



PARAGON
SENSIBLE RISK MANAGEMENT

**PARAGON SELECT LET
POLICY BOOKLET
EMPOWERING PARTNERSHIP,
ENSURING PEACE OF MIND**



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Paragon Select Let Residential Property Owners Insurance Policy

Introduction

Please read **your** insurance documents carefully and keep them in a safe place.

Please take time to read **your** Policy in full to make sure **you** understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your** schedule and this Policy, subject to the terms and conditions, and exclusions shown in this Policy for all claims occurring during the **period of insurance**.

Your Policy is valid for the **period of insurance** as shown on **your** schedule.

Please refer to the Policy provided to **you** when the Policy was purchased or amended, for details of the type and level of cover **your** Policy provides.

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this Policy.

You must notify **your broker** or **insurance advisor** as soon as possible if any of the information in **your** Policy is incorrect or if **you** wish to make a change to **your** Policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your broker** or **insurance advisor** of any incorrect information or changes **you** wish to make, **your** Policy may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or **your** Policy could be invalid.

Changes that may affect **your** cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this Policy. It is important that:

You are clear which sections **you** have requested and want to be included;

You are clear what each section covers and does not cover;

You understand **your** own duties under each section and under the insurance as a whole.

If **your** insurance documents are incorrect or if **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should, in the first instance contact **your broker** or **insurance advisor**.

This Policy is governed by English law.

This Policy is a legally-binding contract of insurance between **you** and **us**. This contract does not give or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

When drawing up this contract, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates ONLY to those sections of the Policy which are shown in your schedule as being included.

The parties involved in your insurance

Your Policy (Sections 1-3) is arranged and administered by Paragon Car Ltd who are registered in England company no. 04133312 with a registered office at 1st Floor, Jupiter House, Orbital One, Green Street, Green Road, Dartford, Kent DA1 1QG.

Paragon Car Limited is authorised and regulated by the Financial Conduct Authority (FRN 312028). **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

This insurance is underwritten by **Wakam UK Limited** is a company registered in England and Wales with company number 14778827, having its registered office at 18th & 19th Floors 100 Bishopsgate, London, United Kingdom, EC2N 4AG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 995565.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Section 4 of the Policy is underwritten by Astrenska Insurance Limited.

Registered in England No. 1708613. Registered office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA number is 202846.

How to Make a Claim

If you need to make a claim, please let us know as soon as possible by contacting us in one of the following ways:

For claims:	For Key claims:
Call us on 0344 225 0942 ENOL (Online Notification): Paragon.davies-group.com Email: Paragonclaims@davies-group.com Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN	Call us on 0344 856 2270 Email us at keyclaims@davies-group.com Postal address: Davies Group, Unit 8, Caxton Road, Fulwood, Preston PR2 9NZ

In all correspondence, please state that **your** insurance is underwritten by Wakam UK Limited (sections 1-3) or Astrenska Insurance Limited (section 4) and quote **your** unique Policy number from your schedule.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect yourself and/or **your** belongings from further damage.

If **you** receive any correspondence from any person claiming injury or damage against **you** should not respond. Please forward all correspondence to **us** without delay. **We** reserve the right to deal with the defence or settlement of **your** claim in **your** name.

You will be required to produce proof of ownership of **your** belongings in the event of a claim. Where possible **you** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for **us** to inspect.

Sometimes **we** will need to ask a loss adjuster to help **us** deal with **your** claim. If so, **we** will tell **you** and arrange for the loss adjuster to contact **you**. The loss adjuster's role is to assess the claim, confirm what action **you** need to take and recommend to **us** how to deal with the claim.

Cooling Off Period

You may cancel this insurance by writing to **your broker** or **insurance intermediary** within 14 days of either the start of the **period of insurance** or the date, on which **you** receive **your** documents, whichever is the later, this is known as a cooling off period. If **you** cancel **your** Policy during this period of time, provided **you** have not made a claim or there has been an incident likely to result in a claim, **we** will refund **your** full premium, less Paragon's administration charge for cancellation of £10.50 plus IPT.

Cancellation

We may at any time cancel any insurance Policy by giving 14 days' notice in writing, where there is a valid reason for doing so.

A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with Policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your Policy

If we cancel your Policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 18.

b) If you wish to cancel the Policy after 14 days, we will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If you pay for your Policy by monthly instalments you must pay the remainder of your monthly instalments or pay the remainder of the annual premium in full.

Administration Fees

Paragon Car Ltd will charge a Policy administration fee, details of which are shown below: -

Mid Term Adjustments that are made in the Policy period will be charged at £15.00 plus IPT (Insurance Premium Tax).

Cancellations will be charged at £10.50 plus IPT (Insurance Premium Tax) at the current rate applicable.

How to Make a Complaint.

It is our intention to give you the best possible service however if you do have any cause for complaint about this insurance or the handling of any claim you should follow the complaints procedure below:

If you have a complaint regarding the sale or service of your Policy, please contact the **broker** or **insurance advisor** or agent who arranged the insurance for you.

If you have a complaint about the handling of any claim please contact:

Davies Group

Tel: 0344 225 0942

ENOL (Online Notification): <https://Paragon.davies-group.com>

Email: Paragonclaims@davies-group.com

Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN

In all correspondence, please state that your insurance is underwritten by Wakam UK Limited (sections 1-3) or Astrenska Insurance Limited (section 4) and quote your unique Policy number from your schedule.

Following our complaints procedure does not affect your legal rights as a consumer. For further information you can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with our Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service,

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Financial Services Compensation Scheme

If Wakam UK Limited cannot meet their obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

GENERAL DEFINITIONS

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule** and will appear in bold print and with a capital letter.

Accidental Damage

Sudden and unexpected damage occurring at a specific time and caused by external means.

Broker/Insurance Advisor, They, Their, Them

The firm appointed by Us to administer this insurance on Our behalf.

Building(s)

Used wholly or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You** or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Endorsement

A specific term, condition or variation to the **Policy**.

Excess

The first amount of any claim for which **You** are responsible and will be stated on the **Schedule**.

Landlords Contents

Household goods and furnishings, appliances and aerals for which **You** are responsible and contained within the **Buildings** but excluding **Valuables**, wearing apparel and pedal cycles.

Limit of Indemnity

The amount **We** will pay in respect of any one claim and during any one **Period of Insurance** as detailed in the **Schedule**.

Period of Insurance

The **Policy** commences from the date shown on **Your Schedule** (the date **You** application is accepted by **Us**) for the period for which the **Premium** has been paid.

Policy

Incorporates the **Policy**, covers, terms, conditions, and **Endorsements** of **Your** insurance contract with **Us**.

Premium

The amount payable either as a monthly or as a single payment that **You** have agreed to pay **Us** in respect of insurance cover under this **Policy**

Property

The **Buildings** at the address stipulated in **Your Schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as shown in **Your Schedule** and being the most **We** will pay in the event of any claim on this **Policy**.

Tenancy Agreement

A **Tenancy Agreement** in writing made between **You** and the **Tenant** which is an assured shorthold **Tenancy Agreement** within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a **Tenancy Agreement** in which the **Tenant** is a limited company. In Northern Ireland the Agreement between **You** and the **Tenant** to let the **Property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a **Tenancy Agreement** in which the **Tenant** is a limited company or a **Tenancy Agreement** or lease of a commercial premises or Any other residential tenancy accepted in writing by **Us**.

Tenant

A person occupying **Your Property** by virtue of a **Tenancy Agreement**.

Uninsurable Risks

Wear and tear; depreciation; fungus; rot; **Vermin** damage; mechanical or electrical fault; process of cleaning; repairing; restoration; renovating; any gradually operating cause or process.

United Kingdom (UK)

Great Britain and Northern Ireland.

