

# HAYES PARSONS PUPIL INSURANCES

## POLICY WORDING



# CONTENTS

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which gives details of the extent of Your insurance protection.

Policy Introduction	2
Contact details for Claims and Assistance Services	3
Complaints Procedure	4
Important Information	5
The Contract of Insurance	7
Policy Definitions	8
Pupils, Staff and Volunteers Personal Accident Definitions	10
Pupils, Staff and Volunteers Personal Accident Cover	10
Pupils, Staff and Volunteers Personal Accident Conditions	13
Pupils, Staff and Volunteers Personal Accident Exceptions	14
Pupils and Staff Treatment for Dental Injury, Emergency Dental Treatment and Additional Dental Cover Definitions	14
Pupils and Staff Treatment for Dental Injury, Emergency Dental Treatment and Additional Dental Cover	15
Pupils and Staff Treatment for Dental Injury, Emergency Dental Treatment and Additional Dental Conditions	16
Pupils and Staff Treatment for Dental Injury, Emergency Dental Treatment and Additional Dental Exceptions	16
Fees Return Definitions	17
Fees Return Cover	18
Fees Return Conditions	18
Fees Return Exceptions	19
Pupils Personal Property Definitions	20
Pupils Personal Property Cover	20
Pupils Personal Property Conditions	20
Pupils Personal Property Exceptions	21
Policy Conditions	22
Policy Exceptions	25

## **POLICY INTRODUCTION**

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is Your insurance policy which sets out Your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover You have selected which is specified in the schedule, the information You have provided and the declaration You have made. Please read the policy and the schedule carefully to ensure that the cover meets Your requirements.

Please contact Your insurance adviser if You have any questions or if You wish to make adjustments.

## CONTACT DETAILS FOR CLAIMS AND ASSISTANCE SERVICES

All claims should be reported through Hayes Parsons Insurance Brokers

Please have Your policy number to hand when calling. For Our joint protection, telephone calls may be recorded and/or monitored. When We know about the problem, We will start to put the solutions in place.

Hayes Parsons Insurance Brokers

Colston Tower

Colston Street

Bristol

BS1 4XE

Telephone: 0117 929 9381

E-mail: [education@hayesparsons.co.uk](mailto:education@hayesparsons.co.uk)

Counselling Service Helpline - 0117 934 0105

This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

# COMPLAINTS PROCEDURE

## Our Promise of Service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally.

We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service the Insured Person(s) and You expect, We welcome feedback from the Insured Person(s) or You.

We will record and analyse the comments from the Insured Person(s) or You to make sure We continually improve the service We offer.

## What will happen if You complain

- We will acknowledge Your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

## What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

If You are unhappy with the outcome of Your complaint You may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR Telephone:

0800 023 4567 (free from landlines) or

0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst We are bound by the decision of the Financial Ombudsman Service, You are not. Following the complaints procedure does not affect Your right to take legal action.

# IMPORTANT INFORMATION

## Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which You, the Policyholder, normally live or (if applicable) the first named Policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if We cannot meet Our obligations, depending on the type of insurance and the circumstances of Your claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to:

Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If You require any of these formats, please contact Your insurance adviser.

## Data Protection Act - Information Uses

For the purposes of the Data Protection Act 1998 and subsequent General Data Protection Regulations, the Data Controllers in relation to any personal data You supply is Aviva Insurance Limited.

## Insurance Administration

Your information may be used for the purposes of insurance administration by Us, Our associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing Our compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, We will ensure that anyone to whom We pass Your information agrees to treat Your information with the same level of protection as if We were dealing with it.

If You give Us information about another person, in doing so You confirm that they have given You permission to provide it to Us and for Us to be able to process their personal data (including any sensitive personal data) and also that You have told them who We are and what We will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

In assessing Your application now or at renewal, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Information may also be shared with other insurers either directly or via those acting for Us (such as loss adjusters or investigators).

### **Sensitive Data**

In order to assess the terms of the policy or administer claims that arise, We may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application/renewal You will signify Your consent to such information being processed by Us or Our agents.

### **Fraud Prevention and Detection**

In order to prevent and detect fraud We may at any time:

- Undertake searches against Your (or any person included on the proposal) Driving Licence number (DLN) against details held by the DVLA to confirm Your licence status, entitlement and restriction information and endorsement/conviction data. This helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure. A search of the DLN with the DVLA should not show a footprint against Your (or another relevant person included on the proposal) driving licence;
- Share information about You with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file Your details with fraud prevention agencies and databases, and if You give us false or inaccurate information and We suspect fraud, We will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases We access or contribute to and how this information may be used. If You require further details please contact Us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow G64 2QR. Telephone: 0345 300 0597. Email: PIUUKDI@AVIVA.COM

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You provide Us with other satisfactory proof of identity;
- Check details of job applicants and employees.

