

ADRIAN FLUX

Student Contents Insurance Policy

for claims

0800 175 6366

all other queries

0344 381 6505

adrianflux.co.uk

This is **your** Student Contents Insurance policy document.

If **you** have any questions about **your** policy or documents, please contact Adrian Flux Insurance Services who will be pleased to help **you**.

Index

INDEX.....	1
THE CONTRACT OF INSURANCE.....	2
DEFINITIONS.....	4
SECTION ONE: CONTENTS AT THE TERM TIME ADDRESS	6
SECTION TWO: EXTRA BENEFITS INCLUDED WITH CONTENTS.....	7
SECTION THREE: ITEMS TAKE OUTSIDE YOUR ROOM	10
SECTION FOUR: ACCIDENTAL DAMAGE TO YOUR CONTENTS IN THE TERM TIME ADDRESS	11
SECTION FIVE: OPTIONAL EXTRA COVERS.....	12
MINIMUM SECURITY CONDITIONS.....	14
SETTLING CLAIMS	14
GENERAL EXCLUSIONS.....	15
GENERAL CONDITIONS	17
MAKING A CLAIM	19
COMPLAINTS PROCEDURE.....	20

The contract of insurance

This policy has been arranged by Adrian Flux Insurance Services and the insurance is underwritten by HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 202655).

This is to certify that the insurer in considering of the premium specified on the schedule agree to indemnify the insured in respect to cover detail within the policy.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information you have given us. You must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

The Student Contents Insurance Policy wording, schedule and any endorsement are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contains details of the cover. All the document should be read carefully, paying particular attention to the General Exclusions and General Condition which apply to the whole policy.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, this insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

The Contracts (Rights of the Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Data Protection

We and Adrian Flux Insurance Services are independent controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

In **our** Privacy Policy (available at <https://www.tmhcc.com/en/legal/privacy-policy>) **we** explain who **we** are, how **we** collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights. If **you** have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect **your** personal information, such as name, email address, postal address, telephone number, gender and date of birth. **We** may also collect **your** sensitive personal information such as data relating to your physical or mental health. **We** need the personal and sensitive personal information to enter into and perform a contract with **you**. **We** retain personal information and sensitive personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

We may disclose your personal information to:

- **our group companies;**
- **third party services providers and** partners who provide data processing services to **us** or who otherwise process personal information for purposes that are described in **our** Privacy Policy or notified to **you** when **we** collect **your** personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party**, such as fraud prevention agencies, where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend **our** legal rights, or (iii) to protect **your** interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that **we** inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or

- any **other person with your consent** to the disclosure.

You personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which **you** are resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of **our** Intra Group Data Transfer Agreement, which includes Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that **we** collect and process about you. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on **you** and to make what is referred to as a **Data Subject Access Request ('DSAR')**. **You** are also entitled to request that **your** data be **corrected** in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on **your** rights is included in **our** Privacy Policy.

You can **opt-out of marketing communications** **we** send **you** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails **we** send **you**. Similarly, if **we** have collected and processed **your** personal or sensitive personal information with **your** consent, then **you** can **withdraw your consent** at any time. Withdrawing **your** consent will not affect the lawfulness of any processing **we** conducted prior to **your** withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the **right to complain to a data protection authority** about **our** collection and use of **your** personal information

If information is required as to how data is processed by Adrian Flux Insurance Services, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at <https://www.adrianflux.co.uk/corporate/privacy/>

or contact

Data Protection Officer,

Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN
dpo@adrianflux.co.uk

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if **we** are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Signed for and on behalf of HCC International Insurance Company plc



Gerry Bucke
Adrian Flux Insurance Services

Definitions

The following words or phrases have the same meaning whenever they appear in this policy. These words are in bold

Bicycle(s)

Any bicycle powered by human pedalling and/or battery, which is not subject to the requirements of the Road Traffic Act.

Contents

Household goods, **valuables**, clothing and personal effects belonging to **you** or for which **you** are legally responsible under a written agreement making **you** responsible for insuring them:

But excluding:

- **money**;
- keys;
- **mobile phones**;
- **sports equipment**;
- musical instruments;
- **portable computer** and **gaming equipment**, computer software and software manuals;
- **bicycles** and their accessories;
- vehicles, aircraft (including drones) and watercraft; or any parts or accessories for any of these items.

