

# PUPILS' PERSONAL EFFECTS INSURANCE SCHEME

## CERTIFICATE WORDING

Please read this certificate wording, the schedule and any endorsements, which together form the policy document, to ensure that the cover provided meets with requirements.

### Details of Insurance Scheme Cover

If during the period of insurance, for which the premium has been paid on behalf of the insured person, the insured person suffers loss of or damage to their personal property during term time or on the insured person's direct journey to or from school/college at the beginning or end of each term, the insurers will indemnify the insured person as per the Schedule of Benefits, subject to the terms and conditions set out in this certificate wording. Cover during term time shall be full 24 hour anywhere within the geographical limits

### Geographical Limits

The United Kingdom including the Isle of Man and the Channel Islands, including transit between.

### Extension

The cover will automatically extend to include worldwide protection when the insured person is travelling a) direct to or from school/college at the beginning or end of each term and the normal place of residence is overseas and b) in connection with an official school/college trip under the direct control of a member of the school/college staff.

Cover will also apply on any official school/college trips during term time and official school/college trips during holiday periods (subject to the insured person being included in the scheme during the previous term).

Additionally, cover will apply to property left on the school/college premises outside the official school/college term, with the permission of the school/college, provided such property is kept in a locked room, designated by the school/college, and that in the event of theft, there is evidence of violent and forcible entry to the designated room.

### Exclusions

This certificate does not cover the following:

1. The first £25 of each and every loss,
2. Loss of or destruction of or damage to
  - a) motor vehicles and accessories
  - b) water-craft and accessories
  - c) cash, currency, bank notes and stamps
  - d) data reinstatement
  - e) contact or corneal lenses
  - f) items of jewellery, other than watches, with an individual value over £150 unless valuation can be proved
  - g) watches and items of jewellery with an individual value in excess of £500
  - h) mobile phones, iphones, smart phones, blackberrys and any other device which accesses a cellular radio system for the purpose of making or receiving phone calls, including their accessories such as carrying cases, battery chargers, hands-free mounting kits, memory cards or external antennae
  - i) livestock
  - j) Media downloads, such as MP3s, MP4s, digital films and programmes and computer games, but this shall not apply to loss of any computer application and system software up to a value of £100 any one claim where the device on which they are stored is stolen or damaged.
3. Loss or damage caused by moth, vermin, wear and tear, gradual deterioration or electrical or mechanical breakdown or derangement, unless the electrical or mechanical breakdown or derangement results from accidental damage.
4. Loss of or damage to pedal cycle tyres, lamps and accessories, unless the cycle is stolen or damaged at the same time.

5. Theft of cycles unless the theft occurs from a locked building and there is evidence of violent and forcible entry to the premises or whilst locked to an immovable object and there is evidence of the lock suffering violent and forcible removal or damage.
6. a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.  
b) Any legal liability of whatever nature.  
directly or indirectly caused by or contributed to, by or arising from:
  - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. Loss or damage directly or indirectly occasioned by, happening through or in consequence of 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.
8. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by biological or chemical contamination arising from:
  - a) terrorism
  - b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened suspected or perceived act of terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

  - i) the causing, occasioning or threatening of harm of whatever nature and by whatever means
  - ii) putting the public or any section of the public in fear  
in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
9. Theft from a parked unattended motor vehicle unless the item was concealed in a locked boot or locked glove compartment, all windows and doors were locked and all security systems were activated and there is evidence of violent and forcible entry.
10. Accidental loss of or damage to tapes, records, cassettes, discs or computer software.
11. Any loss or damage resulting from financial default or insolvency.
12. Any loss or damage which, at the time of happening is insured by or would, but for the existence of this insurance, be insured by any other more specific existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other more specific policy or policies had this insurance not been effected.
13. Any claim for malicious damage caused by the insured person.

## Claims

All losses must be notified by the completion of the appropriate claim form. This can be obtained by writing to Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY or by telephoning: 01444 313173 or by emailing: [schemes.claims@marsh.com](mailto:schemes.claims@marsh.com). The completed claims form must be submitted within a reasonable period and in any event not later than the end of the term following the one in which the event giving rise to the claim occurred.

It is important that where covered property is lost or stolen, and the total claim is for £1,000 or more, the loss or theft must be reported to the police and the Insured Person shall obtain a Crime reference number in support of theft or Lost Property number in support of an accidental loss.

Where an item is damaged and capable of repair then the Insurer shall be entitled to elect to repair, replace or pay the cash value, where an item is lost, stolen or damaged beyond repair the Insurer shall be entitled to elect to replace the item or pay the cash value.

The replacement or cash value for items less than one year old will be up to the cost of a new replacement, provided proof of purchase can be produced. Where proof of purchase is not available or the item is more than one year old the replacement or cash value will be up to the current replacement value less an adjustment for the item's age and depreciation.