# THE CONTRACT OF INSURANCE

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

## Important

**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

A circumstance is material if it would influence Our judgment in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



## **POLICY DEFINITIONS**

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for Claims and Assistance Services', 'Complaints Procedure' and 'Important Information' and in headings and titles.

Some Sections of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

### **Accident/Accidental**

Shall mean a sudden unforeseen and fortuitous event, which occurs at an identifiable time and place during the Operative Time and the word accidental shall be construed accordingly.

### **Bodily Injury**

Shall mean physical injury which is caused by an accident during the Period of Insurance and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person(s) within 24 months from the date of the Accident.

### **Business**

Activities directly connected with the business described in the Schedule.

### **Country of Residence**

The country in which the Insured Person(s) has their permanent home or in which they ordinarily reside.

### **Employee**

Any person(s), other than a pupil, under a contract of service or apprenticeship or under a work experience scheme with the Policyholder

### **Fracture**

A break of a bone into two or more pieces

### **Hospital**

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

### **Insured Person(s)**

Any person or category of persons shown in the Schedule.

### **Loss of Hearing**

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

### **Loss of Limb**

Shall mean in respect of:

1. an arm - physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or the permanent total and irrecoverable loss of use of an entire hand or arm at above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
2. a leg - loss by physical severance at or above the level of the ankle (talo-tibial joint) or the permanent total and irrecoverable loss of use of an entire leg or foot at or above the level of the ankle (talo-tibial joint).

### **Loss of Sight**

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred:

1. in both eyes when the Insured Person(s) name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person(s) is only able to see at 3 feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.

### **Loss of Speech**

Total and permanent loss of speech.

**Maximum Accumulation Limit**

The maximum amount We will pay per Event in total under this and any other policies issued by Us to the Policyholder.

**Operative Time**

The period of time for which We will cover the Insured Person(s) as specified in the Schedule.

**Period of Insurance**

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy.

**Permanent Total Disablement**

Any permanent disablement other than:

- (a) Loss of Hearing
- (b) Loss of Limb
- (c) Loss of Sight
- (d) Loss of Speech

which lasts without interruption for more than 12 months from the date of Accident and in all probability shall continue for the remainder of the Insured Person(s) life that will prevent the Insured Person(s) from engaging in or giving attention to:

- (i) their Usual Occupation if in gainful employment;
- (ii) business profession or occupation of any and every kind if the Insured Person(s) is not in gainful employment; business schooling profession or occupation of any and every kind if the Insured Person(s) is under 16 years of age or under 18 years of age and in full time education.

**Premium**

Means the amount specified or referred to in the Schedule in respect of the specified Period of Insurance which is payable by the Policyholder to Us.

**Qualified Medical Practitioner**

A doctor or specialist who is registered or licensed to practice medicine under the laws of the country they practice in other than the Insured Person(s), Insured Person(s)'s partner, a member of the immediate family of the Policyholder or Insured Person(s) or an Employee of the Policyholder.

**Schedule**

The document which specifies details of the Policyholder, Insured Person(s) and Operative Time, Endorsements and Conditions applying to the policy.

**School Activity**

Whilst at school or during any activity arranged through the Policyholder.

**Sickness**

Any disease, medical complaint or medical condition which is not Accidental Bodily Injury.

**United Kingdom**

For the purposes of this policy means England, Scotland, Wales and Northern Ireland, the Isle of Man and the Channel Islands.

**War**

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**We/Us/Our**

Aviva Insurance Limited.

**You/Your/Policyholder**

The persons, companies, partnerships or unincorporated associations, named in the Schedule as the Policyholder.

## **PUPILS, STAFF AND VOLUNTEERS PERSONAL ACCIDENT DEFINITIONS**

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### **Event**

Each and every individual loss or series of losses arising out of one event or one catastrophic Accident during any one period of 72 hours which results in Accidental Bodily Injury, dismemberment, disability or death of Insured Person(s).

### **Loss of Intellectual Capacity**

Total and permanent loss of the ability to perceive, reason, remember, understand, express and give effect on ideas.

### **Loss of Vitality**

Death of a nerve of a tooth.

### **Organic Paralysis**

Total organic permanent loss of muscle function and sensation across the complete and entire body.

### **Term**

The duration of one of the three periods of attendance at school during a school year, including the uninterrupted journey to school prior to the commencement of the period plus the holiday break that immediately follows the end of the period.

### **Usual Occupation**

The tasks, duties and other functions, which the Insured Person(s) normally performs in connection with their occupation.

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## **PUPILS, STAFF AND VOLUNTEERS PERSONAL ACCIDENT COVER**

### **Personal Accident**

We will pay the sum insured shown in the Schedule for Accidental Bodily Injury to the Insured Person(s) occurring during the Period of Insurance which within 24 months of the date of the Accident solely directly and independently of any other cause results in any of the benefits listed in the Schedule.

### **Amount Payable**

The amount payable to the Insured Person(s) shall be the amount as stated in the Schedule for that category of Insured Person(s).

## EXTENSIONS

### Burns And Scalds

In the event that the Insured Person(s) suffers an Accidental Bodily Injury during the Period of Insurance which results in full thickness burns (2nd or 3rd degree) or burns of greater severity We will pay for burns which cover the following amount of body surface:

- |                                  |         |
|----------------------------------|---------|
| 1. 4% or more but less than 15%  | £3,000  |
| 2. 15% or more but less than 25% | £6,000  |
| 3. 25% or more                   | £10,000 |

### Coma Benefit

In the event that an Insured Person(s) sustains Accidental Bodily Injury during the Operative Time which results in a continuous unconscious state We will pay the Insured Person(s) an additional sum of £100 per day for each day of continuous unconsciousness up to a maximum of 2 years.

### Catastrophic Accident

In the event of the death of 5 or more Insured Persons being Employees of the Policyholder, in the same Accident, We will pay up to £1,000,000 for costs reasonably and necessarily incurred for:

1. Paying overtime and/or for hiring temporary Employees to cover the work normally undertaken by such Employees
2. Recruitment costs in finding permanent replacements for such Employees
3. Training costs and expenses in training permanent replacement Employees to undertake their new roles.

### Disability Assistance Expenses

In the event of an Insured Person suffering Loss of Limb or Loss of Sight we will pay reasonable expenses incurred for adaptation to the Insured Person's home and / or vehicle or to relocate to another home to cater for the practical changes required to live with the disablement up to £25,000

### Disappearance

If the Insured Person(s) has been missing for a period of 90 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, such Insured Person(s) will be presumed to have died. However You will be required to repay any benefit if the Insured Person(s) is found to have been alive or is found alive.

### Domestic Assistance Expenses

In the event of an Insured Person suffering Loss of Limb or Loss of Sight we will pay up to £100 per week for up to 104 weeks for the reasonable costs of providing domestic cooking, cleaning, laundry, registered childcare, shopping and similar services.

### Estate Administration

If within the Operative Time an Insured Person(s) sustains Bodily Injury we shall pay a benefit to the Insured Person(s) or in the event of his/her death to his/her Executors or Administrators up to a maximum £1,000.

### Exposure

In the event that an Insured Person(s) suffers Death or injury as a direct result of exposure to the elements, We will pay up to the amount shown in the Schedule.

### Facial Disfigurement

In the event that the Insured Person(s) suffers an Accidental Bodily Injury during the Period of Insurance which within 24 months is the sole cause of permanent facial disfigurement with visible scar tissue of at least one centimetre in length in the area from the hairline to and including the lower jaw and ears We will pay one of the following:

- |                                    |         |
|------------------------------------|---------|
| 1. Scar 1 to 5cm in length         | £2,000  |
| 2. Scar over 5cm to 10cm in length | £4,000  |
| 3. Scar over 10cm in length        | £10,000 |

### Fractures

In the event that an Insured Person(s) sustains Accidental Bodily Injury during the Operative Time which results in Fractures We will pay the following:

- |   |        |
|---|--------|
| 1. hip or pelvis                          | £1,000 |
| 2. femur, lower leg, ankle or heel        | £500   |
| 3. skull, collar bone, upper or lower arm | £500   |
| 4. spine                                  | £1,500 |

The maximum amount payable any one Insured Person for all Fractures due to one Accident is £5,000.

**Funeral Expenses**

In the event of the Accidental death of the Insured Person(s) during the Operative Time and the payment of a death benefit under this policy We will pay the Insured Person(s)'s estate for the reasonable costs of a funeral up to a maximum payment of £10,000.

**Hospitalisation**

In the event that the Insured Person(s) is admitted as a Hospital in-patient as a result of Accidental Bodily Injury occurring during the Operative Time, We will pay the Insured Person(s) £50 for each complete 24 hour period that the Insured Person(s) spends as an in-patient, up to a maximum of 365 days.

**Independent Financial Advice**

Following a valid Claim for Bodily Injury we will pay the Insured Person(s) up to £3,000 in respect of fees charged by an authorised independent financial advisor to provide professional financial advice.

**Medical Expenses**

If the Insured Person(s) sustains Accidental Bodily Injury which results in them incurring ambulance charges or Medical Expenses as an inpatient in a Hospital or nursing home We will pay the Insured Person(s) for up to 15% of the amount payable for a valid death and/or Capital Benefits claim subject to a maximum payment of £15,000.