College

The university, university college or college at which **you** are a **student**.

College term

The weeks of full **college** academic activity as published by **your college**.

Course

A recognised course of further education at a recognised **college** where **you** attend on a full time/part time basis during the academic year occurring during the **period of insurance** and where completion is essential to achieve a recognised qualification.

Designated student residence

Hall of residence or other accommodation for **students** managed by the **student accommodation provider** within which the building is situated.

Insured cause(s)

The event(s) resulting in damage to property, listed under - Section one: Contents at the term time address.

Mobile Phone(s)

A portable telephone not secured to a network by wires.

Money

Personal **money** held for private purposes including:

- cash, cheques, traveller's cheques;
- premium bonds and National Saving stamps and certificates;
- postal or money orders and unused current postage stamps;
- gas, electricity, television licence or other service payment stamps;
- gift vouchers or tokens, luncheon vouchers;
- travel tickets and season tickets;
- phonecards or **mobile phone** top-up vouchers.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

Permanent home address

The home of **your** parent or legal guardian in the **United Kingdom**.

Portable computer and gaming equipment

Any computer and gaming equipment which is or can be battery powered, including laptops, palmtops, portable printers, personal digital assistants (PDAs), satellite navigation and GPS devices and items of a similar nature, but excluding **mobile phones**.

Sports equipment

Any object designed to be used for sports or exercise.

Storm

A period of violent weather usually deemed to consist of:

- Wind speeds with gusts of at least 55mph, equivalent to Force 10 on the Beaufort scale or;
- Torrential rainfall at a rate of at least 25mm per hour or;
- Snow of such intensity that it causes damage to hard surfaces or breaks glass or;
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

Student(s)

Any person following a course at a college.

Student accommodation provider

The university, university **college**, **college**, company or private individual that manages the letting, maintenance, and security of the **designated student residence**.

Term time address

The room or rooms occupied by **you** during the **college term**. This address is shown on the schedule.

Unattended

Out of **your** sight or over 10 metres away from **you**.

United Kingdom

England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where neither you nor a fellow tenant are staying overnight in the term time address.

Utility area(s)

Utility room, shower room, bathroom, kitchen or toilet area in the **designated student residence** or house shown on the schedule, and which are shared.

Valuables

Jewellery, watches, gemstones, articles made of gold, silver or other precious metals, works of art, collections of stamps, coins, bank notes or medals.

We, us, our

The insurer providing **your** cover, HCC International Insurance Company plc, trading as Tokio Marine HCC

You, your

The **student** named on the schedule.

Section one: Contents at the term time address

We will pay for loss or damage to **your contents** in the **term time address** as a direct result of the following:

What is covered		What is not covered
Insured Cause(s)		The first £50 of any, unless stated otherwise in the schedule.
1	Theft or attempted theft.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> • if the protective measures listed under Minimum Security Conditions are not put into full and effective operation, if specified on the schedule; • caused by deception; • which you have caused, allowed, chosen to overlook or not reported to the police; • occurring after the term time address has been left unoccupied for more than 60 consecutive days.
2	Storm or flood.	Loss or damage that happens gradually.
3	Fire, lightning, explosion or earthquake.	
4	Smoke.	Loss or damage that happens gradually.
5	Water or oil leaking from any fixed appliance, pipe or tank.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> • occurring after the term time address has been unoccupied for more than 60 consecutive days; • to the appliance, pipe or tank from which the leakage has occurred.
6	Riot, civil commotion, strikes and labour or political disturbances.	
7	Being hit by any vehicle, train or animal.	<p>Loss or damage caused by pets</p> <p>Loss or damage caused to:</p> <ul style="list-style-type: none"> • paths or drives by the weight of any vehicle; • roads, land, pavements, piers, jetties, bridges and culverts.
8	Falling trees or branches, telegraph poles or lamp-posts.	
9	Malicious acts.	<p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> • unless the incident is reported to the police; • occurring after the term time address has been left unoccupied for more than 60 consecutive days; • caused by you or any other person living at the term time address.