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

Claims for computer applications and system software will be limited to £100 any one claim and subject to a valid claim for the device the software is installed on being settled under this insurance. Payment is subject to proof of purchase and the software not being recoverable from the original supplier or elsewhere.

## Conditions

If any fraudulent or misleading claim is made by an insured person or on an insured person's behalf or if any fraudulent or misleading means are used under this insurance, the insured person will not be allowed to continue with the claim and the policy will be cancelled with immediate effect and no refund will be returned.

The Insurer will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The Insurer may also inform the police and/or any law enforcement agency about the circumstances of any fraudulent claims. We may also prosecute those who make fraudulent or misleading claims.

The insured person shall in case of loss or damage give to the insurers such information and evidence as the insurers may reasonably require and as may be in the insured person's power.

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The insured person's representative may cancel this insurance within 14 days of receiving the insurance documents, should they decide the insurance is no longer appropriate or required. A full refund of any premium already paid will be made provided that no claim has been made.

The insured person's representative may cancel the insurance at any time by contacting the School. If the insured person's representative cancels following the 14 day cooling-off period the cover will continue until the end of the period for which the premium has already paid. No refund will be provided as the premium will have been paid only for the period already covered.

## Governing Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary, this insurance shall be subject to English law.

## Personal Data

Your information (including information we already hold and may receive now and in the future as well as information about lapsed policies) may be held on a group database and may be shared with other MMC group companies. This will allow us to reflect all the connections that you have with the MMC group. Your information will be used for general insurance administration purposes, for offering renewal, for research and statistical purposes and for crime prevention. In the course of performing our obligations to you, your information may be disclosed to agents and service providers appointed by us, including insurers, consultants, market research and quality assurance companies. Your information may be transferred to any country including countries outside the European Economic Area for any of these purposes and for systems administration. Such information may include "sensitive data".

The Data Protection Act 1998 defines sensitive data as information about your racial or ethnic origin, political opinions, religious beliefs or beliefs of a similar nature, trade union membership, physical condition or mental health, sexual life, criminal record, pending court proceedings or sentence or any alleged offence.

You have a right to access (subject to limited exceptions) and if necessary rectify the information that we hold about you.

Insurers pass information to the Claims and Underwriting Exchange Register. This register has been established to help check the information provided and also to reduce fraudulent claims. This register may be searched when dealing with your request for insurance. Under the conditions of your policy, you must declare all incidents whether or not they may result in a claim. This information may be passed to the register.

## Complaints Procedure

Marsh manages the Pupils' Personal Effects Insurance Scheme under a delegated authority on behalf of insurers. Complaints regarding the scheme should in the first instance be made to Marsh Ltd, Education Practice, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex RH16 3SY. Telephone: 01444 313174. Facsimile: 01444 415088.

If you are not satisfied with the response you receive from us to your complaint and it relates to the insurance provided under this scheme you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case without prejudice to your rights in law. The address is: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA Telephone: 020 7327 5693 Facsimile: 020 7327 5225 Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Your complaint will be dealt with fairly, speedily and in accordance with the FCA rules on complaints handling. However, if following receipt of a final response you are still dissatisfied, you may have the right to refer your complaint to the Financial Ombudsman Service within six months of receipt of the final response. The Financial Ombudsman Service can be contacted at Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234567. Facsimile: 0207 964 1001. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

The insurers and Marsh are covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by telephone on 0207 741 4100.

## Insured With

The following Underwriters at Lloyd's, London – 100%

Syndicate 382 HDU – 47.83%  
Hardy (Underwriting Agencies) Ltd  
20 Fenchurch Street, London EC3M 3BY  
Telephone: 020 7105 0382 Facsimile: 020 7327 3615  
Authorised and regulated by the Financial Conduct Authority (FCA). Registration number 204843

Syndicate 2623/623 at Lloyd's – 17.39%  
Beazley Furlonge Ltd  
Plantation Place South, 60 Great Tower Street, London EC3R 5AD  
Telephone: 020 7667 0623 Facsimile: 020 7667 7100  
Authorised and regulated by the Financial Conduct Authority (FCA). Registration number 204896

Syndicate 609 AUW – 8.70%  
Atrium Underwriters Ltd  
Lloyd's, 1 Lime Street, London EC3M 7DQ  
Telephone: 020 7327 3206 Facsimile: 020 7327 4878  
Authorised and regulated by the Financial Conduct Authority (FCA). Registration number 204834

Syndicate 4444/958 CNP – 13.04%  
Canopus Managing Agents Limited  
Gallery 9, One Lime Street, London EC3M 7HA  
Telephone: 020 7337 3700 Facsimile: 020 7337 3937  
Authorised and regulated by the Financial Conduct Authority (FCA). Registration number 204847

TAL Syndicate 1183 – 13.04%  
Talbot Underwriting Ltd  
60 Threadneedle Street, London EC2R 8HP  
Telephone: 020 7550 3500 Facsimile: 020 7550 3555  
Authorised and regulated by the Financial Conduct Authority (FCA). Registration number 204890



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Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