**Recruitment Expenses**

In the event of the death of an Insured Person, being a director or an Employee of the Policyholder as a result of their own suicide We will pay up to £15,000 for authorised and documented costs incurred in engaging a replacement Employee or director

**Rehabilitation Expenses**

In the event of a valid claim being paid for Permanent Total Disablement or Loss of Limb(s) or Loss of Sight We will pay the Insured Person(s) for all reasonable expenses incurred in retraining the Insured Person(s) for either, an alternative occupation or in order to improve the quality of their life, up to a maximum of £15,000.

**Your Business Reputation Protection**

If an Insured Person or third party visitor, whilst legally on Your premises suffers Accidental Bodily Injury resulting in a valid claim for death or Capital Benefits, We will pay You up to £25,000 any one claim and in total for all claims during the Period of Insurance for all costs incurred for the engagement of a public relations consultant and the release of information through the media directly in connection with such Accidental Bodily Injury to protect Your image. Such costs must be incurred within 30 days of Accidental Bodily Injury. Any costs incurred in excess of £10,000 require Our approval.

**Supplemental Benefit**

In the event of the Insured Person(s) sustaining one, or more than one, form of permanent disability where total compensation becomes payable of the maximum benefit stated in the Schedule or more for a permanent disability under benefits 1 to 27 and 29 in the Schedule and/or the Burns And Scalds and the Facial Disfigurement benefit, a supplemental benefit up to the amount shown in the Schedule will be paid in addition.

# PUPILS, STAFF AND VOLUNTEERS PERSONAL ACCIDENT CONDITIONS

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

## Benefit Limits

### 1. Payment of Benefit

If an Accident results in the benefit payable for total loss of a part of the body that contains within it other parts of the body for which specific benefits are listed in the Schedule, We will not pay for both the total loss of part of the body and total loss of other parts of the body.

### 2. Loss of Natural Tooth

- (a) Total loss and partial loss of tooth must occur within 3 years from the date of the Accident resulting in Dental Injury.
- (b) Total loss shall also mean Loss of Vitality.
- (c) Where the Insured Person(s) subsequently loses the remaining part of a tooth for which a partial loss of tooth or total Loss of Vitality of a permanent natural tooth claim has been paid by Us, We shall be entitled to deduct such amount paid from any subsequent claim for the total loss of such tooth.
- (d) No benefit shall be payable for total or partial loss of or Loss of Vitality of any
  - Deciduous (milk tooth)
  - Dental implant, crown, veneer or denture bridge.
- (e) No benefit shall be payable for total or partial loss or Loss of Vitality of any tooth caused intra-orally by wear and tear.

### 3. Maximum Benefit

The maximum benefit payable in respect of one Insured Person(s) for one Accident shall not exceed the maximum benefit stated in the Schedule.

### 4. Maximum Accumulation Limit

The maximum We will pay in respect of all benefits under this policy in the aggregate in respect of all Insured Persons involved in the same Accident shall not exceed the Maximum Accumulation Limit stated in the Schedule and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

## **PUPILS, STAFF AND VOLUNTEERS PERSONAL ACCIDENT EXCEPTIONS**

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

This policy does not cover Accidental Bodily Injury directly or indirectly caused by the Insured Person(s) suffering from or attempting:

- (a) any gradually operating cause;
  - (b) any naturally occurring condition or degenerative process;
  - (c) sickness or disease (unless resulting directly from Accidental Bodily Injury);
  - (d) to commit suicide or intentionally inflicting self injury
- 

## **PUPILS AND STAFF TREATMENT FOR DENTAL INJURY, EMERGENCY DENTAL TREATMENT AND ADDITIONAL DENTAL COVER DEFINITIONS**

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### **Call-Out Fee**

The fee incurred in the necessary re-opening of a dental practice in the United Kingdom outside of the practice's normal working hours to provide Emergency Dental Treatment or treatment in the event of Dental Injury and/or the cost of an emergency telephone consultation with a Dentist.

### **Cosmetic Treatment**

Treatment which is unnecessary for the maintenance of dental health.

### **Dental Implant**

A dental implant inserted into the jawbone for the support or retention of dental appliances or prostheses.

### **Dental Injury**

An injury to the teeth and supporting structures (including damage to dentures or orthodontic appliance whilst being worn) which is directly caused by:

1. Accident, or
2. Intra-orally, whilst consuming food.

### **Dental Treatment**

Necessary dental treatment which Dentists in the United Kingdom would normally provide to their patients.

### **Dentist**

A general dental practitioner who is, for the time being, included on the General Dental Council's register of Dentists. For the purpose of Dental Treatment provided outside the United Kingdom, dentist shall mean a general dental practitioner who is authorised to provide such Dental Treatment in the country in which such Dental Treatment is received.

### **Emergency Dental Treatment**

Dental Treatment which the Insured Person(s) needs urgently to alleviate pain, inability to eat or an acute dental condition which presents an immediate and serious threat to the Insured Person(s)'s general health.

