

# Your Pupil Insurance Policy

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## 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
<hr/>	
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
<hr/>	
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
<hr/>	
Fees Return Definitions	17
Fees Return Cover	18
Fees Return Conditions	18
Fees Return Exceptions	19
<hr/>	
Pupils Personal Property Definitions	20
Pupils Personal Property Cover	20
Pupils Personal Property Conditions	20
Pupils Personal Property Exceptions	21
<hr/>	
Policy Conditions	22
Policy Exceptions	26

## **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**

We have two claims services depending on the claim You wish to submit/enquire about:

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.

For Pupils, Staff and Volunteers Personal Accident, Pupils and Staff Dental or Fees Return claims:

Telephone: 0800 051 6583

E-mail: [gpaclaims@aviva.com](mailto:gpaclaims@aviva.com)

Postal Address:

Group Personal Accident Claims,

Aviva

Fourth Floor, The Observatory,

Chapel Walks Manchester, M2 1HL

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For Pupils Personal Property Claims:

Telephone: 01243 621416

Postal Address:

Aviva Travel Claims

PO Box 432

Chichester

West Sussex

PO18 8WP

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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, 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](mailto: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.

### **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.

## 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.

## 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 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.

## 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.

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### 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) committing or attempting to commit suicide or intentionally inflicting self injury.
5. 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**

**Registered in Scotland No. 2116**

**Registered Office: Pitheavlis, Perth, Scotland PH2 0NH**

**Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority**