loss or damage by riot or civil commotion outside England Scotland Wales the Isle of Man of the Channel Islands

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

We will pay the cost of replacement as new except for

- i. clothing where a deduction for wear and tear will be made
- ii. items that can be economically repaired (including clothing) where the cost of repair will be made

The maximum amount payable in respect of any one claim is the Sum Insured (subject to any Limits) stated in the Schedule

## **Cover D: Food in your Freezer**

### **Definition**

Food in your freezer means food in your home contained in a domestic deep freezer cabinet which is not more than 15 years old

### **Cover**

Loss or Damage caused by a rise or fall in temperature

### **Exclusions**

- i. Loss or Damage resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority
- ii. Loss or Damage caused by riot or civil commotion in Northern Ireland

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

We will pay the cost of replacement and if incurred the reasonable cost of hiring temporary alternative freezer space  
The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

## **Cover E : Personal Money and Credit Cards**

### **Definitions**

Personal Money shall mean money belonging to the any student of the college kept and used solely for private social and domestic purposes

Credit Cards shall mean Any credit cheque bankers or cash card issued in the British Isles to any student of the college

### **Cover**

Personal Money  
Loss or Damage within the British Isles and while temporarily elsewhere in the custody or control of any student of the college provided that the period for which the student is outside the British Isles does not exceed 60 days in any Period of Insurance

Credit cards  
Financial loss resulting from any credit card being stolen or accidentally lost and subsequently used by someone other than any student of the college

### **Exclusions**

- i. Loss due to confiscation to depreciation in value or to errors or omissions in receipts payments or accountancy
- ii. Loss due to riot and civil commotion outside England Scotland Wales the Isle of Man or the Channel Islands

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

Personal Money : We will pay the amount of money lost. The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

Credit cards: We will pay the amount for which any student of the college is responsible provided that the student has complied with all the terms and conditions under which the card is issued. The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

## **Cover F: Pedal Cycles**

### **Definition**

Pedal cycles shall mean any pedal cycles including accessories belonging to any student of the college. Value of accessories will be included within the value of cycle on the schedule

### **Cover**

Loss or Damage within the British Isles and while temporarily elsewhere in the custody or control of any student of the college provided that the period for which the student is outside the British Isles does not exceed 60 days in any Period of Insurance

### **Exclusions**

- i. Motor assisted pedal cycles
- ii. Theft unless by violent and forcible entry or exit to a building or if securely locked to an immovable object
- iii. Accessories unless stolen with the pedal cycle
- iv. Loss or Damage while being used for racing
- v. Loss or Damage caused by wear and tear depreciation atmospheric or climatic conditions gradually operating cause repair or mechanical or electrical breakdown
- vi. Loss or Damage caused by riot caused by civil commotion outside England Scotland Wales the Isle of Man or the Channel Islands

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

We will pay the cost of replacement as new except for pedal cycles that can be economically repaired where the cost of repair will be paid  
The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

## Exclusions which apply to whole of College Student Possessions Insurance

This insurance does not cover

### 1 **Radioactive Contamination**

Any expense consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by

- a) ionising radiations 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**

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 3 **Sonic Bangs**

Loss of damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 4 **Terrorism**

This insurance does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- b) in Northern Ireland civil commotion

This policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of providing that such Damage or loss is covered shall be upon any student of the college

## Liability Insurance

The Student of the College is indemnified against liability at law for damages and/or claimant's costs in respect of accidental bodily injury (including death disease or illness) or accidental damage to material property occurring during any Period of Insurance incurred

- a) solely as occupier (not as owner) of the Premises and its land
- b) solely in a personal capacity (not as occupier or owner of any buildings or land)
- c) as an employer to an employee

The Limit of Indemnity for all damages and claimant's costs resulting from one original cause is

- a) £10,000,000 in respect of accidental bodily injury to employees under a contract of service to any student of the college and arising out of and in the course of such employment
- b) £5,000,000 in respect of accidental damage to material property or other accidental bodily injury

The Company will also pay defence costs and expenses incurred with the Company's written consent

The Total amount payable for any one cause in respect of

- a) above shall not exceed £10,000,000 inclusive of all defence costs and expenses incurred with the Company's written consent
- b) above shall not exceed £5,000,000 inclusive of all defence costs and expenses incurred with the Company's written consent

## Exclusions applicable to Liability Insurance

The Indemnity will not apply to

- 1 Damage to property belonging to or held in trust by or in the custody or control of any student of the college
- 2 Injury or damage arising out of the employment profession or business of any student of the college
- 3 Injury (except to an employee) or damage arising out of ownership possession or use by or on behalf of any student of the college of mechanically propelled vehicles (except gardening machinery and pedestrian controlled vehicles) lifts caravans aircraft hovercraft or boats (other than hand propelled boats)
- 4 Liability assumed by agreement unless the liability would have existed without the agreement
- 5 Liability resulting directly or indirectly from the transmission of any communicable disease by any student of the college
- 6 Injury to any employee for which any student of the college is required to arrange motor insurance or security in accordance with any road traffic legislation within European Community