### **Mouth Cancer**

A malignant tumour with its primary site being in the Oral Cavity.

### **Oral Cavity**

The hard and soft palate: accessory, salivary, lymph and other gland tissue in the mucosal lining of the oral cavity but excluding the tonsils.

### **Orthodontic Treatment**

Treatment for the correction or prevention of malocclusion or any other regular alignment or positioning of teeth.

**Reasonable Fees**

Fees not exceeding the published private fee rates normally charged by the treating Dentist for private and uninsured treatment in the location where treatment is given and which in Our opinion are reasonably in line with those charged by private Dentists in that area for providing the treatment concerned on an uninsured basis.

**Treatment for Dental Injury**

Dental Treatment provided by a Dentist which is necessary to put right any damage to the Insured Person(s)'s teeth directly caused by Dental Injury.

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## **PUPILS AND STAFF TREATMENT FOR DENTAL INJURY, EMERGENCY DENTAL TREATMENT AND ADDITIONAL DENTAL COVER**

**Emergency Dental Treatment**

If the Insured Person(s) receives Emergency Dental Treatment during the Operative Time, We will pay the Reasonable Fees incurred for all such Dental Treatment up to a maximum of £2,000 per Period of Insurance which includes treatment received at initial emergency consultation as well as any subsequent treatment identified as being required solely as a result of the dental emergency. Where appropriate, the Dentist Call-Out Fee will be included as part of the cost of treatment.

If a visit is not required, the cost of a telephone consultation is included.

**Incidental Expenses**

We will pay the Insured Person(s) up to £125 for reasonable expenses incurred in transporting or accompanying the Insured Person(s) to and from a Dentist, as a result of a valid claim under this policy.

**In-patient Hospitalisation**

We will pay the Insured Person(s) £125 for each night spent in Hospital during the Operative Time, for the primary purpose of receiving in-patient Dental Treatment or dentoalveolar surgery under the care of a recognised oral specialist, up to a maximum of 365 nights provided that the condition for which treatment or surgery is required, is diagnosed during the Period of Insurance.

**Mouth Cancer Treatment**

We will pay the Insured Person(s) up to £12,000 for the cost of treatment given by a consultant recognised as a specialist in cancer treatment, if during the Operative Time the Insured Person(s) is first diagnosed by a Qualified Medical Practitioner, as having Mouth Cancer.

**Surgical Extraction of Third Molars (Wisdom Teeth)**

If the Insured Person(s) is first diagnosed as requiring the extraction of one or more wisdom teeth during the Operative Time, We will pay the Insured Person(s) £125 for each such wisdom tooth extracted.

**Treatment for Dental Injury**

If the Insured Person(s) is under 18 years of age and during the Operative Time suffers Dental Injury, We will pay the Reasonable Fees for the necessary treatment and services provided to the Insured Person(s) up to the age of 23 years for the purpose of Treatment for Dental Injury, up to a maximum of £10,000 .

If the Insured Person(s) is 18 years of age or over and during the Operative Time suffers Dental Injury, We will pay the Reasonable Fees for the necessary treatment and services provided to the Insured Person(s) for up to 5 years from the date of the Accident for the purpose of Treatment for Dental Injury, up to a maximum of £10,000 .



## **PUPILS AND STAFF TREATMENT FOR DENTAL INJURY, EMERGENCY DENTAL TREATMENT AND ADDITIONAL DENTAL CONDITIONS**

### **Benefit Limits**

If the treating dentist consider the fitting of a Dental Implant or Dental Implants to be the most appropriate Treatment for Dental Injury, We will pay Reasonable Fees incurred for the fitting of such Dental Implant or Dental Implants up to a maximum amount of £2,500 for any one Dental Implant (including the cost of any necessary abutment and crown) and subject always to a maximum amount of £10,000 per Period of Insurance.

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## **PUPILS AND STAFF TREATMENT FOR DENTAL INJURY, EMERGENCY DENTAL TREATMENT AND ADDITIONAL DENTAL EXECPTIONS**

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy. This policy does not cover:

- (a) Treatment for Dental Injury caused intra-orally by wear and tear;
- (b) Treatment for Dental Injury to the extent it exceeds £750, unless the Dentist providing Dental Treatment has obtained the prior approval of Us that such Dental Treatment was necessary;
- (c) Treatment for Dental Injury if the Dental Injury gives rise to the need for Dental Treatment reported to Us more than 3 months after the occurrence of the injury;
- (d) any amount claimed for Treatment for Dental Injury and/or Emergency Dental Treatment which in Our sole opinion exceeds Reasonable Fees;
- (e) routine dental care or check-ups;
- (f) loss of, or damage to dentures or Orthodontic appliances occurring other than whilst being worn; (g) routine Orthodontic Treatment;
- (h) Cosmetic Treatment (except Cosmetic Treatment forming part of Treatment for Dental Injury following an Accident);
- (i) Mouth Cancer diagnosed before or within 90 days of the cover being first provided or for which tests or consultation began within 90 days of the cover being first provided;
- (j) any amount claimed for the failure of a Dental Implant to integrate the bone;
- (k) any amount claimed for relating to attempted suicide or intentionally inflicting self injury.

## **FEES RETURN DEFINITIONS**

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### **Benefit Period**

The total period, after the expiry of any Franchise Period stated in the Schedule, for which We will pay benefits for School Fees.

### **Education**

Shall mean a programme of learning or caring provided by a recognised educational body, which may lead to qualification by examination or assessment which is either full time study or a mixture of study and work experience. Any Nursery or Pre-Preparatory School is deemed to be included within this definition.

### **Epidemic**

Shall mean the rapid development of a disease attacking or affecting Insured Person(s) simultaneously who normally attend the Policyholder's premises.

### **Event**

Shall mean one occurrence or all series of occurrences, consequent upon or attributable to, one source or original cause.

### **Excess**

The number of calendar days at the commencement of each and every period of closure of the Policyholder's premises.

### **Fee Payer**

Shall mean the person or persons who have entered into a contractual obligation with the Policyholder to pay fees charged in respect of the attendance at the Policyholder's premises of the Insured Person(s) for lessons.

### **Franchise Period**

Shall mean 5 (five) consecutive days commencing from the first day of absence.

### **Parent or Legal Guardian**

A parent with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

### **School Fees**

The net amount (excluding extras) a Fee Payer is required to pay each term for the attendance of the Insured Person(s) at the Policyholder's premises for lessons.

# FEES RETURN COVER

## School Fees

We will pay the Fee Payer for loss, up to but not exceeding the amounts stated in the Schedule, caused by Accidental Bodily Injury to or Sickness of any Insured Person(s), of the whole or part of the School Fees paid by such Fee Payer which may occur during a period of 12 consecutive calendar months commencing from the date the Insured Person(s) first joined this policy, which must have occurred during the Period of Insurance, for a continuous period which is equivalent to or in excess of the Franchise Period, due to the inability of such Insured Person(s) to attend the Policyholder's premises owing to Sickness or Accident.

We shall pay the Fee Payer in respect of any refund of School Fees calculated on a pro rata basis as follows:

- a) The Insured Fee for the term divided by the total number of days in the term including weekends and half term holidays in order to arrive at the daily rate
- b) The daily rate multiplied by the total number of days absent subject to the Franchise Period.

## EXTENSIONS

### EPIDEMIC

In the event of the necessary closure of the whole or a part of the Policyholder's premises owing to an Epidemic of an infectious or contagious disease among the Insured Person(s) and/or the staff of the Policyholder which renders the continuance of school work impossible, We will pay the Fee Payer the cost of any lost school days. There is no cover for the first 7 days of any such closure.

### BOARDER TO DAY PUPIL DUE TO ACCIDENT OR SICKNESS

We will pay the Fee Payer for the School Fees loss in respect of any Insured Person(s) who is a boarder but following absence due to Accidental Bodily Injury or Sickness returns to the Policyholder as a day pupil. The payment shall be the difference between the boarding fee paid and the day fee for the remaining days of the term in which the Insured Person(s) becomes a day pupil, or return to boarding whichever the earlier, calculated from the first day the Insured Person(s) returns as a day pupil. This only applies on recommendation of a Qualified Medical Practitioner and immediately following a period of absence for which a claim under this policy has been made.

### ACCIDENTAL DEATH OF A FEE PAYER

In the event of the Accidental death of a Fee Payer (other than in the capacity of a trustee of a fund from which the fees are paid) of the Insured Person(s) We will pay the new Fee Payer on a termly basis, the cost of the Insured Person(s) school fees, up to a maximum of 3 (three) consecutive terms' fees from the date of death, provided that death is caused solely by Accidental means and occurs within 24 calendar months of the Accident.

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# FEES RETURN CONDITIONS

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

### Closure of Policyholder Premises

In the case of closure of the whole of or a separate house of the Policyholder, the necessity for such closure and the period for which We shall be liable to pay the Fee Payer shall be determined by agreement between the medical attendant of the Policyholder and a Qualified Medical Practitioner nominated by Us, subject to a 7 day Excess, and failing agreement between them by an arbitrator. It is an essential condition of this insurance that full particulars as to the cause and circumstances of the closure shall be forwarded immediately to Us.

### Cover Ending

Cover ends:

- (a) if the Insured Person(s) leaves the Policyholder;
- (b) if the Insured Person(s) is withdrawn from the Policyholder unless such withdrawal is solely due to Accidental Bodily Injury or Sickness sustained by the Insured Person(s); in which case cover ceases at the end of the term the Insured Person(s) is withdrawn.