Unoccupied

The **Property** is deemed as **Unoccupied** when it is not lived in by a **Tenant**.

Valuables

Articles of precious metals, Jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

Vermin

Various small animals or insects, such as brown or black rats, house or field mice, wasps, or hornets, that are destructive, annoying or injurious to health.

We / Us / Our / Insurer

Wakam UK Limited

You / Your / Insured

The person(s) as specified in the **Schedule** or in the event of their death, their legally appointed representative.

Privacy Notice - Wakam

Introduction

In the context of the services and products that Wakam and its partners (together "we", "us", "our") provide you with, you are required to communicate to us your personal data ("personal data" or "data"). This Privacy Notice is provided to you to help you better understand how we collect, process and protect your personal data.

We are committed to comply with applicable data protection regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

About us

Wakam UK Limited is a company registered in England and Wales with company number 14778827, having its registered office at 18th & 19th Floors 100 Bishopsgate, London, United Kingdom, EC2N 4AG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 995565.

Categories of personal data collected

In the course of providing our products and services, we may collect and use personal data about you, such as:

- Information relating to your identity (last name, first name(s), postal address, telephone number, e-mail address...)
- Policyholder information (insurance policy number, bank account number, payment card details, billing, payment history, etc.)
- Customer complaint information (complaint number, date and reason for loss, call history, loss details, policy reference number and supporting documents)
- Information about the insured devices (brand, model, serial number, registration number, identification number, date of purchase, etc.)

As part of the processing of these data, we may collect data relating to offences, convictions and security measures at the time of your subscription to the insurance contract, during the execution of this contract or as part of the dispute management process.

Some of our products may involve the processing of so-called "sensitive" personal data, such as health data. These data will be processed solely for the purpose of fulfilling our commitments to you and in strict compliance with the legal provisions applicable to such data.

You can choose whether or not to provide us with this data. We may not be able to provide you with specific products or services if you do not provide us with certain data.

Why we process your personal data

Your personal data is used for the following purposes:

- The management of your contract and insurance policy, the execution of contract guarantees (including claims management), customer complaint and dispute management, such processing being necessary for the execution of your contract;
- Risk control and monitoring, which enables us to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests;
- The elaboration of statistics and actuarial studies, which enables us to improve the offers and services offered and is therefore necessary based on our legitimate interests;
- Preventing insurance fraud and money laundering in order to comply with our legal obligations.

Disclosure of your personal data

Your personal data may be disclosed to the following third parties:

- To our group companies such as our parent company and its affiliated companies;
- To our service providers and subcontractors, for the purposes of managing and executing your contract;
- To other insurance companies (intermediaries, reinsurers);
- To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet our legal and regulatory obligations.

International transfers of your personal data

We may transfer your personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with Data Protection Legislation.

Personal data retention period

Your personal data will be kept for the time strictly necessary for the provision of the service and the execution of the contract, and in accordance with our data retention policy. Your personal data may also be retained for any additional period required or permitted by applicable legal provisions, including the statute of limitations to which we are subject.

Your rights

In accordance with the Data Protection Legislation, you have the right to access, rectify, delete, limit, oppose, request data portability, not to be subject to an automated individual decision-making (including profiling), as well as the right to give instructions regarding the use of your personal data posthumously. Please note that the exercise of these rights is however not absolute and is subject to the limitations according to applicable law.

If you consider that the processing of your personal data constitutes a violation of the Data Protection Legislation, you also have the right to file a complaint with the *Information Commissioner's Officer*, at the following address: Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF.

To obtain a copy of your personal data held by us, for more information or to exercise your rights relating to your personal data, please contact us at the address or email address indicated in the section below.

Contact us

If you have any questions or queries regarding the use of your personal data, or to exercise your rights relating to such personal data, please contact our Data Protection Officer at the following address:

Data Protection Team
Wakam UK Limited
18th & 19th Floors 100 Bishopsgate,
London, EC2N 4AG, United Kingdom
Or by email to: uk_dataprotection@wakam.com

Privacy Policy – Paragon Car Ltd

We will keep records of your personal information in accordance with our privacy policy and may record telephone calls to help us monitor and improve services we provide.

For further information on how your personal information is used and your rights in relation to your personal information, please see the Paragon privacy policy: <https://paragon-uk.net/Privacy%20Policy.html>

Credit Searches or Third-Party Information Sources

In considering **your** application for this insurance Policy Paragon Car Ltd may consult claims and fraud databases, data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain Policy records and to combat fraud. **Paragon Car Ltd** may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. Please check our privacy policy at <http://www.paragon-uk.net/Privacy%20Policy.html>, which can be found at www.paragon-uk.net for details of these third parties This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reason or for tracing debtors.

We may ask credit reference agencies to give **us your** credit score, which may affect **your** insurance application but will not affect **your** credit score.

It is important that you check your records for the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your Policy being cancelled.

SECTION 1

BUILDINGS COVER

We cover Your Buildings against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake.

Excluding

- a) loss or damage caused by smog, industrial or agricultural output.
- b) any damage which happens gradually.
- c) loss or damage caused by smoke where there was no fire.

2. Storm or flood.

Excluding

- a) loss or damage caused by frost.
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patio and terraces, gates and fences, swimming pools, tennis courts.
- c) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Excluding

- a) loss or damage to the apparatus and/or pipes from which water or oil has escaped.
- b) loss or damage caused by gradual emission.
- c) the first £300 of every claim unless otherwise specified in **Your Schedule**.
- d) loss or damage caused after **Your Property** has been **Unoccupied** for more than 45 days in a row unless for the period October to March inclusive the water supply is turned off, immediately after the Tenant(s) have vacated, at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

You must pay the amount of escape of water **Excess** shown in **Your Schedule**, which is increased to £1,000 after **Your Property** has been **Unoccupied** for more than 45 days in a row.

4. Theft or attempted theft caused by violent and forcible entry or exit.

Excluding

- a) loss or damage by any **Tenant** or person lawfully on the **Property**.
- b) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.
- c) loss or damage caused by deception unless deception is used solely to gain entry to **Your Property**.

5. Collision by an animal or a vehicle used or operated by a third party.

Excluding

- a) collision by any vehicle under the supervision of you or any member of your household/family unless you or they have had sufficient training.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

Excluding

the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

8. Subsidence, landslip or heave of the site upon which the Buildings stand.

Excluding

- a) loss or damage caused by erosion of the coast or riverbank or watercourse.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Buildings** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

9. Falling trees, telegraph poles, lampposts, fixed aerials, dishes and masts.

Excluding

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to gates and fences.
- c) loss or damage to aerials, dishes and masts.

10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property.

Excluding

- a) the first £1,000 of any claim for loss or damage whilst the **Buildings** are **Unoccupied** for 45 days or more.
- b) loss or damage caused by chipping, denting or scratching.
- c) loss or damage to ceramic hobs in free-standing cookers.

11. Flat Roofs

For every claim on Section 1 Buildings Cover where a flat roof exceeds:

- a) 25% of the total roof area - £500 Compulsory Excess applies
- b) 50% of the total roof area - £1000 Compulsory Excess applies

12. Accidental Damage to underground pipes, cables and services for which You are responsible.

Excluding

- a) loss or damage due to wear and tear or gradual deterioration.
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.
- c) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

13. Loss of rent and/or cost of alternative accommodation incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this Policy.

Excluding

- a) any amount exceeding 30% of the **Sum Insured** on the **Buildings** damaged and for losses incurred in a period exceeding 12 months from the date the **Property** became uninhabitable, unless stated otherwise in the **Schedule**.

14. Increased metered water charges incurred by You resulting from escape of water and a subsequent claim under Peril 3, Section 1 of this Policy.

Excluding

- a) any amount exceeding £750 in any **Period of Insurance**.

15. Subject to the terms and conditions of this Policy, any expenses incurred by You as a result of removal of debris; compliance with Government or Local Authority requirements; architects' and surveyors' fees incurred in the reinstatement of the Building following loss or damage caused by any of the perils listed in Section 1 of Your Policy.

Excluding

- a) any fees charged in the preparation of a claim.

16. Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, We will pay the costs necessarily and reasonably incurred by You in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £1,000 any one claim and £2,000 any one Period of Insurance.

Excluding

- a) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

17. Metered Supplies

The cover afforded by the Section includes the additional water, gas, electricity or other metered supply charges incurred by You in consequence of Damage, and for which You are legally responsible, up to an amount of £1,000 any one claim and £2,000 any one Period of Insurance.

We will not pay for such charges incurred in respect of or whilst any building which is Unoccupied for more than 45 days.

The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period following the Damage, less the charge paid by You for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting Your supply consumption for 45 days or more.

18. Landscaped Gardens

The cover afforded by this Section includes costs incurred by You in consequence of Damage to the Buildings, up to an amount of £1,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

ADDITIONAL COVER – (only applicable if shown as being included on the **Schedule** and **You** have paid the **Premium**).

19. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section.

Excluding

- a) loss or damage caused by **Uninsurable Risks**.
- b) loss or damage caused by **Vermin**; fungus; or domestic pets.
- c) the first £1,000 of any claim for loss or damage whilst the **Buildings** are **Unoccupied** for 45 days in a row.
- d) cost of normal maintenance.
- e) loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) loss or damage as a result of any **Building** alterations, renovations or repairs.
- g) loss or damage if previously specifically excluded from cover.

Important Note: Any successful claim for **Buildings** will be liable to the **Excess** as stated on the **Schedule**.

■ Conditions that apply to Section 1 – Buildings Cover

Index-linking Clause

The **Sum Insured** in Section 1 may be adjusted each month in accordance with the following indices:

The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors.

No additional **Premium** will be charged for each monthly increase but at each renewal the **Premium** will be calculated on the revised **Sum Insured** and will be shown on **Your** renewal **Schedule**.

Basis of Claims Settlement

Flats Clause

The sum insured under Section one – **Buildings** represents the value of that portion of the **Building** owned by **You** (including external walls, roof and foundations and such common parts of the **Building** for which **You** are legally responsible). In the event of a loss resulting from an insured incident to any part of the **Premises** not occupied by **You** but for which **You** are legally responsible, Section one – **Buildings** will only pay such proportion of that loss as the sum insured under Section one bears to the reinstatement value of the **Buildings**.

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement.

If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **Policy**, **Our** liability will:

- 1) not exceed the proportion that the **Sum Insured** bears to the full cost of reconstruction of **Your Property** as stated in the **Schedule**.
- 2) not exceed the **Sum Insured** for the **Property** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times, the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

If **you** are under insured, which means the cost of rebuilding the **building** as new at the time of the loss or damage is more than **your** sum insured for the **building**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **building**, **we** will only pay one half of the cost of rebuilding. As we appreciate it may be difficult to be accurate on the overall value of your building, **we** will not apply the discount if the value of the building damaged is within 15% of appropriate valuation of the damaged building as determined by our loss adjusters.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

20 Buildings condition

Excluding

any loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row unless **Your Property** is inspected internally and externally at least every 7 days by a responsible adult and a record of these inspections is kept.

SECTION 2

LANDLORDS CONTENTS

Included as standard up to £5,000 sum insured but higher if shown in the schedule but not more than 20% of the **Buildings Sum Insured**.

Subject to the Terms Conditions Limits and Excesses set out in this Policy and Schedule We cover Your Landlords Contents against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake

Excluding

- a) loss or damage caused by smog, industrial or agricultural output.
- b) any damage which happens gradually.