Section two: Extra Benefits Included with Contents

We cover the following:

	What is covered	What is not covered
1	<p>Contents temporarily away from the term time address</p> <p>We will pay up to £1,000 for loss of or damage to your contents by an insured cause whilst removed from the term time address;</p> <ul style="list-style-type: none"> at your permanent home address at any occupied private dwelling at any building where you are temporarily residing. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> any loss as a result of theft unless following forcible and violent entry or exit; any loss or damage outside the United Kingdom.
2	<p>Designated student residence utility areas</p> <p>We will pay up to £1,000 for loss of or damage to your contents by an insured cause whilst removed from the term time address to a utility area or any other locked storage on campus.</p>	<p>Any amount in excess of £500 for theft, unless following forcible and violent entry to the utility area or locked storage.</p>
3	<p>Transit at the beginning and end of a college term</p> <p>Loss of or damage to your contents by an insured cause whilst in direct and undiverted transit for the sole purpose of moving between the term time address and your permanent home address at the beginning and end of each college term.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> the first £50 of any claim; theft of your contents whilst left unattended in a place to which the public has access; any amount in excess of £1000 for any single carrying device and its contents; for any loss occurring outside the United Kingdom.
4	<p>Money</p> <p>We will pay up to £150 for theft of money from the term time address.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> any loss by theft unless following forcible and violent entry to the term time address; theft of money when the protective measures listed under Minimum Security Conditions are not put into full and effective operation, if specified on the schedule.
5	<p>Replacement locks</p> <p>We will pay up to £200 for replacement locks and keys following a theft or attempted theft at the term time address.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> any claim where the theft or attempted theft was not reported to the police; any claim unless following a forcible and violent entry and/or exit.

	What is covered	What is not covered
6	<p>Liability for rented household goods</p> <p>We will pay for sums which you become legally liable to pay following theft of or damage by an insured cause, to household goods (other than telephones) rented under the terms of a formal rental agreement while in the term time address.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> any loss unless you are named as the party responsible for the rented goods on the rental agreement with the company concerned; any amount in excess of £1,000 for a single article; any liability assumed by you for any part of a third party's contractual liability whether based upon contribution towards rent or otherwise; accidental damage to property belonging to your landlord.
7	<p>Tenants liability</p> <p>We will pay up to £5,000 in any period of insurance, for sums which you become legally liable to pay following damage to landlord's fixtures and fittings in your custody or control and for which you are legally responsible under the terms of a formal tenancy agreement resulting from an insured cause.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> accidental damage to property belonging to your landlord; deliberate or malicious acts.
8	<p>Liability for college books and college property on loan</p> <p>We will pay up to £500 for sums which you become legally liable to pay following theft of or damage to college library books or college property on loan by an insured cause whilst:</p> <ul style="list-style-type: none"> in the term time address; in your permanent home address; in the college; in direct transit between the term time address and your permanent home address at the beginning and end of each college term. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> any claim which is not supported by a bill from the college; any theft or damage occurring outside the United Kingdom; any theft of or damage to items which are left unattended in a place to which the public has access.
9	<p>Liability for public service equipment</p> <p>We will pay up to £250 for sums which you become legally liable to pay following damage by an insured cause to:</p> <ul style="list-style-type: none"> gas, electricity or water meters; non-portable telephone equipment owned by and rented from the service provider in the term time address. 	<p>We will not pay for:</p> <ul style="list-style-type: none"> any damage caused by criminal persons unless following forcible and violent entry; money in meters or telephones; any liability for mobile phones, their accessories or related costs.
10	<p>Loss of frozen food</p> <p>We will pay up to £150 to replace frozen food destroyed following a loss of power caused by breakdown of the freezer or a power cut.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> any loss caused by accidental termination of power to the freezer;