### Further Related Absences

Once an absence claim for more than 30 consecutive days has been agreed by Us, further related absences during

the period of rehabilitation will be deemed to be a continuation of the same claim provided they are certified by a Qualified Medical Practitioner.

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## FEES RETURN EXCEPTIONS

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

This policy does not cover any loss or expenses of whatsoever nature directly or indirectly arising out of, contributed to, caused by, and resulting from or in connection with absence:

- (a) from the Policyholder's premises unless the continuous period of absence is equal to or exceeds the Franchise Period;
- (b) of 14 consecutive days or more which has not been referred to and certified by a Qualified Medical Practitioner. We shall on Our request be supplied at the Fee Payer's expense with such further information from the Qualified Medical Practitioner attending the Insured Person(s) as appears to Us to be necessary;
- (c) for any closure of the Policyholder's premises unless due to the necessary closure of the whole premises owing to an outbreak of an infectious disease amongst the Insured Person(s)'s and/or staff which renders the continuance of school work impossible;
- (d) where any Insured Person(s) is removed from or kept away from the Policyholder's premises for fear of contact with an infectious disease at the Policyholder's premises;
- (e) on account of any congenital abnormality of which the Fee Payer, Parent or Legal Guardian or Insured Person(s) was aware of prior to the inception of cover;
- (f) as a result of inoculations or similar preventative treatments, unless such treatment is insisted upon by the Policyholder as a result of an Epidemic in the vicinity of the Policyholder's premises or of the Insured Person(s)'s residence or outbreak of an infectious disease;
- (g) where absence within the first 12 months of first inclusion in the scheme is due to:
  - (i) any gradually operating cause;
  - (ii) any naturally occurring condition or degenerative process;
  - (iii) Sickness or disease (unless resulting directly from Accidental Bodily Injury); that the Fee Payer, Parent or Legal Guardian or Insured Person(s) was aware of and has received treatment or advice for. This exception is not applicable where the Insured Person(s), in the 12 months immediately prior to first inclusion in this scheme, had been included within an insurance policy providing an indemnity to the Fee Payer in respect of refund of School Fees by the Policyholder;
- (h) for a period of recuperation or convalescence longer than that normally required consequent upon the Sickness and/or Accident in respect of which indemnity is claimed, unless the Qualified Medical Practitioner attending such Insured Person(s) certifies that he/she is not physically and/or mentally fit to resume attendance at the Policyholder's premises without danger of permanent impairment of their health.

### Coronavirus / Covid-19 Exclusion

We will not provide cover for any claim in any way directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

- a) any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of:
  - i. any Coronavirus (including but not limited to SARS-CoV, SARS-CoV-2 and MERS-CoV) or any disease caused by any Coronavirus (including but not limited to Severe Acute Respiratory Syndrome, COVID-19 and Middle East Respiratory Syndrome); or
  - ii. any mutation or variation of any virus or disease referred to in i. above, or any other disease caused by any such mutated or varied virus; or
- b) any fear or threat of a) above.

## **PUPILS PERSONAL PROPERTY DEFINITIONS**

The following definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### **Insured Journey**

The Insured Person(s)'s direct journey to or from the Policyholder's premises; or direct travel to or from the Policyholder's premises at the beginning or end of each Term and the normal place of residence is overseas; or

In connection with an official trip under the auspices of the Policyholder that is under the direct control of a member of the Policyholder's staff.

### **Personal Belongings**

Items which are the property of the Insured Person(s) or property for which they are personally responsible (other than Business Equipment) and which are taken on or acquired during an Insured Journey.

### **Term**

The duration of one of the three periods of attendance at school during a school year, including the uninterrupted journey to school prior to the commencement of the period plus the holiday break that immediately follows the end of the period.

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## **PUPILS PERSONAL PROPERTY COVER**

### **Personal Property**

We will pay up to the sum insured shown in the Schedule to the Insured Person(s) if during the Period of Insurance the Insured Person(s) suffers loss of or damage to their Personal Belongings during Term time, or on an Insured Journey, or whilst kept in a locked room designated by the Policyholder outside of Term time providing there is evidence of violent and forcible entry to the designated room.

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## **PUPILS PERSONAL PROPERTY CONDITIONS**

The following conditions apply to this Section in addition to the Policy Conditions at the back of this policy.

### **Claims Procedure**

The following conditions are important following an event giving rise to a claim occurring.

- (a) It is important that where covered Personal Belongings are 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(s) shall obtain a crime reference number in support of theft or lost property number in support of an Accidental loss.
- (b) Where an item of Personal Belongings is damaged and capable of repair, We shall be entitled to elect to repair, replace or pay the cash value. Where an item of Personal Belongings is lost, stolen or damaged beyond repair, We 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.

# PUPILS PERSONAL PROPERTY EXCEPTIONS

The following exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy. This policy does not cover:

1. the first £100 of any claim in respect of laptops, tablets and computers, and £25 in respect of any other claim.
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, smart phones, and any other mobile 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 programs 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. 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.
8. Accidental loss of or damage to tapes, records, cassettes, discs or computer software.
9. any loss or damage resulting from financial default or insolvency.
10. 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.
11. any claims for malicious damage caused by the Insured Person(s).

# POLICY CONDITIONS

The following conditions apply in addition to the Conditions stated in each Section of the policy.

## Alteration of Risk

(a) If there has been any alteration to the Business and/or the occupation or pursuits of the Insured Person(s) after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, Accident or injury

or

(b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

## Assignment

The Insured Person(s) may not assign the benefits under this policy. We shall not be bound to accept or be affected by any notice of any trust, charge, lien, purported assignment or other dealing with or relating to this policy. **Cancellation**

## School's Right of Cancellation

(a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.

(b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above, and provided that there have been no: (i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

(c) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.

(d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no: (i) claim(s) made under the policy for which We have made a payment

(ii) claim(s) made under the policy which are still under consideration

(iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

## Claims Procedure

If in relation to any claim You or the Insured Person(s) have failed to fulfil any of the following conditions, You or the Insured Person(s) will lose the right to indemnity or payment for that claim. You or the Insured Person(s) must

(a) tell Us as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event

(b) as soon as practicable and at Your or the Insured Person(s) expense, provide Us with a written claim containing as much information as possible of the loss, destruction, damage, Accident or injury, including the amount of the claim

(c) provide Us with all certificates information and evidence reasonably required by Us and in the form and of such nature as We may prescribe. We will pay up to £25 for such information in respect of Pupils Personal Property claims

(d) immediately pass to Us unanswered, all communications from third parties in relation to any event which may result in a claim under this policy

(e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

and the Insured Person(s) shall

(a) submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury where We shall pay the fee

(b) as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner.

We shall not be liable for any consequences arising due to the Insured Person(s) failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of death We shall be entitled to have a post-mortem examination at Our own expense.

### **Contribution**

If at the time of an Event giving rise to a claim there is any other insurance policy in force in Your or the Insured Person(s) name which covers You or the Insured Person(s) for the same expense loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

### **Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (i) refuse to pay the claim
- (ii) recover from You any sums paid by Us to You in respect of the claim
- (iii) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of Premium.

If We cancel the policy under (iii) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in the respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You, and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (i) refuse to pay the claim
- (ii) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (iii) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (iii) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

### **Identification**

The policy and the Schedule will be read as one contract. A particular word or phrase which does not start with a capital letter but is listed under the definitions section will have its ordinary meaning.

### **Interest**

We will not pay interest on any claim payable.

### **Non Disclosure, Misrepresentation or Misdescription**

#### **(a) Before this policy was entered into**

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or

We would have agreed to provide cover under this policy but would have charged a higher premium; Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

#### **(b) Before a variation was agreed**

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid



- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

**Reasonable Precautions**

You and the Insured Person(s) must take all reasonable precautions to prevent

- (a) loss, destruction or damage to the property insured
- (b) Accident or injury to any person or loss or destruction of, or damage to, their property and must comply with all legal requirements and safety regulations and conduct the Business in a lawful manner.

**Right to change**

We reserve the right to make changes, add to the policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

**Subjectivity**

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a) providing Us with any additional information
- (b) completing any actions agreed between You and Us
- (c) allowing Us to complete any actions agreed between You and Us

If this is the case, then the Schedule will clearly state the information required and the dates We require such information by.

Upon completion of these requirements (or if they are not completed by the required dates) We may, at Our option

- (i) modify Your Premium
- (ii) amend the terms and conditions of this policy
- (iii) exercise Our right to cancel the policy under Policy Condition Cancellation
- (iv) leave the policy terms, conditions, and Premium unaltered

**The Contracts (Rights of Third Parties) Act 1999**

Except for the Insured Person(s), a person who is not a party to this policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

## POLICY EXCEPTIONS

The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section of the policy

This policy does not cover:

1. any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event.
  - (a) War in the Insured Person(s) Country of Residence or secondment
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to 1a above

The above exclusion shall be inoperative in the event of War being declared whilst the Insured Person(s) is actually engaged on a journey abroad

2. the Insured Person(s) engaging in any kind of flying other than as a passenger.
3. the Insured Person(s) being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
4. the Insured Person(s) own criminal act.
6. the Insured Person(s) being in a state of insanity.
7. any claim incurred in any country destination or region in respect of which the advice of the British Government or the government of the Insured Person(s) Country of Residence (if different) at the time the trip was booked was “against all travel to”.



Aviva Insurance Limited

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