


Pupil Personal Accident, Belongings, School Fees and Crisis Containment Policy document



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Data protection statement

For this section 'you' (and 'your') also applies to **beneficiaries** (as defined in the General Definitions)

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us?

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN.

Important notes

For this section 'you' (and 'your') also applies to **beneficiaries** (as defined in the General Definitions)

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

For this section 'you' (and 'your') also applies to **beneficiaries** (as defined in the General Definitions)

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Claims contact details and additional benefits

Making a claim

Please contact **us** as follows:



A&HClaims@uk.zurich.com



+44 (0)800 0260 184 Option 3



Zurich Insurance Accident and Health, PO Box 3305, Royal Wootton Bassett, Swindon, SN4 8WH

Crisis Containment and Assistance

Please contact **our** third party specialist:



+44 (0)1489 868 888

Please refer to the applicable claims conditions for further information.

Your AON Pupils policy

This **policy** is a contract between **you** and **us**.

This **policy**, any schedule and endorsements should be read as if they are one document.

We will provide the insurance in the manner and to the extent set out in this **policy** during any **period of insurance** provided always that **you** have paid the appropriate premium and **we** have accepted it.

Our liability will in no case exceed any sum insured, benefit amount or other limit of indemnity stated in this **policy**, the schedule or any endorsement to this **policy**.

It is **your** responsibility to ensure that the **beneficiaries** have full details of this insurance and that, as far as reasonably possible, the **beneficiaries** agree to observe and comply with the terms and conditions of this **policy**.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this **policy** is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Northern Ireland, Scotland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this **policy**, any schedule and endorsements carefully and if they do not meet **your** needs contact us or **Aon**.

General Definitions

Certain words in this **policy** have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

Active Service

Direct participation in military operations.

Aon

Aon UK Limited, the insurance intermediary who has arranged this insurance on **our** behalf.

Beneficiary

- a) each '**covered pupil**' or '**parent or legal guardian**' as defined in the personal belongings section of this **policy**; and
- b) each '**insured person**' as defined in the personal accident for independent school pupils and staff section of this **policy**; and
- c) each '**fee payer**' as defined in the school fees section of this **policy**.

Channel Islands

Jersey, Guernsey, Alderney, Sark, Herm, Jethou and Brecqhou.

Education Establishment

The premises of the Insured shown in the schedule.

Employee

Any person under a contract of service or apprenticeship with **you** or any person **you** have the right to instruct in his or her performance.

Endorsement

A change to the terms of the **policy**.

Event

A sudden, unforeseen and identifiable occurrence.

All occurrences or series of occurrences arising from or attributable to one source or original cause will be regarded as a single occurrence where they occur within a 10 mile radius and within 72 consecutive hours of the one source or original cause.

Excess

The amount **you** or the **beneficiary** must bear as the first part of each agreed claim or loss.

Geographical Limits

The geographical area shown in the schedule.

Medical Practitioner

Any legally qualified medical practitioner other than a **beneficiary**, a member of the immediate family of a **beneficiary** or a non-executive director of **you**, a director or **employee**.

Nuclear Risks

- a) Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b) any products or services which include, involve or relate in any way to anything in a) above, or the storage, handling or disposal of anything in a) above;
- c) all operations carried out on any site or premises on which anything in a) or b) above is located.

Operative Time

The period of time and/or activities for which **you** or a **beneficiary** are covered under this **policy** as stated in the schedule.

Parent or Legal Guardian

The person with parental responsibility for, or a legal guardian of a **covered pupil** falling within the definition of a **beneficiary**, both being in accordance with the Children Act 1989 and any subsequent replacement legislation.

Period of Insurance

The time for which this **policy** is in force as shown in the schedule. In respect of each **beneficiary** as stated in the schedule cover applies only where such persons have been included in the termly declarations as provided by **you**.

Policy

This insurance document and the schedule, including any endorsements.

Pupil

Any pupil or nursery child who is registered for attendance at the **education establishment** during the **period of insurance**.

Terrorism

An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a) is committed for political, religious, ideological or similar purposes; and
- b) is intended to influence any government or to put the public, or any section of the public, in fear; and
- c)
 - i) involves violence against one or more persons; or
 - ii) involves damage to property; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) is designed to interfere with or to disrupt an electronic system.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

We, Us, Our or Ourselves

Zurich Insurance plc.

You, Your or Yourselves

The policyholder stated in the schedule as the Insured.

Personal Accident Coverage for Independent School Pupils and Staff

The Cover

Permanent disablement

We will pay:

1. a) **your employee;**

b) the **pupil** or their **parent or legal guardian:**

falling within the definition of **insured person**, the corresponding benefit listed in the table of benefits if that **employee** or **pupil** suffers **accidental bodily injury** which results in their **burns and scalds**, death, **disappearance**, **facial scarring**, **total paralysis** or **permanent disablement**.

2. a) **your** volunteer;

b) **your** member of the board of governors:

falling within the definition of **insured person**, the corresponding benefit listed in the table of benefits if that volunteer or member suffers **accidental bodily injury** which results in their death, **disappearance**, **facial scarring**, **total paralysis**, or **permanent disablement** other than **loss of jaw** or **loss of tooth**.

Additional cover

We will also pay:

1. a) **your employee;**

b) the **pupil** or their **parent or legal guardian:**

falling within the definition of **insured person**, **counselling expenses**, **dental treatment expenses**, **domestic assistance expenses**, **funeral expenses**, **home alteration expenses**, **independent financial advice expenses** and **rehabilitation support expenses** incurred by or on behalf of that **employee** or **pupil** with **our** prior written consent.

2. a) **your** volunteer;

b) **your** member of the board of governors:

falling within the definition of **insured person**, **domestic assistance expenses**, **funeral expenses**, **home alteration expenses**, **independent financial advice expenses** and **rehabilitation support expenses** incurred by or on behalf of that volunteer or member with **our** prior written consent.

3. **your employee** falling within the definition of **insured person**, **retraining expenses** incurred by or on behalf of that **employee** where **you** have agreed with **our** prior written consent.

4. the **recruitment expenses** incurred by **you** directly as a result of death, **disappearance** or **permanent disablement** of an **insured person**.

What we will pay

Please check the schedule to see which benefits are in force.

Permanent disablement, disappearance, facial scarring, paralysis and death

We will pay the **insured person** or their **parent or legal guardian** the corresponding benefit listed in the table of benefits for death, **disappearance, facial scarring, total paralysis or permanent disablement** of each **insured person**.

If the **insured person** suffers a **permanent disablement** which is not listed in the table of benefits, we will calculate the benefit payable according to the degree of **permanent disablement** assessed by us in relation to types of **permanent disablement** which are listed in the table of benefits. This calculation will not take into account the **insured person's** ability to work.

Multiple benefits may be payable for each **insured person** in respect of the consequences of any one **accidental bodily injury**, but the most we will pay in respect of any one **accidental bodily injury** is the maximum benefit amount as shown in the schedule.

Multiple benefit uplift

If:

- a) **your employee;**
- b) a **pupil;**

falling within the definition of **insured person** suffers **accidental bodily injury** which leads to a valid claim for two or more benefits stated in the table of benefits, and the sum of these benefits exceeds the **multiple benefit uplift threshold**, we will also pay the difference between the sum of those benefits and the **multiple benefit uplift amount** as stated in the schedule.

Burns and scalds

For **burns and scalds**, we will pay **your employee** or **pupil** falling within the definition of **insured person** or their **parent or legal guardian** the following percentage of the benefit listed in the table of benefits:

- a) 30%, where **burns and scalds** affect between 4% and 14% of the body surface area below the neck;
- b) 60%, where **burns and scalds** affect between 15% and 24% of the body surface area below the neck; or
- c) 100%, where **burns and scalds** affect 25% or more of the body surface area below the neck.

Special limits

The following are also included within, and not in addition to, the **maximum benefit amount** shown in the schedule:

Counselling expenses

We will also pay **your employee** or **pupil** falling within the definition of **insured person** or their **parent or legal guardian** **counselling expenses**, up to the amount shown in the schedule, incurred in connection with each **accidental bodily injury** resulting in **permanent disablement** for each **employee** or **pupil**.

Dental treatment expenses

For **dental treatment expenses**, we will pay **your employee** or **pupil** falling within the definition of **insured person** who suffers a **dental injury**, or their **parent or legal guardian** the following percentages or amounts, which are all included within the benefit listed in the table of benefits or:

- a) Up to 20% for reasonable costs of emergency dental treatment during the **period of insurance**;
- b) Up to £125 per tooth for surgical extraction of wisdom teeth first diagnosed and extracted during the **period of insurance**;
- c) £125 per night spent by that **employee** or **pupil** in hospital for the purpose of receiving dental treatment;
- d) Up to £125 for the reasonable expenses incurred by that **employee** or **pupil** or their **parent or legal guardian** for taxis or other transport to a dental appointment.

Domestic assistance expenses

We will also pay the **insured person** or their **parent or legal guardian** **domestic assistance expenses**, up to the amount shown in the schedule, for each **insured person**.

Funeral expenses

We will also pay the **insured person** or their **parent or legal guardian** **funeral expenses**, up to the amount shown in the schedule, for each **insured person**.

Home alteration expenses

We will also pay the **insured person** or their **parent or legal guardian home alteration expenses**, up to the amount shown in the schedule, incurred in connection with each **accidental bodily injury** resulting in **permanent disablement** for each **insured person**.

Independent financial advice expenses

We will also pay the **insured person** or their **parent or legal guardian independent financial advice expenses**, up to the amount shown in the schedule, for each **insured person**.

Recruitment expenses

We will also pay **your** recruitment expenses, up to the amount shown in the schedule, incurred in connection with an **accidental bodily injury** resulting in death, **disappearance** or **permanent disablement** for each of **your employees** falling within the definition of an **insured person**.

Rehabilitation support expenses

We will also pay the **insured person** or their **parent or legal guardian rehabilitation support expenses**, up to the amount shown in the schedule, for each **insured person**.

Retraining expenses

We will also pay **your employee**, falling within the definition of an **insured person**, **retraining expenses** up to the amount shown in the schedule, incurred in connection with each **accidental bodily injury** resulting in **permanent disablement** for each such **employee**.

We will not make any payment for Accidental Bodily Injury under this section unless:

1. Prompt Notification

the **insured person** or their **parent or legal guardian** notifies **us** promptly of any **accidental bodily injury** which might be covered under this section.

2. Medical Advice

the **insured person** sees a suitably qualified **medical practitioner** as soon as possible after suffering injury and follows any medical advice they are given.

3. Medical Examination

the **insured person** submits to an independent medical examination as part of their claim if **we** determine it to be necessary.

4. Disappearance

in respect of a **pupil**, falling within the definition of **insured person**, who is the subject of a claim for **disappearance**, their **parent or legal guardian** provides **us** with a signed undertaking that if that **pupil** is subsequently found alive, any death or **disappearance** benefit paid shall be refunded to **us**.

Section Specific definitions

Accidental Bodily Injury

An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific **event** occurring at an identifiable time and place during both:

- a) the **period of insurance** or the **commuting period**; and
- b) the **operative time**,

and which results in the **insured person's** death, **permanent disablement**, **facial scarring** or **dental injury**, within 24 calendar months of the date of the **event**.

Burns and Scalds

Permanent scarring caused by third degree or greater burns or scalding to the neck or any part of the body below the neck of **your employee** or a **pupil** falling within the definition of an **insured person**.

Commuting Period

The period during which an **insured person** travels uninterruptedly to or from **your** premises.

Counselling Expenses

Reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim under this section for **permanent disablement** of **your employee** or **pupil** falling within the definition of an **insured person**.

Dental Injury

Damage to teeth or any dental prostheses caused by an unforeseen and unexpected direct extra-oral impact, occurring at an identifiable time and place during both the **period of insurance** and the operative time. This definition also includes accidental tooth breakage not caused by direct extra-oral impact.

Dental Treatment Expenses

The reasonable cost of treatment by a suitably licensed and qualified dentist to repair **dental injury**.

Disappearance

The disappearance of an **insured person** which leads to the reasonable presumption of death caused by **accidental bodily injury**.

Domestic Assistance Expenses

Reasonable expenses incurred with **our** prior written consent in employing a bona fide domestic services company for domestic assistance provided to the **insured person** at their home in connection with a valid claim for **permanent disablement** of that **insured person** under this section.

Exposure

Unavoidable exposure to extreme hot or cold conditions.

Facial Scarring

Scarring affecting at least 1cm² or a scar at least 2cm long occurring to the face or neck of an **insured person** as a result of an **accidental bodily injury**.

Funeral Expenses

Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an **insured person's** death arising directly from **accidental bodily injury**. This includes repatriation expenses.

Home Alteration Expenses

Reasonable expenses incurred with **our** prior written consent in making necessary alterations and adjustments to the **insured person's** home, and if relevant, their family vehicle and place of work in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.

Independent Financial Advice Expenses

Reasonable expenses incurred with **our** prior written consent to engage an independent financial advisor to provide one session of professional financial advice to the **insured person** or their **parent or legal guardian** in connection with a valid claim for the death or **permanent disablement** of that **insured person** under this section. **We** will not make any payment for any financial advice provided by any relative of the **insured person** or provided by **you**.

Insured Person

Any person or category of persons as stated in the schedule aged 79 years old or younger, who is legally resident in the **United Kingdom**, the **Channel Islands** or the Isle of Man, provided that such person:

- a)
 - i) is a **pupil** who is registered for attendance at the **education establishment** during the **period of insurance**. This includes any applicable parental interests of that **pupil's parent or legal guardian**;
 - ii) is an **employee** or volunteer working at the **education establishment** during the **period of insurance**; or
 - iii) is a member of **your** board of governors during the **period of insurance**; and
- b) has been, or will be:
 - i) added to the list of **insured persons** covered by this section maintained by **you**; and
 - ii) included within the termly declaration numbers for this section of the **policy** reported by **you** to **Aon**;

unless otherwise stated in the schedule.

Loss of Digit

Total loss of or use of a thumb, finger or toe.

Loss of Hearing

Total and permanent loss of hearing.

Loss of Intellectual Capacity

Persistent disorder or disability of the mind or significant impairment of intelligence and social functioning which is quantitatively evaluated by psychological examination and assessment.

Loss of Jaw

Surgical removal of the jaw or the lower jaw. This includes any remaining part of the jaw which must be fixed in position with permanent and total loss of movement in the joint between the jaw and the skull.

Loss of Limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb loss by permanent physical severance of the entire four fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Loss of Organ

Total loss of use of a kidney, lung or spleen.

Loss of Sight

The total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **insured person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **we** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech

Total and permanent loss of speech.

Loss of Tooth

Loss of a tooth, including the death of a nerve in a tooth. This does not include milk teeth.

Maximum Benefit Amount

The most **we** will pay per **insured person** for all benefits and expenses in respect of any one **event** as shown in the schedule.

Multiple Benefit Uplift Amount

If the **insured person** is eligible, the amount, shown in the schedule, which **we** will pay if the **multiple benefit uplift threshold** amount has been reached by the sum of two or more benefit payments in respect of a valid claim. Please check the schedule to see if the **insured person** is eligible for this uplift.

Multiple Benefit Uplift Threshold

If the **insured person** is eligible, the minimum amount shown in the schedule that a combination of benefits payable in respect of a valid claim must equal or exceed before **we** will pay an additional amount up to the **multiple benefit uplift amount**.

Permanent Disablement

- a) **Exposure, loss of digit, loss of hearing, loss of intellectual capacity, loss of jaw, loss of limb, loss of organ, loss of sight, loss of speech, loss of tooth; paralysis, or**
- b) any disablement which entirely prevents the **pupil**, falling within the definition of **insured person**, from attending the **education establishment** and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement, or
- c) any disablement which entirely prevents the **insured person**, other than **pupils**, from attending to their usual business or occupation for which that person is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.

Recruitment Expenses

Reasonable expenses incurred by **you** with **our** prior written consent in the recruitment and selection process for the replacement of an **employee** of **you**, falling within the definition of an **insured person**, in connection with a valid claim for the death or **permanent disablement** of that **employee** under this section.

Rehabilitation support expenses

Reasonable expenses incurred by an **insured person** or their **parent or legal guardian** with **our** prior written consent in the rehabilitation support of an **insured person**, in connection with a valid claim for the **permanent disablement** of that **insured person** under this section.

Retraining Expenses

Reasonable expenses incurred with **our** prior written consent by an **employee** of **you** falling within the definition of an **insured person**, in the retraining of that **employee**, for an alternative occupation in connection with a valid claim for the **permanent disablement** of that **employee** under this section.

Total Paralysis

Complete and permanent loss of use and sensation of limbs as a result of **accidental bodily injury**.

Exclusions to Personal Accident Coverage for Independent School Pupils and Staff

This section does not cover any **accidental bodily injury** directly or indirectly caused by, or contributed to by:

1. Suicide or Self-Injury

an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury.

2. Intoxication or Drug Use

intoxication or use of any drug or controlled substance by an **insured person** (other than drugs prescribed by their **medical practitioner** and used properly).

3. Not Avoiding Danger

an **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life.

4. Criminal Acts

any criminal act.

5. Excluded Causes

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder other than as a direct result of **accidental bodily injury**.

6. Non-Passenger Air Travel and Aerial Activities

an **insured person** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft, or any other aerial activities other than as a passenger travelling with commercial airlines.

7. Sports

an **insured person** participating in sports training sessions or matches on a professional or semi-professional basis.

8. War

war, but only where at the time of an **insured person's** departure for travel, the British Foreign, Commonwealth & Development Office advise against all but essential travel to the destination or to the location of any scheduled stop between the original point of departure and the final destination.

9. Terrorism and Nuclear

terrorism or **nuclear risks**.

Personal Belongings Coverage

The Cover

Personal Belongings

We will insure a **covered pupil's personal belongings** against **damage** occurring during the **period of insurance**:

- a) whilst at the **education establishment**;
- b) during **travel to school** within the **geographical limits**; or
- c) during **school trips** within the **geographical limits**.

What we will pay

We will pay the **parent or legal guardian** of the **covered pupil** up to the amount insured shown in the schedule unless limited below or in the schedule.

Repair and replacement

At **our** option **we** will repair, replace or pay for any lost or **damaged** items on the following basis:

- a) for **personal belongings** up to 12 months old, the cost of repair or replacement as new;
- b) for **personal belongings** more than 12 months old, the cost of repair or replacement back to their state immediately before the loss or **damage** or the replacement value less an adjustment for wear and tear.

We will not make any payment for Personal Belongings unless:

1. Prompt Notification

the **parent or legal guardian** of the **covered pupil** notifies **us** promptly, via **you**, of any **damage** which might be covered.

2. Police Report

the **parent or legal guardian** of the **covered pupil** has reported any loss or **damage** arising from theft, attempted theft, arson, malicious damage, riot or civil commotion, to the police or relevant local authority, as soon as reasonably possible, and obtain a crime reference from them.

Section Specific definitions

Amount Insured

The most **we** will pay as shown in the schedule. Unless **we** say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided the **covered pupil** or their **parent or legal guardian** carries out **our** recommendations to prevent further loss or **damage**.

Communicable Disease

Any communicable, infectious, or contagious disease, including any related variation, strain, virus, complex or syndrome. Including Coronavirus disease (COVID-19 / SARS CoV-2) and any mutation or variant thereof.

Computers and Mobile Phones

Computers, mobile phones and tablet computers, which belong to any **covered pupil**, including purchased software but excluding data or information entered by any **covered pupil** or on any **covered pupil's** behalf.

Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or **damage** to property by or under the order of any government or public or local authority.

Covered Pupil

Any **pupil** that has been, or will be:

- a) added to the list of **pupils** covered by this section maintained by **you**; and
- b) included within the termly declaration numbers for this section of the **policy** reported by **you** to **Aon**.

This includes any applicable parental interests of that **pupil's parent or legal guardian** in their **personal belongings**.

Damage

Accidental physical loss or physical damage.

Travel to School

The period during which:

- a) the **covered pupil** travels uninterruptedly from their home to the **education establishment**; or
 - b) the **covered pupil** travels uninterruptedly from the **education establishment** to their home;
- provided this travel commences during the **period of insurance** or up to 14 days before the **period of insurance**.

Personal Belongings

Personal property of any **covered pupil**, including **computers and mobile phones**. This definition does not include:

- a) cash, currency, bank notes, tickets, travel passes and stamps;
- b) vehicles and any related accessories;
- c) personal hygiene items, including contact lenses; and
- d) consumables.

School Trips

Any domestic or overseas trip arranged for **covered pupils** by **you**, provided the trip commences during the **period of insurance** or up to 31 days after the **period of insurance**.

Storm

High winds of a destructive nature, rainstorm, hailstorm or snowstorm.

Exclusions to Personal Belongings Coverage

This section does not cover:

1. Excluded Causes

damage caused by:

- a) wear and tear, inherent defect, rot, fungus, mould, vermin or infestation or any gradually operating cause;
- b) theft or attempted theft from an unattended vehicle unless the item is out of sight in a locked boot or locked storage compartment;
- c) a virus or hacker;
- d) dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire.

2. Losses Outside of the School Term

damage to **personal belongings** left at the **education establishment** outside of the school term, unless:

- a) the **covered pupil** or their **parent or legal guardian** obtains **your** permission to leave their **personal belongings** at the **education establishment** prior to the end of term; and
- b) such **damage** involves violent or forcible entry into or exit from a securely locked room or building.

3. Misuse or Maintenance

damage to **personal belongings** caused by misuse, faulty workmanship, inadequate or inappropriate maintenance, defective design or the use of faulty materials, being cleaned, worked on or maintained.

4. Failure

damage to any **personal belongings** directly resulting from its own failure.

5. Sports Equipment in Use

damage to sports equipment while in use.

6. Pedal Cycles

damage to pedal cycles unless involving violent or forcible entry into or exit from a securely locked room or building or while the item is securely locked to an immovable object.

7. Information

loss or distortion of information resulting from error or malfunction of **personal belongings**. Or the value to a **covered pupil** or their **parent or legal guardian** of any lost or distorted information.

8. Unexplained Losses

unexplained loss or disappearance.

9. Indirect Losses

any indirect losses which result from the incident which caused a **covered pupil** or their **parent or legal guardian** to claim.

10. Excess

the amount of the **excess**.

11. Nuclear and war, terrorism, confiscation and communicable diseases risks

any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a) **terrorism**;
- b) civil commotion in Northern Ireland;
- c) **war**;
- d) **confiscation**;
- e) **nuclear risks**;
- f) **communicable disease** or the fear or threat of **communicable disease**; or
- g) any action taken in controlling, preventing, suppressing or in any way responding to a) to f) above.

If there is any dispute between the **covered pupil** or their **parent or legal guardian** and **us** over the application of 11a) or 11b) above, it will be for the **covered pupil** or their **parent or legal guardian** to show that the clause does not apply.

School Fees Coverage

The Cover

School Fees

We will pay the **fee payer** up to the amount shown in the schedule for **school fees** that the **fee payer** is legally required to pay to **you**, for the period of a **pupil's** absence from the **education establishment** which is solely and directly caused by:

Pupil accident and illness

a **pupil's accidental bodily injury** or **illness**; or

School closure because of disease outbreak

a **disease outbreak** which forces the closure of all or part of the **education establishment** and the **education establishment** is unable to conduct any **remote learning** as a replacement.

Additional cover

We will also pay up to the amount shown in the schedule:

Accidental death of a fee payer

If a **fee payer** suffers an **accident** and dies as a result of the **accident** within 12 months, **we** will pay the **fee payer** for **school fees** they are legally required to pay to **you**.

Accidental death of a pupil

In the event of an **accident** which causes **accidental bodily injury** to a **pupil** and which results in the death of that **pupil**, **we** will pay **you** any **school fees** which the **fee payer** is legally required to pay to **you**.

Withdrawal of a pupil

In the event of a withdrawal of a **pupil** during the **period of insurance**, **we** will pay **you** any **school fees** which the **fee payer** is legally required to pay to **you**, provided:

- a) that for withdrawal other than for disciplinary reasons, **you** receive less than one term of notice that the **pupil** will be withdrawn;
- b) that for withdrawal for disciplinary reasons:
 - i) the **pupil** received tuition at the **education establishment**; and
 - ii) the **pupil's** place has not been filled within one term of the date of their withdrawal.

What we will pay

We will pay up to the amount insured unless limited below or shown in the schedule.

The amount **we** pay for each item will be calculated as follows:

Pupil accident and illness

The sum produced by applying the **daily rate** to the **school fees** for the term during which the **pupil** was absent.

The most **we** will pay for any **pupil** absence under this section is five continuous terms or 18 months' worth of **school fees**, whichever the lesser, calculated from the first day of absence, but in respect of **boarding pupils**, the most **we** will pay is limited to 90% of the calculated amount.

School closure because of disease outbreak

The sum produced by applying the **daily rate** to the **school fees** for the term during which the **pupil** was absent.

The most **we** will pay for any **pupil** is up to two weeks of **school fees** calculated by applying the **daily rate** to the **school fees** for the term.

Additional Cover

Accidental death of a fee payer

The most **we** will pay is up to five consecutive terms or 18 months' worth of **school fees** for each affected **pupil**, whichever is the lesser.

Accidental death of a pupil

The most **we** will pay is up to five consecutive terms or 18 months' worth of **school fees** for each deceased **pupil**, whichever is the lesser.

Withdrawal of a pupil

If a **pupil** is withdrawn from the **education establishment** for disciplinary reasons, **we** will pay **you** the balance of unpaid **school fees** from the date of expulsion to the end of the current term. The most **we** will pay is one term of **school fees** for each withdrawn **pupil**.

If a **pupil** is withdrawn from the **education establishment** for any other reason, **we** will pay **you** up to 75% of the balance of unpaid **school fees** from the date of withdrawal to the end of the current term. The most **we** will pay is 75% of one term of **school fees** for each withdrawn **pupil**.

We will not make any payment for school fees unless:

1. Prompt Notification

the **fee payer** or **you** notifies **us** promptly of anything that could result in a covered loss under this section of the **policy**.

2. Medical Treatment

in respect of any ill or injured **pupil**, reasonable efforts are taken to ensure that every ill or injured **pupil** sees a suitably qualified **medical practitioner** as soon as possible after suffering an injury and follows any medical advice they are given.

Section Specific definitions

Accident

A sudden, unexpected, specific **event** occurring at an identifiable time and place during the **period of insurance**.

Accidental Bodily Injury

An identifiable physical injury to a **pupil** which is caused by a sudden, unexpected, specific **event** occurring at an identifiable time and place during the **period of insurance** and which results in the **pupil's** temporary disablement within 12 calendar months of the date of the **event**.

Boarding Pupils

Any **pupil** who also usually resides at the **education establishment** during term time.

Daily Rate

The percentage produced by dividing the number of days that an insured **pupil** is absent during a term by the total number of days in that term.

Day Pupil

Any **pupil** who is not a **boarding pupil**.

Disease Outbreak

An outbreak of a human infectious or human contagious disease at the **education establishment** during the **period of insurance**.

Fee Payer

The person or persons who have entered into a contractual obligation with **you** to pay **school fees** for the attendance of a **pupil** at the **education establishment**, including their **next of kin** or legal guardian in the event of a **fee payer's** death.

Illness

Illness, sickness or disease which first manifests itself during the **period of insurance** and which results in the **pupil's** temporary inability to attend the **education establishment**. **Illness** is only covered where the **pupil** is unable to take part in any **remote learning** where offered.

Minimum Absence Period

The time period stated in the schedule as the 'minimum absence period', being the minimum period for which a **pupil** must be absent in order for **school fees** to be paid under this section.

Next of Kin

A person's closest living relative or relatives.

Remote Learning

Where an **education establishment** provides an opportunity for **pupils** and the **education establishment** to remain connected and engaged with the educational curriculum whilst working from their homes.

School Fees

The value of fees **you** have agreed and charged to a **fee payer** for the attendance of a **pupil** at the **education establishment**, calculated on a per term basis.

Exclusions to School Fees Coverage

This section does not cover:

1. Absence

the absence:

- a) of any **day pupil** from the **education establishment** unless their continuous absence equals or exceeds the **minimum absence period** shown in the schedule;
- b) of any **boarding pupil** from their classes at the **education establishment** unless their continuous absence equals or exceeds the **minimum absence period** shown in the schedule;
- c) lasting 14 days or longer which has not been referred to and validated by a suitably qualified medical professional;
- d) caused by any condition or defect, suffered by a **pupil**, which existed at birth;
- e) as a result of a **pupil** receiving an inoculation or other preventative treatment, unless **you** insist on such measures to counter a **disease outbreak**;
- f) due to any physical defect, infirmity or medical condition for which the **pupil** has received a diagnosis, treatment or advice prior to the **pupil's** first policy, provided there has been no break in cover in all following policies issued by **us**. This also includes any undiagnosed physical defect, infirmity or medical condition under investigation prior to the **pupil's** first policy, provided there has been no break in cover in all following policies issued by **us**; or
- g) which continues longer than the **pupil's** suitably qualified **medical practitioner** deems necessary for the **pupil's** medical condition. However, this exclusion will not apply if that **medical practitioner** confirms the **pupil** is not medically fit to attend the **education establishment** without risk of permanent impairment to their health.

2. Fee Payer

for the death of any **fee payer** who is:

- a) aged 80 years or older; or
- b) a trustee of a fund from which **school fees** are paid for the **pupil**.

3. Excluded Causes

for absence, death or withdrawal resulting from:

- a) pregnancy or childbirth;
- b) a **pupil** or **fee payer** deliberately exposing themselves to exceptional danger unless trying to save a human life;
- c) a **pupil** or **fee payer** flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.

4. War or Terrorism

for absence, death or withdrawal directly or indirectly caused by, resulting from or in connection with:

- a) **war**, but only where at the time of a **pupil's** or **fee payer's** departure for travel, the British Foreign, Commonwealth & Development Office advise against all but essential travel to the final destination or the location of any scheduled stop between the original point of departure and the final destination;
- b) **terrorism** or **nuclear risks**.

5. Discontinuation

if **your** activities are discontinued permanently or if a liquidator or receiver is appointed.

6. Communicable Diseases

any claim, loss or expense directly or indirectly arising out of, contributed to, by, or in connection with:

- a) Coronavirus disease (COVID-19);
- b) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c) any strain, mutation, virus, complex or syndrome that is related to SARS-CoV-2; or
- d) any other declared medical epidemic or pandemic;
- e) any fear or threat of a), b), c) or d) above.

Crisis Containment for Independent Schools

The Cover

Crisis containment costs

We will pay **crisis containment costs** incurred with **our** prior written consent as a direct result of a **crisis** commencing during the **period of insurance**.

Outside working hours discretionary crisis mitigation costs

We will also pay **crisis containment costs** incurred without **our** consent in carrying out immediate work outside of **working hours** to limit or mitigate the impact of the **crisis**. Any such work done by a crisis containment provider will not be confirmation of cover under this or any other section of this **policy**.

What we will pay

We will pay **you** for **crisis containment costs** covered under this section of the **policy**.

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **incidents**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

We will not make any payment for Crisis Containment unless you notify any crisis in accordance with either of the following:

1. If a crisis arises during working hours

If **you** first become aware of the crisis during **working hours** you must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the **incident**, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**.

If **we** determine that the **incident**, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us** and any of **our** representatives in the management of the **crisis**.

2. If a crisis arises outside of working hours

If **you** first become aware of the **crisis** outside of **working hours** you must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the claims conditions section of the **policy**.

You must co-operate fully with a crisis containment provider in the management of the **crisis**.

Section Specific definitions

Business

Your business or profession as shown in the schedule.

Crisis

A time of severe difficulty in **your** activities or danger to **your business** as a result of an **incident** that would trigger a claim under Personal Accident, Personal Belongings or School Fees that could, if left unmanaged, cause adverse or negative publicity of or media attention to **you** or **your business**.

Crisis Containment Costs

Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a **crisis**.

Incident

An **incident**, act or problem that in **your** good faith opinion could potentially give rise to a covered claim being made by **you** or a **beneficiary** under any other section of this **policy**.

Working Hours

The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

Exclusions to Crisis Containment Coverage

This section does not cover:

1. Invalid Claims

crisis containment costs relating to any claim or part of a claim not covered by this **policy**.

2. Alternate Cover

costs which are covered under any other section of this **policy**.

3. Excluded Causes

any **crisis containment costs** directly or indirectly due to:

- a) any **incident**, act, investigation or problem that affects **your** profession or industry; or
- b) governmental regulations which affect another country or **your** profession or industry; or
- c) any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America; or
- d) socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

General Exclusions

We will not be liable for any bodily injury, loss or expense suffered:

1. Active Service

as a result of a **beneficiary** engaging in **active service** in any of the armed forces of any nation.

2. Excluded Territories

as a result of any exposure in the following listed territories unless declared in advance and accepted by **us**:
Afghanistan, Iraq, Syria, Yemen.

3. War Risks

as a result of **war** within the **beneficiary's** country of permanent residence or country of secondment.

General Conditions

1. Assignment

This **policy** may not be assigned by **you** or a **beneficiary** without **our** prior written consent.

2. Cancellation

a) Cancellation of the policy

Other than as stated in the Fair presentation of the risk or Fraudulent claims conditions, this **policy** or any portion of it may be cancelled by **us** or **you** by sending via special delivery mail to the other's last known address 60 days' written notice of cancellation.

We will refund to **you** the balance of premium **we** have been paid for the **period of insurance** calculated from the date of cancellation to expiry of the **period of insurance**.

You will be responsible for notifying all **beneficiaries** of such cancellation and for distributing to each **beneficiary** their proportion of any refund and informing them that premium will no longer be collected.

b) Cancellation of cover for a beneficiary

A **beneficiary** has no right to cancel this **policy** but may cancel their own cover under this **policy** by giving 14 days' written notice to **you**. **You** will be responsible for sending via special delivery mail to **us** notification of such cancellation.

We may cancel cover in respect of a **beneficiary** by sending via special delivery mail to **you** 30 days' written notice of cancellation. **You** will be responsible for notifying the **beneficiary** of such cancellation.

We will refund to **you** the balance of premium **we** have been paid for the **period of insurance** in respect of that **beneficiary** calculated from the date of cancellation to expiry of their **period of insurance**. **You** will be responsible for distributing to the **beneficiary** any refund **we** provide.

3. Cooling off period

If this **policy** does not meet the requirements of a **beneficiary** they can choose not to effect cover under this **policy** by writing to **you** or **us** within 14 days of either the start of the **beneficiary's period of insurance** or the date on which the **beneficiary** receives their insurance documents whichever occurs later.

If within the relevant 14 day period a **beneficiary** sustains bodily injury or other loss or incident which results in a valid claim under this **policy** **we** will only refund that part of the premium in proportion to the period of unused cover. **We** will return this to **you** for **you** to pass it to the **beneficiary** if the premium has already been paid by the **beneficiary** and collected by **you**.