	What is covered	What is not covered
		<ul style="list-style-type: none"> any loss if the gas or electricity is cut off because you have not paid a bill.
11	<p>Personal liability</p> <p>We will pay for sums which you become legally liable to pay, including costs and expenses incurred with our consent, in defence of a claim for damages as a result of:</p> <ul style="list-style-type: none"> accidental death or bodily injury to any person not being a member of your family or your household or residing with you; damage to property not belonging to you or in the charge or control of you or a member of your family; <p>happening in the United Kingdom during the period of insurance.</p> <p>The most we will pay is £1,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p> <p>If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.</p>	<p>We will not pay for any liability in respect of:</p> <ul style="list-style-type: none"> accidental death or bodily injury to you or any member of your family or any person who lives with or is employed by you; damage to property owned by you or in the care or control of you or any member of your family or any person who lives with or is employed by you; any contract which you have entered into unless legal liability would have attached anyway; the ownership, possession or operation of: <ul style="list-style-type: none"> any vehicle, watercraft or aircraft (including drones); any power operated lift; firearms, except shotguns or air guns used for sporting activity; the ownership or possession of: <ul style="list-style-type: none"> horses while being used for hunting, racing or polo; pets which are not normally domesticated in the United Kingdom; a dog of a type specified under Section 1 of the Dangerous Dogs Act 1991* or specified in the Dogs (Muzzling) Regulations (Northern Ireland 1991); animals other than horses or domestic pets; the ownership, occupation, possession or use of any land or building. <p>We will not pay for any liability in respect of:</p> <ul style="list-style-type: none"> any occurrence caused by, or arising out of, or contributed to by any tenancy, business, profession or occupation; the transmission of any communicable disease arising from or in any way connected with you or any person living with you; any wilful or malicious act by you racing of any kind other than on foot.

* **Dangerous Dogs Act 1991** The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section three: Items take outside your room

What is covered	What is not covered
<p>Items taken outside your room – portable computer and gaming equipment</p> <p>We will pay up to £1,000 for accidental damage, fire, theft or loss of portable computer and gaming equipment whilst away from the term time address occurring in the United Kingdom and for up to 30 days anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • the first £50 of any claim; • loss or damage caused by the process of cleaning, washing, repairing or restoring any item; • items left unattended in a place to which the public has access; • compact disc programmes; • software or software manuals; • any claim unless evidence that you own the portable computer and gaming equipment can be provided; • theft of portable computer and gaming equipment from anywhere other than the term time address or permanent home address unless following forcible and/or violent entry or exit; • mobile phones.
<p>Items taken outside your room – Contents</p> <p>We will pay up to £1,000 for loss or theft of or accidental damage to contents belonging to you, whilst away from the term time address occurring in the United Kingdom.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • the first £50 of any claim; • any property not belonging to you or for which you are not legally liable; • theft from a parked motor vehicle, except as described in Section two: Additional benefits 3, (Transit at the beginning and end of a college term); • items left unattended in a place to which the public has access; • loss of or damage to sports equipment or sports clothing whilst in the course of play or use; • breakage of glass (other than lenses) or articles of a brittle nature; • scratching or denting; • damage to guns by internal explosion.
<p>Items taken outside your room – Bicycle cover</p> <p>We will pay up to £500 for theft of your bicycle and fixed bicycle accessories anywhere in the United Kingdom.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • the first £50 of any claim; • any bicycle used professionally or for any trade or business purposes, except commuting; • bicycles on loan; • theft when your bicycle is left unattended and not inside a locked building unless the bicycle is secured to an immovable object by a security device through the frame of the bicycle;

What is covered	What is not covered
	<ul style="list-style-type: none"> • theft if your bicycle is left outside of a locked building for a period of 24 hours or more unless stored in a designated cycle storage on campus for not more than 30 days; • bicycle accessories or bicycle parts unless the bicycle is stolen at the same time; • damage while the bicycle is being used for racing, pace making or trials; • any theft unless reported to the police.

Section four: Accidental damage to your contents in the term time address

What is covered	What is not covered
<p>We will pay up to £7,500 for accidental damage to your contents whilst in the term time address.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • the first £50 of any claim; • any amount in excess of £2,000 for desktop computer equipment; • more than £250 for any single article of clothing; • any amount in excess of £1,000 for: <ul style="list-style-type: none"> – sports equipment; – valuables; – CDs, DVDs, videos and records; • for breakage of glass (other than lenses) or articles of a brittle nature; • for scratching or denting; • for damage to guns by internal explosion; • for accidental damage to property belonging to your landlord.

Section five: Optional Extra Covers

The schedule will show which covers are included.

Mobile Phone

What is covered	What is not covered
<p>We will pay up to £1,500 for theft of your mobile phone from anywhere in the United Kingdom.</p>	<p>We will not pay:</p> <ul style="list-style-type: none"> • the first £75 of any claim; • for any theft of a mobile phone from the term time address; <ul style="list-style-type: none"> – unless following forcible and violent entry; – unless the protective security measures listed under Minimum Security Conditions are put into full and effective operation, if specified on the schedule; • for costs incurred following the theft of your mobile phone, such as unauthorised calls and /or purchases; • for any loss suffered as a result of not being able to use the mobile phone or for any loss over and above the replacement cost of the mobile phone insured; • for any claim unless the police and your network provider have been notified without delay of the theft of the mobile phone; • for any mobile phone purchased outside of the United Kingdom.

Sports Equipment

What is covered	What is not covered
<p>We will pay up to £1,000 for accidental damage to or theft of your sports equipment anywhere in the United Kingdom.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • the first £50 of any claim; • damage caused while the sports equipment is in the course of play or use; • loss by theft unless following forcible and violent entry to the term time address or where the equipment is being stored during a sporting event; • damage caused in transit unless the sports equipment has been properly secured; • theft by any person or persons to whom the property is entrusted; • delay, confiscation, nationalisation or detention by Customs or other government or public authority; • more than £250 for any single article of clothing; • theft of or damage to your sports equipment whilst left in an unattended vehicle.

Musical Instruments

What is covered	What is not covered
<p>We will pay up to £1,000 for accidental damage to or theft of your musical instruments anywhere in the United Kingdom.</p> <p>We will also pay the costs up to £100 of hiring a temporary replacement musical instrument whilst the insured item is undergoing repair or awaiting replacement.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> • the first £50 of any claim; • damage to your musical instruments resulting from: <ul style="list-style-type: none"> – deterioration, characteristic or concealed defect; – rust or corrosion – insects, vermin or woodworm; – dyeing or restoration or any commercial process of cleaning or repairing; • accessories or parts unless the instrument is damaged or stolen at the same time; • breakage of strings and/or reeds and/or drum heads; • theft by any person or persons to whom the property is entrusted; • theft of or damage to your musical instruments whilst left in an unattended vehicle; • delay, confiscation, nationalisation or detention by Customs or other government or public authority; • depreciation or loss of value of the musical instruments following repair; • theft of or damage to the musical instruments occurring at any place of entertainment where they have been left overnight, unless handed to the proprietor or manager of the place of entertainment for safe keeping and locked away in secure storage with any installed security devices in operation; • damage to the musical instruments sustained in transit unless they are securely packed in a purpose designed, rigid bodied case; • accidental damage to cymbals.

Minimum Security Conditions

To be undertaken if specified on the schedule

- a) All doors and windows to the **term time address** must be secured as follows:
- five lever mortise deadlocks, to British Standard 3621, on all outside doors
or
built-in deadlocking cylinder locks and security bolts
or
multi-point locking in at least three places if the door is double-glazed;
 - mortise security bolts or other key operated locks, to British Standard 3621, fitted at the top and bottom of each portion of French windows or double-sliding patio doors;
 - key operated window locks fitted to all opening sections of the basement, ground floor or easily accessible windows.
- b) Whenever there is no authorised person in the **term time address**, all locks and security bolts must be locked and all keys removed from the locks or bolts and hidden from view.
- c) When **you** or an authorised person is in the **term time address**, all locks and security bolts must be locked and secured overnight.

We will not provide any cover for loss or damage arising from theft or attempted theft unless the security conditions listed above are put into full and effective operation whenever the **term time address** is left without an authorised person or when **you** are asleep. This does not apply to locks on the windows of rooms where **you** or other persons authorised to be in the property are sleeping.

Settling claims

Basis of settling claims

We will decide whether to repair or replace the damaged, lost or stolen property. Alternatively **we** may wish to pay in cash.

If **we** are able to repair or replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to repair or replace the item using **our** own suppliers.

If the same specification or model is unavailable, a new one of similar specification will be provided.

If the damage can be repaired, but repair or reinstatement is not carried out, **we** will pay the reduction in value of the item resulting from damage, but not exceeding the estimated cost of repair.

We will deduct an amount for wear, tear and depreciation in respect of clothing and household linen, rented household goods, **college** property on loan and **bicycles** over three years old.

If **we** have discounted the premium for this policy because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

General Exclusions

The following exclusions apply to the whole policy.

We will not pay for the following:

- a) indirect loss of any kind; (**we** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance).
- b) the cost of replacing any undamaged item just because it forms a part of a set or a suite, or one of a group of items of a similar design, type or colour;
- c) any claim arising from or in any way connected with an act of terrorism. Terrorism can be defined as preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination;
- d) any reduction in the value of the insured item or property following restoration, repair or replacement;
- e) any loss or damage that occurs outside of the **period of insurance**;
- f) any loss or damage to vehicles, watercraft or aircraft (including drones);
- g) any loss or damage to contact lenses and dentures;
- h) any loss or damage to deeds and documents other than driving licences, passports or proof of age cards;
- i) any claim arising from or in any way connected with pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**. **We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from fixed domestic water or heating systems;
- j) any claim arising from:
 - deliberate, malicious or criminal acts by **you** or **your** family, or by any other person lawfully in the **term time address** or **your permanent home address**
 - any gradual causes including deterioration or wear and tear
 - fungus, wet or dry rot, mildew, climatic or atmospheric conditions, frost
 - insects, pests or vermin
 - chewing, scratching, fouling or tearing by pets
 - electrical or mechanical breakdown or failure
 - war, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power
 - faulty design, workmanship or the use of faulty materials
 - ionising radiation, nuclear fuel, radioactivity, nuclear waste or equipment
 - pressure waves from aircraft and other flying objects at or above the speed of sound.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Specially Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

Cyber Exclusion

The insurance does not cover:

(a) Cyber loss:

Loss, damage, liability, cost of 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 (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data:

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

Definitions –

Cyber loss – means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act.

Data - means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any cyber act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act.

Infectious or contagious disease exclusion

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

- Infectious or contagious disease;
- any fear or threat of a) above; or
- any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

General conditions

These conditions apply to the whole policy

1 Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2 Telling us about a change

You must tell **us** immediately about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

For example, **you** must tell **us** if **you**:

- have been convicted or charged with an offence (other than motoring);
- change **your term time address** or **your permanent home address**.

We have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell us about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims:

- **We** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs and valuations. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **You** must tell the Police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims:

- **You** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, defend or settle any claim in **your** name. **We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

4 Fraudulent claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused;

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at **our** option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;

- will not return any premiums **you** have paid; and
- may inform the Police.

5 Cancellation

You may cancel this insurance by contacting Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk PE32 1HN. Phone: 0344 381 6505 or email: contact-us@adrianflux.co.uk within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

You may cancel this insurance at any other time and will be entitled to a refund of premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if you have been covered for six months, the deduction for the **time** you have been covered will be half the annual premium.

If **you** cancel this insurance outside the 14 day cooling off period, there will be an additional charge, of £25, to cover the administrative cost of providing the insurance. If **we** pay any claim, then no refund of premium will be allowed.

We may cancel this insurance by giving **you** 14 days notice in writing where there is a valid reason for doing so. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim. **We** will send our cancellation letter to the **permanent home address** shown on the schedule and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment within 14 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 7 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- where **we** reasonably suspect fraud.
- due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

6 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

7 Your duty to provide accurate information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

Making a claim

To make a claim, please contact:

HCCI Claims
Telephone: 0808 175 6366
Email: aflux_claims@tmhcc.com

Claims in writing should be directed to:

HCCI Claims
Unit 7
Bocam Park
Old Field Road
CH35 5LJ

HCCI Claims handle claims on behalf of HCC International Insurance Company plc. Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

To enable **your** claim to be dealt with quickly, HCCI Claims will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

Complaints Procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you your** policy using the contact details below who will try to resolve **your** complaint within three working days:

Adrian Flux Insurance Services,
East Winch Hall, East Winch,
King's Lynn,
Norfolk
PE32 1HN

Tel: 0344 381 6505 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: customer.relations@adrianflux.co.uk

After three working days, in the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT.

By email: tmhcccomplaints@tmhcc.com

By telephone: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer **your** complaint to the Financial Ombudsman Service (if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaint.info@financial-ombudsman.org.uk

You can find more information on the FOS at www.financial-ombudsman.org.uk



adrianflux.co.uk

East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN