



# School Scheme Policy Wording

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# School Scheme Policy Wording

NIG policies are underwritten by U K Insurance Limited. The Company will provide the insurance described in this Policy (subject to the terms, definitions, conditions, clauses and exclusions) for the Period of Insurance, which consists of individual Sections. The Policy should be read in conjunction with the Certificate of Insurance which confirms the Sections the Insured is covered for.

## **Important**

It is recommended that this Policy be read in conjunction with the Certificate of Insurance to ensure that it meets requirements. Should the Insured have any queries, they should contact the Company or their insurance adviser. Attention is drawn to the complaints procedure in the section on How to Complain of the Important Information on page 3 as well as the Actions Required by the Insured in Claims Condition 2 of this Policy.

# Important Information

## The Insured's right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent, who arranged the Policy within 14 days of receipt. The Company will return any premium paid in accordance with General Condition 4 Cancellation.

## Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition 4 Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent, who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy, they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your Policy number.

The Chief Executive,  
NIG  
Churchill Court, Westmoreland Road,  
Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Telephone: **0800 023 4567** or **0300 123 9123**

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

# General Definitions

These definitions apply to this Policy. In addition, other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy shall have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

## Business

The business stated in the Certificate of Insurance and no other, conducted by the Insured from within the Policy Territories, for the purpose of this Policy.

## Certificate of Insurance

The certificate of insurance applicable to this Policy.

## Company

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

## Damage

Loss or destruction of or damage to the Property Insured.

## Excess

The amount for which the Insured is responsible as the first part of each claim or incident as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Insured

The person(s) or school named in the Certificate of Insurance.

## Period of Insurance

- a** The period beginning with the Effective Date and ending with the Expiry Date (both stated in the Certificate of Insurance); and
  - b** any subsequent period,
- for which the Insured shall pay and the Company shall agree to accept the Insured's premium.

## Policy

The policy and Certificate of Insurance including any endorsements attached thereto or issued in connection therewith.

## Policy Territories

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Premises

The Premises Insured stated in the Certificate of Insurance.

## Property Insured

Property as defined in the Certificate of Insurance.

## Vacant or Disused

Buildings or any part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 90 consecutive days.

## School Buildings

The buildings or range of buildings occupied by or under the control of the Insured at the Premises Insured stated in the Certificate of Insurance used for the purpose of the Business.

## Sum Insured

The sum insured as stated in the Certificate of Insurance unless otherwise stated in the Policy.

# General Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Fair Presentation of the Risk

- a** The Insured has a duty to make to the Company a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, the Company may:
    - a** in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in General Condition 4 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and the Company would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, the Company may treat this Policy as if the alteration was never made, but in that event the Company:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
The Company will pay on such claim a percentage of what the Company would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged;
    - b** entered into this Policy on any terms, the Company may avoid this Policy and refuse all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and the Company:
  - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if the Company so require; and
  - b** in respect of an alteration made to this Policy:
    - i** would have agreed to the alteration, but would have charged an increased premium by more than the Company did or (in the case of an unchanged premium) would have increased the premium, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
The Company will pay on such claim a percentage of what the Company would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that the Company would have charged;
    - ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and the Company would have increased the premium, would not have reduced the premium, or would have reduced it by less than the Company did, the Company may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
The Company will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if the Company would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the Company would have charged.
  - c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the Company may reduce proportionately the amount to be paid on a claim.

The Company will pay on such claim a percentage of what the Company would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** The Company shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by the Company), in relation to a breach of the duty to make to the Company a fair presentation of the risk.

## 2 Reasonable Precautions

The Insured must:

- a** take all reasonable precautions to prevent or minimise Damage;
- b** maintain the Premises, machinery, equipment and furnishings in a good state of repair; and
- c** comply with all relevant statutory requirements, manufacturers' recommendations and other regulations, relating to the use, inspection and safety of property and the safety of persons.

## 3 Change of Risk or Interest

- a** It is a condition precedent to the liability of the Company that the Insured shall immediately notify the Company if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:
  - i** Extension 3 (Capital Additions) and Extension 5 (Non-Invalidation) under Sections 1 and 2 Supplemental, of this Policy; or
  - ii** General Condition 1,
 at any time after the Effective Date (as stated in the Certificate of Insurance) of the Period of Insurance.
- b** This Policy shall cease to be in force if:
  - i** The Insured's interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,
 at any time after the Effective Date (as stated in the Certificate of Insurance) of the Period of Insurance, unless its continuance be agreed by the Company.

## 4 Cancellation

### a Cancellation Rights of the Insured

- i** This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (this is known as the "cooling off" period). If the Insured elects to cancel within this period, they must return all policy documentation to their broker, intermediary or agent, who must return such documentation to the Company and the Company will refund the full amount of premium paid by the Insured. If a claim has been made or an incident notified to the Company that could give rise to a claim during the "cooling off" period, this Policy will be treated by the Company as in force and no refund of premium will be made.
- ii** If the Insured elects to cancel this Policy after the "cooling off" period has expired, they must give 14 days' notice to their broker, intermediary or agent. The Insured will be entitled to a proportionate refund of premium based upon the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified that could give rise to a claim) during the Period of Insurance when no refund of the premium for the Period of Insurance will be made.

### b Cancellation Rights of the Company

- i** The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days' notice to the Insured at the Insured's last known address.
- ii** If the Company cancels this Policy then the Insured will be entitled to a proportionate refund of premium, based upon the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident notified to the Company that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.

The total amount refunded to the Insured will be calculated by the Company in accordance with the process set out above. The calculation made by the Company will be final and binding.

## 5 Choice of Law

Under European Law, the Insured and the Company may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. The Company has supplied this agreement and other information to the Insured in English and the Company will continue to communicate with the Insured in English.

## **6 Contracts (Rights of Third Parties) Act 1999**

A person or company who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

# Claims Conditions

**These Conditions apply to this Policy. The Insured must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant Section(s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

## 2 Actions Required by the Insured

It is a condition precedent to the liability of the Company that the Insured shall:

- a** immediately notify the Company on the happening of any incident which could result in a claim under this Policy.
- b** immediately notify the Company of, and deliver to the Company at their own expense, a claim with such detailed particulars and proofs as may reasonably be required by the Company including details of any other insurances on any property hereby insured and (if demanded by the Company) a statutory declaration of the truth of the claim and any matters connected therewith, within:
  - i** 7 days of the event giving rise to the claim, in the case of loss, destruction or damage, caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons;
  - ii** 14 days of the event giving rise to the claim in the case of loss of money or bodily injury, as defined in Section 2 of this Policy;
  - iii** 30 days of the event giving rise to the claim in the case of any other claim, or such further time as the Company may allow; and

notwithstanding items **b i** to **iii** above, the Insured shall immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by the Insured relating to such claim on receipt;

- c** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; or
  - iii** loss of money by any cause whatsoever, in relation to this Policy;
- d** give immediate notice to the Inland Revenue National Insurance Contributions Office of any loss of stamped National Insurance cards;
- e** make no admission of liability or offer, promise or payment, without the Company's written consent;
- f** inform the Company immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to the Company immediately every relevant document;
- g** carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction or damage; and
- h** produce to the Company such books of account or other business books or documents or such other proofs, as may reasonably be required by the Company for investigating or verifying the claim;

## 3 The Rights of the Company

The Company shall be entitled:

- a** on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of the Company's rights under this Policy, to enter, take or keep possession of the premises where such loss, destruction or damage has occurred and take possession of, or require to be delivered to the Company any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at its discretion, to take over and conduct in the name of the Insured, the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy, and the Insured shall give all information and assistance required by the Company; and
- c** to any property for the loss of which a claim is paid under this Policy and the Insured shall execute all such assignments and assurances of such property as may be reasonably required, but the Insured shall not be entitled to abandon any property to the Company.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy, the Company:

- a shall not be liable to pay the claim;
- b may recover from the Insured any sums paid by the Company to the Insured in respect of the claim; and
- c may (notwithstanding the references to notice period and the refunding of premiums in General Condition 4 b) by notice to the Insured in writing at the Insured's last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to the Insured under this Policy in respect of any event that gives rise to the liability of the Company occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

#### 5 Reinstatement

If any property is to be reinstated or replaced by the Company, the Insured shall, at their own expense, provide all such plans, documents, books and information as may reasonably be required. The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured.

#### 6 Subrogation

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

#### 7 Proceedings

The Insured shall not, except at their own cost, negotiate, pay, settle, admit or repudiate, any claim without the written consent of the Company. The Company shall be entitled to undertake in the name of and on behalf of the Insured, the absolute conduct and control of any proceedings and any settlement of the same. The Insured shall render to the Company all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

#### 8 Arbitration

If any differences arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force.

Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against the Company.

#### 9 Police Notification

Immediately after the occurrence of any Damage occasioned by theft or any attempt thereat, the Insured shall, as soon as they become aware of such Damage, notify the police and provide any required information which assist the police in apprehending the guilty person or persons and in the recovery of any stolen property.

# General Exclusions

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of this Policy, they are set out in that Section.

This Policy does not cover

## 1 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by such Damage or contributed to by or arising from:

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

## 2 Marine Policies

Damage to property which, at the time of the happening of the loss, destruction or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected.

## 3 Other Insurances

any property more specifically insured by or on behalf of the Insured.

## 4 Date Recognition

any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b media or systems used in connection with anything referred to in a above,

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above,

but this shall not exclude subsequent Damage not otherwise excluded from this Policy which itself results from aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water or oil from any tank or apparatus or pipe, theft or impact by any road vehicle or animal.

## 5 Computer Virus and Hacking

- a Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, or any part thereof whether tangible or intangible (including but without limitation any information or programs or software), and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking;
- b financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking,

but this shall not exclude Damage or financial loss, which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, the acts of malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank or apparatus or pipe, sprinkler leakage or impact by any vehicle or animal.

For the purpose of this General Exclusion:

**Virus or Similar Mechanism** shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not.

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

**Hacking** shall mean unauthorised access to any computer or other equipment or component or system or item, which processes, stores, transmits or retrieves data.

## 6 War, Government Action and Terrorism

loss, destruction or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:

- i War, Government Action, Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
- ii civil commotion in Northern Ireland.

For the purpose of this General Exclusion:

**War** shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

**Government Action** shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to War.

**Terrorism** shall mean any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action, suit or other proceedings, where the Company alleges that, by reason of this Exclusion as far as it relates to Terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction or damage, expense or costs is covered shall be upon the Insured.

## 7 Fraud and Dishonesty Exclusion

Damage arising from fraud or dishonesty of any partner, director or employee of the Insured.

## 8 Sonic Bangs

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

# Section 1: School Contents

In the event of Damage to School Contents at the Premises occurring during the Period of Insurance and caused by a Specified Peril or by Accidental Damage, the Company will pay to the Insured the value of the property at the time of its Damage or the amount of the Damage or at the Company's option reinstate or replace such property or any part thereof.

Provided that the liability of the Company under this Section shall not exceed:

- i in total for all claims or series of claims arising out of any one original cause, the Sum Insured stated in the Certificate of Insurance (or any other limit of liability) at the time of Damage.
- ii the sum insured remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Company has agreed to reinstate such Sum Insured.

Unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Specified Perils

Aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, vandals, theft or any attempt thereat (this shall include the use of violence or threat of violence, to the Insured or any director of the Insured or any partner of the Insured or employee of the Insured, or their families), earthquake, storm, flood, escape of water from any tank, apparatus or pipe, escape of oil from any oil-fired heating installation or impact by any road vehicle or animal.

### Accidental Damage

Any accidental cause not otherwise excluded.

### Standard Construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt, or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

### Non-Standard Construction

Built of materials other than those detailed in the definition Standard Construction.

## School Hours

The Period during each day when the school is open for any educational or associated purpose as well as extra-curricular activities.

The said period includes the time during which the school premises are in the process of being opened or closed provided that members of the teaching staff or other support staff are present.

## School Contents

Machinery, plant, fixtures and fittings (but excluding landlord's fixtures and fittings), office equipment, other trade equipment and all other contents, at the Premises including stocks of books, stationery and other free materials including training and study aids, used for the purpose of the Business but excluding stock held in trust or on commission.

## Construction of Buildings

Except as otherwise stated, the School Buildings described in the Certificate of Insurance are of Standard Construction.

## Non-Standard Buildings Extension

Notwithstanding the Construction of Buildings Clause, this Section shall extend to cover Damage to Property Insured within School Buildings of Non-Standard Construction at the Premises such as portakabins, external storage facilities and outbuildings, provided that the Company's liability in respect of any one occurrence of Damage under this Extension for property contained in such buildings shall not exceed £100,000.

## Exclusions

This Section does not cover:

- 1 the Excess stated in the Certificate of Insurance being the first part of each and every claim for Damage after the application of any condition of Average;
- 2 Damage at the Premises caused by fire, lightning or explosion;
- 3 Damage to musical instruments where the only damage sustained is the breakage of strings or drum-skins;
- 4 Damage caused by or consisting of accidental or malicious erasure of computer data;
- 5 Damage where the date of loss and nature of loss are unknown;
- 6 Damage at the Premises within School Hours which could have been avoided if a member of school staff had been present;

- 7** Damage caused by theft or any attempt thereat from the Premises outside of School Hours not involving entry to or exit therefrom by forcible and violent means;
- 8** Damage caused by theft or attempted theft from any unattended motor vehicle unless the property is kept out of site within the securely locked boot of a vehicle;
- 9** Damage caused by or consisting of:
- a** the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under the control of the Insured; or
  - b** acts of fraud or dishonesty, by the Insured's employees, but this shall not exclude such Damage not otherwise excluded which itself results from a Specified Peril;
- 10** Damage to the Property Insured caused by or consisting of:
- a** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
  - b** faulty or defective workmanship, operational error or omission, on the part of the Insured or any of their employees,
- but this shall not exclude:
- i** such Damage not otherwise excluded which itself results from a Specified Peril; or
  - ii** subsequent Damage which itself results from a cause not otherwise excluded;
- 11** Damage caused by or consisting of:
- a** corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
  - b** change in temperature, colour, flavour, texture or finish;
- 12** Damage consisting of:
- a** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels, or any range of steam and feed piping in connection therewith; or
  - b** mechanical or electrical breakdown or derangement, in respect of the particular machine apparatus or equipment, in which such breakdown or derangement originates,
- but this shall not exclude:
- i** such Damage not otherwise excluded which itself results from a Specified Peril or from any other accidental loss, destruction or damage;
  - ii** subsequent Damage which results from a cause not otherwise excluded;
- 13** loss, destruction or damage, caused by pollution or contamination, but this shall not exclude destruction of or damage to the Property Insured not otherwise excluded caused by:
- a** pollution or contamination which itself results from a Specified Peril; or
  - b** a Specified Peril which itself results from pollution or contamination;
- 14** Damage caused by or consisting of:
- a** subsidence, ground heave or landslip, unless resulting from earthquake or the escape of water or oil, from any tank or apparatus or pipe;
  - b** normal settlement or bedding down of new structures; or
  - c** disappearance, unexplained or inventory shortage, misfiling or misplacing, of information;
- 15** Damage to a building or structure caused by its own collapse or cracking, unless resulting from a Specified Peril insofar as it is not otherwise excluded;
- 16** Damage in respect of moveable property in the open, fences and gates, caused by wind, rain, hail, sleet, snow, flood or dust;
- 17** Damage:
- a** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - b** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, repair or cleaning;
- 18** Damage:
- a** caused by freezing;
  - b** caused by escape of water from any tank, apparatus or pipe, or escape of oil from any oil-fired heating installation;
  - c** caused by malicious persons or vandals, not acting on behalf of or in connection with any political organisation; or
  - d** caused by theft,
- in respect of any building which is Vacant or Disused;

**19** Damage in respect of:

- a** jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;
- b** glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects; or
- c** money, cheques, stamps, bonds, credit cards or securities of any description;

- 20 a** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- b** property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
- c** land, roads, pavements, piers, jetties, bridges, culverts and excavations; or
- d** livestock, growing crops or trees, unless specifically mentioned as insured by this Section;

**21** Damage caused by malicious persons or vandals:

- a** acting on behalf of or in connection with any political organisation;
- b** caused by cessation of work;
- c** due to confiscation, requisition or destruction, by or by order of the government or any public authority;

**22** Damage from any portable oil-fired installation;**23** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority; or**24** any costs or damage not specifically stated in the Policy.**Clauses****1 Average**

The Sum Insured under this Section is subject to Average. If the property covered thereby at the commencement of any Damage hereby insured shall be collectively of greater value than its Sum Insured then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly.

**2 Seventy Two Hours Provision**

In respect of any claim involving storm, flood or escape of water or oil, from any tank, apparatus or pipe, where insured by this Section, Damage occurring continuously or intermittently, during any period of 72 hours will be deemed to constitute one claim under this Section for the purpose of the payment of any Excess.

**3 Contribution and Average**

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost, destroyed or damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage. If any such other insurance shall be subject to any average condition, this Section, if not already subject to any such condition of Average, shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company hereunder shall be limited to that proportion of the loss, destruction or damage, which the Sum Insured under this Section bears to the value of the property.

# Section 2: School Buildings

In the event of Damage to School Buildings at the Premises occurring during the Period of Insurance and caused by any of the undernoted Perils, the Company will pay to the Insured the value of such buildings or the amount of the Damage at the time of such Damage or, at the Company's option, reinstate or replace such property or any part thereof.

Provided that the liability of the Company under this Section shall not exceed:

- i the total reinstatement value of the School Buildings after making due allowance for the provision of any additional costs incurred in order to comply with European Union, Public Authority or similar regulations (as defined in Extension 6 in Sections 1 and 2 Supplemental, of this Policy); or
  - ii the Limit of Indemnity,
- whichever is lesser.

For the purpose of this Section, School Buildings shall be deemed to include:

- a landlords' fixtures and fittings, in and on the School Buildings and other structures;
- b other structures on the site of the Premises being of Standard Construction;
- c internal and external fixed glass, sanitary ware and signs;
- d central heating systems;
- e small outside buildings, extensions, annexes and gangways;
- f concrete, paved or asphalt forecourts, yards, terraces, car parks, drives and footpaths; and
- g walls, gates and fences.

## Definitions

### Standard Construction

Built of brick, stone or concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

### Non-Standard Construction

Built of materials other than those detailed in the definition Standard Construction.

### Construction of Buildings

Except as otherwise stated, the School Buildings described in the Certificate of Insurance are of Standard Construction.

### Non-Standard Buildings Extension

Notwithstanding the Construction of Buildings Clause, cover shall include within the Limit of Indemnity stated in the Certificate of Insurance Damage to School Buildings of

Non-Standard Construction at the Premises such as portakabins, external storage facilities and outbuildings, provided that the liability of the Company for any one occurrence in respect of Damage to such buildings shall not exceed £100,000.

### Limit of Indemnity

The liability of the Company under this Section for all damages (including interest thereon) payable in respect of any one occurrence of Damage shall not exceed the Limit of Indemnity stated in the Certificate of Insurance.

## Perils

- A **Aircraft** or other aerial devices or articles dropped therefrom, excluding Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- B **Earthquake, Subterranean Fire.**
- C **Riot, civil commotion**, strikers, locked out workers or persons taking part in labour disturbances or **Malicious Persons** excluding:
  - i Damage arising from confiscation, requisition or destruction by order of the government or any public authority;
  - ii Damage arising from cessation of work;
  - iii as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
    - a Damage by theft;
    - b Damage in respect of any building which is Vacant or Disused.
- D **Storm, Tempest** excluding:
  - i Damage by:
    - a the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam; or
    - b inundation from the sea, whether resulting from storm or otherwise;
  - ii Damage attributable solely to change in the water table level;
  - iii Damage by frost, subsidence, ground heave or landslip; or
  - iv Damage in respect of movable property in the open, fences and gates.
- E **Flood** being:
  - a the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, or dam; or

- b** inundation from the sea;  
whether resulting from storm or otherwise excluding:
- i** Damage attributable solely to change in the water table level;
  - ii** Damage by frost, subsidence, ground heave or landslip; or
  - iii** Damage in respect of property in the open, fences and gates.
- F Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:
- i** caused by water discharged or leaking, from any automatic sprinkler installation; or
  - ii** in respect of any building which is Vacant or Disused; or
  - iii** from any portable oil-fired heating installation.
- G Impact** by:
- i** falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
  - ii** collapse or breakage of television or radio receiving aerials or satellite dishes; or
  - iii** vehicles or animals.
- H Theft or any attempt thereat:**
- i** involving entry to or exit from the structures at the Premises by forcible and violent means, excluding Damage in respect of any building which is Vacant or Disused; or
  - ii** involving violence or threat of violence, to the Insured or any director of the Insured or any partner or employee, of the Insured, or their families; or
  - iii** of lead from the structure of the School Buildings including any subsequent Damage resulting therefrom.
- I Any Accidental Cause** excluding:
- a** Damage:
    - i** caused by or specifically excluded in the Perils A-H (whether operative or otherwise under this Section);
    - ii** caused by fire, lightning, explosion, earthquake or subterranean fire; or
    - iii** caused by theft or any attempt thereat, not involving:
      - a** entry to or exit from structures at the Premises by forcible and violent means; or
      - b** violence or threat of violence, to the Insured or any director of the Insured or any partner of the Insured or any employee of the Insured, or their families.
  - b** Damage to the Property Insured caused by or consisting of:
    - i** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
    - ii** faulty or defective workmanship, operational error or omission, on the part of the Insured or any of their employees,
 but this shall not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;
  - c** Damage caused by or consisting of:
    - i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
    - ii** change in temperature, colour, flavour, texture or finish, action of light,
 Damage consisting of:
    - iii** joint leakage, failure of welds, cracking, fracturing, collapse or overheating, of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith; or
    - iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,
 but this shall not exclude:
    - i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
    - ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);
  - d** Damage caused by or consisting of:
    - i** subsidence, ground heave or landslip; or
    - ii** normal settlement or bedding down of new structures;
  - e** destruction of or damage to a building or structure, caused by its own collapse or cracking;
  - f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;

- g** Damage to the Property Insured:
- i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
- i** caused by freezing; or
  - ii** to fixed glass and sanitary ware, in respect of any building which is Vacant or Disused;
- i** Damage in respect of fixed glass and sanitary ware:
- i** due to repairs or alterations, being carried out at the Premises;
  - ii** during installation or removal, of such glass or sanitary ware; or
  - iii** which was broken or cracked prior to the Effective Date (as stated in the Certificate of Insurance);
- j** Damage in respect of:
- i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv** livestock, growing crops or trees, unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Exclusions

This Section does not cover:

- 1** the Excess stated in the Certificate of Insurance being the first part of each and every claim for Damage caused by or arising from:
  - a** theft or attempted theft, of lead from the structure of the School Buildings, including any subsequent Damage resulting therefrom;
  - b** escape of water from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation; or
  - c** any other cause, shown as Excesses **a**, **b** and **c** in the Certificate of Insurance;
- 2** Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by:
  - a** pollution or contamination which itself results from a peril hereby insured against; or
  - b** any peril hereby insured against which itself results from pollution or contamination; or
- 3** any costs or damage not specifically stated in the Policy.

## Clauses

### 1 Contribution

If at the time of Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost, destroyed or damaged, the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

### 2 Seventy Two Hours Provision

In respect of Perils C, D and E, where insured by this Section, Damage occurring continuously or intermittently, during any period of 72 hours will be deemed to constitute one claim under this Section for the purpose of the payment of any Excess.

# Sections 1 and 2 (Supplemental)

## Extensions

The insurance provided by Sections 1 and 2 is extended to include the following:

### 1 Professional Fees

The insurance by each item on School Buildings and School Contents, as set out in the Schedule, where insured by this Section, includes the cost of architects', surveyors', consulting engineers' and legal fees, necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its Damage but shall not include fees incurred for preparing any claim.

The maximum liability of the Company under this Extension and this Section, for any item, will in no case exceed the Sum Insured for that item.

### 2 Contents

It is agreed that the term School Contents is understood to include in so far as they are not otherwise insured:

- a** documents, manuscripts and business books, but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up such materials and not for the value to the Insured of the information contained therein;
- b** computer systems' records for an amount not exceeding £25,000 in total, but only for the value of the materials together with reproduction costs including the cost of gathering information but excluding the value to the Insured of the information contained therein;
- c** money and stamps (excluding Damage by theft or any attempt thereat), not exceeding £2,500 in total for all claims or series of claims, arising out of any one original cause;
- d** patterns, models, moulds, plans and designs;
- e** contents of outbuildings;
- f** contents of open yards;
- g** tenants' improvements, alterations and decorations; and
- h** directors' of the Insured, partners' of the Insured, visitors' and employees', personal effects, in so far as they are not otherwise insured, including clothing, pedal cycles, tools, instruments and the like, for an amount not exceeding £1,000 per person in total for all claims or series of claims, arising out of any one original cause but any cover granted under this insurance for Damage by theft, shall not apply to personal effects partly or wholly of precious metal, jewellery, furs, money and securities of any description,

all the property of the Insured or held by them in trust for which they are responsible, but excluding property which is more specifically insured.

### 3 Capital Additions

The insurance by Section 1: School Contents shall extend to cover School Contents acquired during the Period of Insurance up to a maximum of 125% of the Sum Insured stated in the Certificate of Insurance for such item.

Where the increase in Sum Insured exceeds 25% of the sum insured declared at the commencement of the Period of Insurance, the Insured must notify the Company as soon as practicable and must pay any additional premium the Company may require.

### 4 Debris Removal

The insurance by each item of these Sections extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- a** removing debris;
- b** dismantling and/or demolishing; or
- c** shoring up or propping,

of the portion or portions of the Property Insured as a result of Damage hereby insured against.

The Company shall not pay for any costs or expenses:

- i** incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site; or
- ii** arising from pollution or contamination of property not insured by this Section.

The liability of the Company under this Extension and this Section in respect of any item shall in no case exceed the Sum Insured or Limit of Indemnity thereby.

### 5 Non-Invalidation

This insurance shall not be invalidated by any act or omission or by an alteration whereby the risk of Damage is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required.

## 6 European Union and Public Authorities (including Undamaged Property)

Subject to the following Special Conditions, the insurance by Sections 1 and 2 extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with:

- a European Union legislation; or
- b regulations under Acts of Parliament or local authority bye-laws or other statutory requirements,

(hereafter referred to as 'the Stipulations') in respect of:

- i Damage to the property insured;
- ii portions thereof not subject to Damage (other than foundations),

but excluding:

- a the cost incurred in complying with the Stipulations:
  - i in respect of Damage occurring prior to the granting of this Extension;
  - ii in respect of Damage not insured by these Sections;
  - iii under which notice has been served upon the Insured prior to the happening of the Damage;
  - iv for which there is an existing requirement which has to be implemented within a given period; or
  - v in respect of property entirely undamaged by any peril hereby insured against;
- b the additional cost that would have been required to make good the property subject to Damage to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen; or
- c the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

### Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months of the date of the Damage or within such further time as the Company may allow and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Extension not being thereby increased;
- 2 If the liability of the Company under (any item of) these Sections apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this

Extension (in respect of any such item) shall be reduced in like proportion; and

- 3 The total amount recoverable under any item of these Sections in respect of this Extension shall not exceed:
  - a in respect of the property subject to Damage:
    - i 15% of its Sum Insured or Limit of Indemnity; or
    - ii where the Sum Insured or Limit of Indemnity by the item applies to the property at more than one premises, 15% of the total amount for which the Company would have been liable had the property insured by the item at the premises where the Damage has occurred been wholly destroyed; and
  - b in respect of portions of the property not subject to Damage, 15% of the total amount for which the Company would have been liable had the property insured by the item at the premises where the Damage has occurred been wholly destroyed.

The total amount recoverable under any item of these Sections shall not exceed either its Sums Insured or Limit of Indemnity as applicable.

All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein.

## 7 Subrogation Waiver

In the event of a claim arising under these Sections, the Company agrees to waive any rights, remedies or relief, to which they might have become entitled by subrogation against:

- a any company which is the parent or subsidiary of the Insured; or
- b any company which is a subsidiary of a parent of the Insured,

in each case within the meaning of the Companies Act 2006 or Companies (Northern Ireland) Order, as applicable, at the time the Damage occurs.

## 8 Temporary Removal (School Contents)

Section 1 is extended to cover School Contents whilst temporarily removed from the Premises and in the possession of the Insured or any of the Insured's partners, directors or authorised employees or any member of the Managing Committee of the School's Private Fund (if authorised by the Insured) including whilst at their private residences anywhere in the Policy Territories.

The maximum liability of the Company under this Extension shall not exceed £5,000 in respect of any one loss arising from any one original cause.

## 9 Temporary Removal (Cleaning or Renovation)

The Property Insured by these Sections (other than stock if insured) is extended to include such property whilst temporarily removed from the Premises for the purposes of cleaning, renovation, repair or similar purposes, to any other premises within Great Britain or Northern Ireland or in transit by road, rail or inland waterway, to or from such premises.

Provided that:

- a** the liability of the Company under this Extension in respect of any item insured under this Extension shall not exceed 10% of the Sum Insured or Limit of Indemnity (whichever is applicable) by such item;
- b** this Extension shall not apply to property more specifically insured;
- c** all the terms, definitions, conditions, clauses and exclusions of the Policy, except in so far as they are varied hereby, shall apply as if they had been incorporated herein.

## 10 Temporary Removal of Documents

Cover in respect of School Contents extends to include, in so far as they are not otherwise insured:

- a** deeds and other documents (including stamps thereon), manuscripts, plans, specifications and writings of every description, records and books (written and printed), but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up such materials and not for the value to the Insured of the information contained therein; and
- b** computer systems records, but only for the value of the materials together with reproduction costs including the cost of gathering information, but excluding the value to the Insured of the information contained therein,

whilst temporarily removed to any premises in Great Britain and Northern Ireland not in the Insured's occupation including whilst in transit thereto and therefrom for an amount not exceeding 10% of the total value thereof.

## 11 Services

The insurance by these Sections extends to include:

- a** telephone, gas, water and electrical instruments, meters, piping, cabling and the like, and all accessories thereof, including similar property in adjoining yards or roadways or underground, and pertaining to the School Buildings, all the property of the Insured or for which the Insured is responsible; and

- b** plant, conveyors, trunks, cables, lines, wires, service pipes and other equipment including all supporting structures, in the open or adjoining or communicating with a building.

## 12 Drains

The insurance by these Sections extends to include expenses necessarily and reasonably incurred by the Insured with the consent of the Company in cleaning and/or clearing drains, sewers or gutters, the property of the Insured or for which they are responsible, as a result of Damage hereby insured against to the Property Insured.

## 13 Hire Agreements

Cover extends to include Property Insured which is the subject of a hire agreement. The interest of the owners is automatically deemed to be held covered under these Sections provided that the Insured shall undertake to declare their names and the nature and extent of their interest at the time of Damage.

## 14 Re-erection of Machinery

The insurance by these Sections extends to include the cost of re-erection, fitting and fixing of machinery and plant in consequence of its Damage.

## 15 Lock Replacement

The Insurance by Section 1: School Contents extends to include the cost of changing locks on doors, windows, safes and strong rooms, at the Premises following theft (as insured herein) of keys from the Premises, from the home of the Insured or of any partner, director or employee of the Insured who is entrusted with keys, provided that the maximum liability of the Company under this Extension as a result of any one event of such theft shall not exceed £5,000 in the aggregate.

## 16 Damage to Framework (Glass)

Any cover provided under Sections 1 and 2 in respect of Damage to fixed glass, includes the reasonable costs of any necessary boarding up or temporary glazing, pending replacement of broken glass, and of removing and refixing window fittings and other obstacles to replacement.

## 17 Trace and Access

In the event of Damage under Section 2: School Buildings resulting from escape of water or oil (as insured herein) the Company will pay costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to the maximum liability of the Company under this Extension not exceeding £10,000 in total for all claims or series of claims, arising out of any one original cause.

## Clauses

The following Clauses apply to Sections 1 and 2.

### 1 Designation

For the purpose of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

### 2 Reinstatement Basis of Settlement

In the event that property, other than Stock insured by Section 1, is subject to Damage, the basis upon which the amount payable under such items is to be calculated shall be the cost of Reinstatement subject to the Provisions set out below.

"Reinstatement" means

**A** the rebuilding or replacement, of property lost or destroyed; or

**B** the repair or restoration, of property damaged,

in either case to a condition substantially the same as but not better or more extensive than its condition when new.

#### Provisions

**1** No payment beyond the amount which would have been payable had this Clause not been operative shall be made:

**a** unless the work of Reinstatement is commenced and carried out with reasonable despatch;

**b** until the cost of Reinstatement has been incurred; and

**c** unless any other insurance covering the Insured's interest in the Property at the time of Damage is on the same basis of Reinstatement as this Policy,

and if no such payment is made then the rights and liabilities of the Company and the Insured, shall be those which would have applied had this Clause not been operative.

**2** Reinstatement may be carried out at another site and in any manner suitable to the Insured subject to the liability of the Company not being increased as a result.

**3** In the event of partial Damage to property insured the Company's liability for any loss shall not exceed the cost which would have been incurred had such property been totally destroyed.

**4 a** In respect of Section 1: School Contents, each item insured under this Clause is declared to be separately subject to the following Condition of Average:

If the sum insured on any item at the time of Damage is less than 85% of the cost of reinstating the whole of the Property Insured by such item at the time of Reinstatement then the liability of the Company shall not exceed that proportion of the amount of Damage which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

**b** In respect of Section 2: School Buildings, the liability of the Company for such Damage shall in no case exceed the Limit of Indemnity stated in the Certificate of Insurance or such other limit as may otherwise be specified herein.

### 3 Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations, repairs, decoration, plant installation or general maintenance, without prejudice to the terms, definitions, conditions, clauses and exclusions, of this Policy.

### 4 Reinstatement of Sum Insured after Loss

Unless written notice to the contrary is given by either the Company or the Insured, the Sum Insured (or any other stated limit of liability) in respect of any item under Section 1 shall not be reduced by the amount of any loss and the Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the Expiry Date of the Period of Insurance (as stated in the Certificate of Insurance).

This Clause does not apply where the Sum Insured (or any other stated limit of liability) is applied as a maximum in any one Period of Insurance.

### 5 Excess Aggregation

Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the Policy the Insured is responsible for an Excess under each Section, the Company agree that the Insured will only be responsible for one Excess in the aggregate for any one claim or series of claims, arising out of any one original cause.

Where more than one Excess applies, whichever Excess is the greater shall apply.

## Conditions

The following Conditions apply to Sections 1 and 2.

### 1 Intruder Alarm Condition

**This Condition only applies where any building or range of buildings at the Premises has any existing intruder alarm, or where an intruder alarm is required as a requirement of cover.**

#### Definitions

**Intruder Alarm System:** The Component parts including the means of communication used to transmit signals.

**Alarmed Premises:** The Premises or those portions of the Premises protected by the Intruder Alarm System.

**Responsible Person:** The Insured or any person authorised by the Insured to be responsible for the security of the Premises.

**Keyholder:** The Insured, or any person or keyholding company authorised by the Insured, who is available at all times to accept notification of faults or alarm signals, relating to the Intruder Alarm System, attend and allow access to the said buildings at the Premises.

It is a condition precedent to the liability of the Company in respect of Damage caused by theft or any attempt thereat involving entry to or exit from the Premises by forcible and violent means that:

- 1 the Premises are protected by an Intruder Alarm System installed as agreed with the Company;
- 2 the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the intruder alarm installers or other installers/engineers as agreed with the Company;
- 3 no alteration to or substitution of:
  - a any part of the Intruder Alarm System;
  - b the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System; or
  - c the maintenance contract,
 shall be made without the written agreement of the Company;
- 4 the Alarmed Premises shall not be left without at least one Responsible Person therein without the agreement of the Company:
  - a unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation; or

- b if the Police have withdrawn their response to alarm calls;

- 5 all keys to the Intruder Alarm System are removed from the Premises when they are left unattended;
- 6 the Insured maintains secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises;
- 7 the Insured shall appoint at least two Keyholders and lodge written details (which must be kept up to date) with the alarm company and/or police authorities;
- 8 in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible;
- 9 in the event of the Insured receiving any notification:
  - a that police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
  - b from a local authority or magistrate imposing any requirement for abatement of nuisance; or
  - c that the Intruder Alarm System cannot be returned to or maintained in full working order,
 the Insured shall advise the Company as soon as possible and in any event not later than 10.00am on the Company's next working day and comply with any subsequent requirements stipulated by the Company.

### 2 Fire-Break Doors and Shutters

It is a condition precedent to the liability of the Company that all fireproof doors and shutters be kept closed except during School Hours and be maintained in efficient working order.

### 3 Property in Use

It is a condition precedent to the liability of the Company in respect of claims arising from Damage to the Property Insured during normal use that a member of school staff is present.

### 4 Notice

The Company must be notified in writing immediately any Vacant or Disused building or empty portion of a building insured hereby become(s) occupied or any occupied building becomes Vacant or Disused and the Insured shall pay an appropriate additional premium if required.

# Section 3: Private Fund/Money Insurance

## Part 1 – Private Fund/Money

The Company will:

- 1** indemnify the Insured against:
  - a** loss of Money appertaining to the Business occurring whilst:
    - i** in transit in the custody of the Insured or any authorised person acting on behalf of the Insured or by registered post;
    - ii** in a bank night safe;
    - iii** on the Premises during School Hours whilst in the custody of or under the direct supervision of a member of the school staff;
    - iv** on the Premises in a locked safe or strongroom;
    - v** on the Premises in locked receptacles (other than safes or strongrooms);
    - vi** in the private dwelling of the Insured, or any partner of the Insured, or director of the Insured, or employee if authorised by the Insured, or member of the Managing Committee of the School's Private Fund if authorised by the Insured;
  - b** loss of or damage to safes and strongrooms resulting from theft of money or any attempt thereat; or
  - c** loss of Non-negotiable Currency, anywhere in the Policy Territories up to the Limits of Liability stated in the Certificate of Insurance to this Section.
- 2** pay for loss of or damage to clothing and personal effects (including money), belonging to the Insured, or any partner, director or employee of the Insured, or any member of the Managing Committee of the School's Private Fund who is authorised to handle money, caused by robbery or attempt thereat occurring in the course of the Business, up to an amount not exceeding £250 for any one person in total for all claims or series of claims arising out of any one original cause.
- 3** indemnify the Insured for any amount for which the Insured becomes liable under the terms of issue of any bank charge, credit, debit or cash card, used only in connection with the Business following fraudulent use by any unauthorised person, provided that:
  - a** the liability of the Company in respect of such cards shall not exceed £500 for the total of all claims during any one Period of Insurance; and
  - b** the Insured reports the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and has complied with the conditions of issue of the card.

## Definitions

### Money

Cash, bank and currency notes, uncrossed cheques, Girocheques, postal orders or money orders, unused current postage stamps, unaffixed National Insurance stamps, National Savings and Holidays with Pay stamps, trading stamps, Luncheon Vouchers, mobile phone talk vouchers, gift tokens, consumer redemption vouchers, travel tickets, validated tickets for the National Lottery and gaming machine tokens, all belonging to the Insured or for which responsibility has been accepted by the Insured, in connection with the Business.

### Non-negotiable Currency

Crossed cheques, Girocheques, postal orders, money orders, bankers' drafts, or Giro drafts, unexpired units in franking machines, stamped National Insurance cards, National Savings Certificates, Premium Bonds, credit and debit card sales vouchers and Value Added Tax Purchase Invoices, all belonging to the Insured or for which responsibility has been accepted by the Insured, in connection with the Business.

### Premises

Any premises occupied by the Insured for the purposes of the Business.

### School Hours

The Period during each day when the school is open for any educational or associated purpose as well as extra-curricular activities.

The said period includes the time during which the school premises are in the process of being opened or closed provided that members of the teaching staff or other support staff are present.

## Conditions applicable to Part 1 of this Section

- 1** The Insured shall take all reasonable precautions for the safety of the money.
- 2** The Insured shall keep a complete record of all Money and Non-negotiable Currency, on the Premises, such record shall be deposited in a secure place other than in the safes containing the Money or Non-negotiable Currency.
- 3** Outside School Hours the safes shall be kept locked and the keys to the safes shall not be left on the Premises.
- 4** The Insured shall exercise care in the selection and supervision of employees involved in handling Money.

- 5** All fastenings and protections on the Premises at the Effective Date of the Period of Insurance (as stated in the Certificate of Insurance) and all additional fastenings and protections which have been stipulated by the Company, shall be maintained during the Period of Insurance and put into full and effective operation at all times outside School Hours.

### Exclusions applicable to Part 1 of this Section

The Company shall not indemnify the Insured under Part 1 of this Section against:

- a** the Excess as stated in the Certificate of Insurance;
- b** loss from unattended motor vehicles;
- c** loss insured (or which would but for the existence of this Section be insured) by any policy covering fidelity guarantee or theft, except for the excess of any amount recoverable (or which would but for the existence of this Section be recoverable) thereunder;
- d** (notwithstanding Exclusion **c** above) loss arising from fraud or dishonesty of the Insured's employees unless such loss is discovered within fourteen clear working days of the occurrence;
- e** loss or damage due to errors, omissions, depreciation in value, loss of market or indirect loss of any kind;
- f** loss of Money received from the Local Authority;
- g** loss or damage arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason; or
- h** loss or damage occurring outside the Policy Territories.

### Part 2 – Personal Accident - Assault

In the event of bodily injury to any Insured Person during the Period of Insurance sustained as the result of:

- a** robbery or attempted robbery; or
- b** hold-up or attempted hold-up,

in the course of the Business which within 24 months is the sole cause of any of the Contingencies detailed below, the Company will pay under this Section the amount of compensation shown in the Table of Compensations stated in the Certificate of Insurance (unless otherwise stated in this Section), to the Insured or their legal representative.

### Definitions

**The definitions which apply to this Section are in addition to the General Definitions.**

#### Insured Person

Any member of the Managing Committee of the School's Private Fund who is authorised by the Insured or the Committee to handle Money or any teacher or staff member who is an employee of the school, aged not less than 16 years or more than 75 years.

#### Contingencies

- 1** Death (which shall not be presumed by the disappearance of the Insured Person)
- 2** Loss of Limbs
- 3** Loss of Sight
- 4** Permanent Total Disablement
- 5** Temporary Total Disablement
- 6** Medical Expenses

#### Loss of Limbs

Physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

#### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

#### Permanent Total Disablement

A disablement which permanently and continuously disables the Insured Person totally and absolutely from attending to their usual occupation, not being disablement following Loss of Limbs or Loss of Sight.

#### Temporary Total Disablement

A disablement which disables the Insured Person from engaging in or giving attention to their usual profession or occupation.

#### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

## Conditions applicable to Part 2 of this Section

The following Conditions apply.

- 1 The following limitations apply to the amount of compensation payable under this sub-Section of the Policy:
  - a the Insured Person shall not be entitled to compensation under more than one of the Contingencies 2 or 3.
  - b no further compensation shall be payable to the same Insured Person after payment of any compensation under Contingencies 2, 3 or 4.
  - c compensation under Contingency 4 is not payable before 104 weeks from the date of bodily injury or following a payment of compensation under Contingencies 2 and/or 3.
  - d any compensation paid under Contingency 5 shall be deducted from any compensation thereafter becoming payable under Contingencies 1, 2, 3 or 4.
  - e weekly compensation under item 5:
    - i is payable for a maximum of 104 weeks from the date of commencement of the first of these Contingencies to occur.
    - ii shall not become payable until the total amount has been agreed.

For the purposes of Contingency 5 the weekly remuneration shall be the Insured Person's average weekly remuneration from the Insured over the period of 13 weeks immediately prior to the event giving rise to the bodily injury.
  - f the Company shall not be liable under this Section in respect of any death or disablement, attributable to or accelerated by, any pre-existing physical or mental condition of the Insured Person.
- 2 Notice of every injury in respect of which a claim is to be made shall be given to the Company in writing as soon as possible but in any case within three months of the event giving rise to the injury.
- 3 All certificates, information and evidence, required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe. The Insured Person, as often as required, shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury.
- 4 The Company shall in the case of death of the Insured Person be entitled to have a post-mortem examination at its own expense.

The School Scheme is provided by NIG.

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