4. Declaration of policy information

You must complete and submit to **Aon** declarations within 30 days of the beginning of each school term the School Declaration Form as provided by **Aon** stating:

- a) the number of all **beneficiaries** for whom cover has been requested;
- b) the **period of insurance** applicable.

Any additional premium required for that school term must be paid within a reasonable period as advised by **us**.

5. Duplicate cover

If a loss is covered under more than one clause of this **policy** **we** will provide cover under the clause that provides the most cover but never under more than one clause. In no event will **we** make duplicate payments for the same loss.

6. Fair presentation of the risk

- a) At inception and renewal of this **policy** and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
 - i) treat this **policy** as if it had not existed; and
 - ii) not return the premium paid by **you**.

We reserve the right to recover from **you** any amounts which **we** are required to pay out under this **policy** for claims by **beneficiaries** to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of this clause b).

- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this **policy** or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would have applied different terms to the cover **we** will have the option to treat this **policy** as if those different terms apply; and/or
 - ii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred.

7. Fraudulent claims

In the event of a fraudulent claim by **you**, **we**

- a) are not liable to pay the claim
- b) may recover from **you** any sums paid in respect of the claim
- c) may by notice to **you** cancel this **policy** from the date of the fraudulent act without any return of the premium.

Our liability under this **policy** prior to the date of the fraudulent act shall be unaffected. It is for **us** to demonstrate that a claim has been made fraudulently and/or that a fraudulent act has taken place.

If any fraud is perpetrated by or on behalf of a **beneficiary** and not on behalf of **you** this condition should be read as if it applies only to that **beneficiary's** claim and references to this **policy** should be read as if they were references to the cover effected for that person alone and not to the **policy** as a whole.

8. Insured person under 18 years of age

In the case of a **beneficiary** under the age of 18 years any rights or obligations under this **policy** will be deemed to apply to the **parent or legal guardian** of such **beneficiary**.

9. Interest

No sum payable under this **policy** will carry interest.

10. Material alteration

You will advise **us** as soon as reasonably practicable in writing of any alteration which materially affects the risk insured including any alteration in **your** activities or those in which the **beneficiaries** participate by virtue of their association with **you**.

Where the alteration is accepted, **you** will be responsible for notifying each **beneficiary** of their proportionate share of any additional premium and must do so within 14 days of **us** having confirmed to **you** the total additional premium due.

If **you** accept the revised terms but a **beneficiary** does not the **beneficiary** may cancel their cover in accordance with condition 2. Provided a **beneficiary** notifies their request for cancellation of cover within 14 days of **you** informing them of their additional premium **we** will waive such charge.

If a **beneficiary** does not pay their proportion of the additional premium **we** will cancel their cover in accordance with condition 2.

11. Other Insurance

We will not make any payment under this **policy** where **you** or any **beneficiary** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

12. Premium payment

You will pay the premium as agreed and supply information in the form and at the frequency as reasonably required by **us**.

13. Reasonable care

You and all **beneficiaries** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this **policy**.

14. Sanctions

Notwithstanding any other terms of this **policy** **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

15. Severability

When determining the applicability of the General conditions, Claims conditions or exclusions in each section under What is not covered, the act, incident or occurrence that actually or allegedly took place relating to one **beneficiary** shall not be imputed onto any other **beneficiary** or **you** provided that they neither committed nor condoned such act, incident or occurrence.

16. Third party rights

You, the **beneficiaries** and **we** agree that it is not intended for any third party to this contract to have the right to enforce or vary the terms of this contract. **You**, the **beneficiaries** and **we** can rescind or vary the terms of this contract without the consent of any third party to this contract who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Claims Conditions

For this section 'you' also applies to **beneficiaries**

In the event of any circumstances which could give rise to a claim **you** must:

- a)
 - i) give notice to **us** as soon as reasonably possible
 - ii) make no admission of liability without **our** prior written consent
 - iii) provide **us** or **our** appointed representatives with:
 - 1) all necessary assistance in a timely manner
 - 2) all information reasonably required
 - 3) all documentation and records necessary to establish and assess indemnity under this **policy**
 - iv) prove the loss to **our** reasonable satisfaction
 - v) forward immediately to **us** or **our** representatives any letter, writ or other document received in connection with any claim made under this **policy**
 - vi) assist and concur with all reasonable arrangements for **our** medical advisors to examine a **beneficiary** in respect of which a claim has arisen; and
- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by **us** on all matters connected with a claim at such reasonable time and place as **we** may designate.

No act by **us** or **our** representatives in connection with any investigation will be deemed a waiver of any defence which **we** might otherwise have. All acts will be deemed to have been made without prejudice to **our** liability.

We reserve the right to:

- i) take such steps as **we** deem necessary to prevent, mitigate or minimise a loss
- ii) take over and conduct the defence or settlement of claims made against a **beneficiary** that is covered by this **policy**
- iii) pursue all rights or remedies available to **you** whether or not payment has been made.

Zurich Insurance plc

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UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham,
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