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## **COLLEGE STUDENT POSSESSIONS**

### **POLICY WORDING**

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## **Introduction**

Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

## Your Policy

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we our or RSA).

We would advise for clarify that although there may be more than one party detailed as Policyholder in the Schedule, in terms of application of Sums Insured, Limits of Indemnity or cover under the Policy, there is still only one Policyholder or one party or legal entity so there will only be two parties of the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair representation including any usual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions – Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special conditions which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions – Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

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

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

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

In the United Kingdom the law allows both parties, both you and us, to choose the law applicable to this contract. This Policy will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending on your address as shown in the Schedule. If there is a dispute as to which law applies it will be English Law.

You agree to submit to the exclusive jurisdiction of the English Courts.

This Policy may be cancelled:

- a) by us giving 30 days notice in writing to you at your last known address
- b) by you giving 30 days notice in writing to us at the address shown in the schedule

You will be entitled to a proportionate return of premium unless a claim has been made in the current period of Insurance

## Claim Notification

Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible, although there are some situations where immediate notification is required.

Conditions that apply in the event of a claim are set out on the Policy Conditions pages of this policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim.

You will be asked to complete a Claim Form in order to provide us with the relevant information we require to process a claim.

This information will enable us to make an initial evaluation on policy cover and claim value.

We will also request additional information of which may include the following:-

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damage to property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers.

Our Philosophy is to repair or replace lost or damaged property, where we consider it appropriate.

## Customer Care

### NWBIB Claims Helpline

The ultimate test of any insurance policy is providing a fast and effective claims service. NWBIB recognise that it might not be convenient for you to report a claim to us during normal business hours. That's why you can notify us of any claim when it suits you – any time of day or night all you need to do is go to our website at <http://insurance.nwbib.co.uk/student-insurance/SubmitAClaim/> and complete the information required to make a claim and you will receive a response within 24-48 hours.

Alternatively you can call NWBIB on:

**01223 792292**  
Monday – Friday, 9am – 5pm

## Policy Conditions

It is a requirement of the Company that the following Policy Conditions apply as stated except so far as in necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance relating to legal liability to Employees.

Applicable to the whole Policy unless otherwise stated:

### 1 Action by the Policyholder

On the discovery of a circumstance or event which may give rise to a claim under this Policy the Policyholder shall:

- a) notify the Company as soon as reasonably possible,
- b) give notice within 24 hours to the Police Authority in respect of Damage (other than by fire or explosion caused by malicious persons or thieves if insured by this policy
- c) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption or interference with the Business or to avoid or diminish the loss
- d) within 30 days after the circumstances or event or of the expiry of the indemnity Period or such further time as the Company may allow, and at his own expense, deliver to the Company:
  - i) full information in writing of the claim,
  - ii) details of any other insurance relating to the claim.
  - iii) all such business books, documents, proofs, information, explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such, their report being prima facie evidence of such information and details,
  - iv) if demanded a statutory declaration of the truth of the claim and of any matter connected with it.
- e) in respect of Liability insurance:
  - i) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt
  - ii) Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

## **2 Alterations**

This Policy shall be terminated if:

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the Policyholder's Interest ceases otherwise than by death or
- c) any alteration is made either in the Business or in the Premises or Property therein or any other circumstances whereby the risk is increased unless otherwise stated.

at any time after the commencement of this Policy unless its continuance be admitted by the Company and in respect of 2C) the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy on any terms ,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of alteration.

## **3 Arbitration Not applicable to Liability Insurances**

If any difference arises to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties, in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company.

## **4 Contribution**

a) Applicable to Property Damage

If at the time of any claim, there is any other insurance covering the Policyholder's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of such claim, and will be subject to any Underinsurance Provision.

In respect of Property Damage only:

- i) if any such other insurance is subject to any Underinsurance Provision, this Policy, if not already subject to any Underinsurance Provision shall be subject to the Provision in like manner.
- ii) if any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the Property insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

b) Applicable to Liability Insurance

If at the time of any claim there is or, but for the existence there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected,

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

**5 Financial or Trade Sanctions**

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if ant to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited and restricted with immediate effect by giving written notice to the other at their last known address.

I the whole or any part of the Policy is cancelled the Company shall return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been pair or are outstanding.

**6 Fraud**

If a claim is in any respect fraudulent or if any fraudulent means or devices be used by the Policyholder or anyone appointed to act on their behalf to obtain any benefit under this Policy of if any Damage, claim or loss is caused by the wilful act or with the connivance of the Policyholder, the Company will:

- a) have no liability to pay any part or the whole of the fraudulent claim,
- b) be entitled to refuse all claims arising after the fraudulent action,
- c) remain liable for legitimate claims before the fraudulent action,
- d) terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud

**7 Legal Representation  
Applicable to Liability Insurance**

Where the Company provides its consent to indemnity the Policyholder in respect of any legal costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy, the Company will choose an appropriate representative (be it a solicitor or otherwise) to act on the Policyholder's behalf.

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Policyholder wishes to appoint its own representative, the Policyholder shall be provided prior to notification of its intention to do so and seek the Company's written consent.

The Policyholder agrees that in respect of its proposed representative:

- i) the hourly rate (or such other fee basis as the case may be) to apply and
- ii) the terms and conditions of such appointment

shall be subject to the Company's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agree that the Company will have the option to audit any files for the purpose of assessing the costs claimed.

## **8 Policy Voidable**

This Policy shall be voidable in the event of misrepresentative, mis-description or non-disclosure in any material particular.

However, the Company agrees not to void the Policy provided that:

- a) such misrepresentation or non-disclosure has not been deliberate or reckless
- b) such misrepresentation or non-disclosure has not been of such nature that, if the material particular had not been misrepresented or had been disclosed the Company would not have entered into this Policy on any terms,
- c) the Company shall be entitled to impose appropriate additional terms (other than Premium) with effect from inception or if applicable the date of the alteration,

If at the time of Damage, claim or loss the Premium charged to the Policyholder would have been higher but for the misrepresentation or non-disclosure in any material particular the liability of the Company of any loss amount payable shall be limited to the proportion that the Premium charged bears to the higher premium.

## **9 Reasonable Precautions Applicable to the whole policy other than Liability Insurance**

The Policyholder at their own expense shall:

Take all reasonable precautions to prevent or diminish Damage to any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all Property insured in sound condition,

## **10 Reasonable Precautions Applicable to Liability Insurance**

It is a condition precedent to liability of the Company that the Policyholder at his own expense shall

- a) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings and furnishings ways works machinery plant and vehicles in a sound condition

b) as soon as reasonably possible after discovery cause any defect or damage to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

**12 Rights of the Company**  
**Applicable only to Liability Insurance**

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

**13 Rights of Recovery**

Any claimant under this Policy shall, at the request and expense of the Company, take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Policyholder before or after any payment is made by the Company.

The Company shall not enforce any rights against any Company being parent of or subsidiary of the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder itself a subsidiary in each case as defined by the Companies Act 1985 or the Companies (Northern Ireland) Order 1986.

**14 The Company's Liability**

For all purposes, including but not limited to the application of the Sums Insured, Limits, Limits of Liability or Limits of Indemnity and consideration of when and how the Policy will respond, all parties included in the definition of the Policyholder in the Schedule, shall constitute one Policyholder, or one party or legal entity, so that there will be only two parties to the contract of insurance between Policyholder and the Company.

**15 Third Party Contract Rights**

No person other than the Policyholder or the Company may enforce the terms of the Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

# Complaints Procedure

## Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers.

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your Policy please contact the sales and service team based in the office which issued the Policy. If your complaint relates to a claim then please call the claim helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day, experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA  
Customer Relations Team  
PO Box 255  
Wynondham  
NR14 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### **If you're still not happy**

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints: they can be contacted at:

Post: Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 0234 567 (for landline users)  
0300 1239 123 (for mobile users)

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### **Thank you for your Feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## College Students Possessions Insurance

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If any of the property insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Student of the College the amount of loss or at its option reinstate or replace such property

Provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this Insurance Damage shall mean loss destruction or damage

### Cover A and G: Insurance of the Contents

#### Definitions

**Contents** shall mean

- household goods and personal effects which belong to or are the responsibility of the student
- deeds and documents up to £1,000
- visitors personal effects up to £250

but excluding

- (A) motor vehicles (other than gardening machinery and pedestrian controlled vehicles)
- (B) caravans trailers aircraft hovercraft or boats or parts or accessories for any of them
- (C) swimming pool covers
- (D) pets and livestock
- (E) securities of any kind
- (F) property more specifically insured

**High Risk Items** shall mean

Television radio recording and audio equipment jewellery gold silver and articles of precious metal personal computers clocks watches cameras furs pictures works of art and curios stamp coin and other collections

#### Covers

The following are the Covers insured except as otherwise stated in the Schedule

- 1 Fire lightning explosion earthquake
- 2 Storm or flood
- 3 a) Water escaping from fixed water or heating installations washing machines or dishwashers  
b) Oil escaping from a fixed heating installation
- 4 Riot civil commotion strikes or labour disturbances excluding  
1) loss or Damage occurring in Northern Ireland
- 5 Malicious persons or vandals excluding  
1) loss or Damage occurring in Northern Ireland  
2) loss or Damage caused by any student of the college
- 6 Theft or attempted theft excluding Damage  
1) by deception unless only entry is gained by deception

- 2) caused by any student of the college
  - 3) where there is no forcible and violent entry or exit except where occupant is inside
- 7** Subsidence or ground heave excluding Damage
- 1) resulting from movement of solid floor slabs unless the foundations beneath the external walls are damaged by the same cause and at the same time
  - 2) resulting from coastal or river erosion
  - 3) resulting from demolition of or structural alteration or structural repair to the premises
  - 4) resulting from faulty workmanship or the use of defective materials
- 8** Falling television or radio aerials aerial fittings or masts
- 9** Falling trees or branches
- 10** Collision involving aircraft or aerial devices or anything dropped from them vehicles or animals excluding Damage
- 1) caused by domestic pets
- 11** Accidental breakage of mirrors plate glass tops to furniture and fixed glass in furniture
- 12** Accidental damage to televisions audio video and computer equipment excluding Damage
- 1) by wear and tear, depreciation, gradually operating cause, process of cleaning, repair or restoration, mechanical or electrical breakdown
  - 2) to items damaged outside the Premises
- 13** Accidental damage caused by any student of the college to the landlords contents fixtures and fittings greenhouses and sheds part of the structure decorations that are the responsibility of any student of the college under a tenancy agreement  
Maximum limit of indemnity £5,000

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

#### **Accidental Damage Cover**

We will pay the cost of replacement as new, except for

- i. household linen and clothing where a deduction for wear and tear will be made
- ii. items that can be economically repaired (including household linen and clothing) where the cost of repair will be paid
- iii. deeds and documents where we will pay only the value of the deed or document as stationery and for any expenses incurred in obtaining a copy of or re-writing the deed or document and re-stamping

If at the time of any loss or damage the sum insured on Contents is less than the cost of replacing all the Contents as new (less an allowance for wear and tear on items of household linen and clothing) we will pay the cost of replacement as new less a deduction for wear and tear)

We will not pay for the cost of replacing or repairing any undamaged part of the contents which forms part of a suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part

The maximum amount payable in respect of any one claim is the Sum Insured (less any student of the colleges' Contribution) subject to any limit stated in the Schedule

By **household linen** we mean towels bed and table linen

## **Covers B and C: Insurance of Personal Possessions**

### **Definition**

Personal Possessions shall mean valuables personal effects and clothing belonging to any student of the college and for which the student is legally responsible in or away from the premises

### **Cover**

Loss or Damage within the British Isles and while temporarily elsewhere in the custody or control of any student of the college provided that the period for which the student is outside the British Isles does not exceed 60 days in any Period of Insurance

### **Exclusions**

- i. Motor vehicles pedal cycles caravans trailers aircraft hovercraft or boats or parts or accessories on or in any of them
- ii. Pets and livestock
- iii. Securities documents of any kind money or credit cards
- iv. Unless specified in the Schedule china glass earthenware and other items of a brittle nature household goods domestic appliances contact lenses camping equipment or documents of any kind
- v. Damage to external television satellite receiving equipment
- vi. Property more specifically insured
- vii. Items stolen from a vehicle unless in a locked glove or luggage compartment and concealed from sight
- ix. Loss by deception unless only entry to the premises is gained by deception
- x. Loss or Damage caused by wear and tear depreciation insects vermin atmospheric or climatic conditions gradually operating cause process or cleaning dyeing repair alteration restoration mechanical or electrical breakdown delay confiscation or detention by order of the Government or Public or Police Authority
- xi. Loss or damage by riot or civil commotion outside England Scotland Wales the Isle of Man of the Channel Islands

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

We will pay the cost of replacement as new except for

- i. clothing where a deduction for wear and tear will be made
- ii. items that can be economically repaired (including clothing) where the cost of repair will be made

The maximum amount payable in respect of any one claim is the Sum Insured (subject to any Limits) stated in the Schedule

## **Cover D: Food in your Freezer**

### **Definition**

Food in your freezer means food in your home contained in a domestic deep freezer cabinet which is not more than 15 years old

### **Cover**

Loss or Damage caused by a rise or fall in temperature

### **Exclusions**

- i. Loss or Damage resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority
- ii. Loss or Damage caused by riot or civil commotion in Northern Ireland

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

We will pay the cost of replacement and if incurred the reasonable cost of hiring temporary alternative freezer space  
The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

## **Cover E : Personal Money and Credit Cards**

### **Definitions**

Personal Money shall mean money belonging to the any student of the college kept and used solely for private social and domestic purposes

Credit Cards shall mean Any credit cheque bankers or cash card issued in the British Isles to any student of the college

### **Cover**

Personal Money  
Loss or Damage within the British Isles and while temporarily elsewhere in the custody or control of any student of the college provided that the period for which the student is outside the British Isles does not exceed 60 days in any Period of Insurance

Credit cards  
Financial loss resulting from any credit card being stolen or accidentally lost and subsequently used by someone other than any student of the college

### **Exclusions**

- i. Loss due to confiscation to depreciation in value or to errors or omissions in receipts payments or accountancy
- ii. Loss due to riot and civil commotion outside England Scotland Wales the Isle of Man or the Channel Islands

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

Personal Money : We will pay the amount of money lost. The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

Credit cards: We will pay the amount for which any student of the college is responsible provided that the student has complied with all the terms and conditions under which the card is issued. The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

## **Cover F: Pedal Cycles**

### **Definition**

Pedal cycles shall mean any pedal cycles including accessories belonging to any student of the college. Value of accessories will be included within the value of cycle on the schedule

### **Cover**

Loss or Damage within the British Isles and while temporarily elsewhere in the custody or control of any student of the college provided that the period for which the student is outside the British Isles does not exceed 60 days in any Period of Insurance

### **Exclusions**

- i. Motor assisted pedal cycles
- ii. Theft unless by violent and forcible entry or exit to a building or if securely locked to an immovable object
- iii. Accessories unless stolen with the pedal cycle
- iv. Loss or Damage while being used for racing
- v. Loss or Damage caused by wear and tear depreciation atmospheric or climatic conditions gradually operating cause repair or mechanical or electrical breakdown
- vi. Loss or Damage caused by riot caused by riot or civil commotion outside England Scotland Wales the Isle of Man or the Channel Islands

### **Student of the College's Contribution**

As shown in the Schedule

### **Claims Settlement**

We will pay the cost of replacement as new except for pedal cycles that can be economically repaired where the cost of repair will be paid  
The maximum amount payable in respect of any one claim is the Sum Insured stated in the Schedule

## Exclusions which apply to whole of College Student Possessions Insurance

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This insurance does not cover

### 1 **Radioactive Contamination**

Any expense consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### 2 **War Risks**

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

### 3 **Sonic Bangs**

Loss of damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 4 **Terrorism**

Damage occasioned by or happening through or in consequence directly or indirectly of:

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,  
and
- b) In Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means:

acts of persons acting on behalf of or in connection with any organisation which carried out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation than in Great Britain and Northern Ireland Terrorism means:

any acts including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- 1) influence any government of any international governmental organisation or
- 2) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of providing that such Damage or loss is covered shall be upon the Policyholder.

## Liability Insurance

The Student of the College is indemnified against liability at law for damages and/or claimant's costs in respect of accidental bodily injury (including death disease or illness) or accidental damage to material property occurring during any Period of Insurance incurred

- a) solely as occupier (not as owner) of the Premises and its land
- b) solely in a personal capacity (not as occupier or owner of any buildings or land)
- c) as an employer to an employee

The Limit of Indemnity for all damages and claimant's costs resulting from one original cause is

- a) £10,000,000 in respect of accidental bodily injury to employees under a contract of service to any student of the college and arising out of and in the course of such employment
- b) £5,000,000 in respect of accidental damage to material property or other accidental bodily injury

The Company will also pay defence costs and expenses incurred with the Company's written consent

The Total amount payable for any one cause in respect of

- a) above shall not exceed £10,000,000 inclusive of all defence costs and expenses incurred with the Company's written consent
- b) above shall not exceed £5,000,000 inclusive of all defence costs and expenses incurred with the Company's written consent

## Exclusions applicable to Liability Insurance

The Indemnity will not apply to

- 1 Damage to property belonging to or held in trust by or in the custody or control of any student of the college
- 2 Injury or damage arising out of the employment profession or business of any student of the college
- 3 Injury (except to an employee) or damage arising out of ownership possession or use by or on behalf of any student of the college of mechanically propelled vehicles (except gardening machinery and pedestrian controlled vehicles) lifts caravans aircraft hovercraft or boats (other than hand propelled boats)
- 4 Liability assumed by agreement unless the liability would have existed without the agreement
- 5 Liability resulting directly or indirectly from the transmission of any communicable disease by any student of the college
- 6 Injury to any employee for which any student of the college is required to arrange motor insurance or security in accordance with any road traffic legislation within European Community

## Fair Processing Notice

### How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of Companies (the Group). In this information statement, 'we', 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your information identifier e.g. Internet Protocol (IP) Address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services;

We do not disclose your information to anyone outside the Group except:

- Where we have your permission;
- Where we are required or permitted to do by law;
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose of which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined under the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

**How to contact us**

On payment of a small fee, you are entitled to receive a copy of the information we hold on you. If you have any questions or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer  
Customer Relations Office  
RSA  
Bowling Mill,  
Dean Clough Industrial Estate  
Halifax  
HX3 5WA

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