2. Storm or flood

Excluding

- a) **Landlords Contents** in the open.
- b) loss or damage caused by frost.
- c) loss or damage to domestic fixed fuel-oil tanks in the open, loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Excluding

- a) loss or damage to the apparatus and/or pipes from which water or oil has escaped.
- b) loss or damage caused by gradual emission.
- c) the first £300 of every claim unless otherwise specified in **Your Schedule**.
- d) loss or damage caused after **Your Property** has been **Unoccupied** for more than 45 days in a row unless for the period October to March inclusive the water supply is turned off, immediately after the Tenant(s) have vacated, at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

You must pay the amount of escape of water **Excess** shown in **Your Schedule**, which is increased to £1,000 after **Your Property** has been **Unoccupied** for more than 45 days in a row.

4. Theft or attempted theft caused by violent and forcible entry or exit.

Excluding

- a) loss or damage by any **Tenant** or person lawfully on the **Property**.
- b) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.
- c) any amount exceeding £500 in respect of **Landlords Contents** contained within detached domestic outbuildings and garages.
- d) loss of any item whilst in the open.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

Excluding

- a) collision by any vehicle under supervision of you or any member of your household/family unless you or they have had sufficient training.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

Excluding

- a) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

8. Subsidence, landslip or heave of the site upon which the Buildings stand.

Excluding

- a) loss or damage caused by erosion of the coast or riverbank or watercourse.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Landlords Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

9. Falling trees, telegraph poles, lamp posts, fixed aerials, dishes and masts.

Excluding

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to aerials, dishes and masts.

10. Costs of alternative accommodation incurred by You, as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.

Excluding

- a) any amount exceeding 20% of the **Sum Insured** on the **Landlords Contents** of the **Buildings** damaged or destroyed.

11. Legal Liability to the public - Limit of Indemnity - £2,000,000.

All sums for which You are legally liable as the owner of the contents to pay as compensation for accidental death or injury to any person, or loss or damage to third party property including defence costs and expenses incurred with Our prior consent.

Excluding

- a) bodily injury or death to any person who is engaged in **Your** service or is a member of **Your** family or household.
- b) arising directly or indirectly out of the transmission of any communicable disease.
- c) damage to property under **Your** custody or control.
- d) arising out of any profession, occupation or business other than through private letting of the **Property**.
- e) arising out of the ownership, possession or operation of:
 - 1) any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**.
 - 2) any power operated lift.
 - 3) any aircraft, air cushioned vehicles or watercraft.
 - 4) a caravan whilst being towed.
 - 5) Railways, tramways, cable-cars or vessels
 - 6) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) arising out of pollution or contamination.
- g) if **You** are entitled to indemnity under any other insurance.
- h) any cost or expense not agreed by **Us** in writing.
- i) Decennial liability
- j) Environmental impairment liability
- k) Electro-magnetic fields
- l) Pure financial loss
- m) Arising out of activities of contractors. For the purpose of this extension a contractor is defined as any person, company or organization working at or on the premises, including where you are working in your capacity as a professional tradesman.

ADDITIONAL COVER – (only applicable if shown as being included on the **Schedule** and **You** have paid the **Premium**).

12. Accidental Damage cover to the Landlords

Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 9 of this Section.

Excluding

- a) loss or damage if previously specifically excluded from cover.
- b) loss or damage caused by normal wear and tear.
- c) loss or damage caused by **Vermin**, fungus or atmospheric or climatic conditions.
- d) loss or damage caused by cleaning or making repairs; or alterations.
- e) loss or damage caused by pets.
- f) the first £1,000 of any claim for loss or damage whilst the **Buildings** are **Unoccupied** for 45 days or more.
- g) loss or damage as a result of mechanical or electrical breakdown.
- h) the first £1,000 of any claim after **Your Property**
- i) has been **Unoccupied** for more than 45 days in a row.

13. Contents condition

Excluding

any loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row unless **Your Property** is inspected internally and externally at least every 7 days by a responsible adult from the date the property first became **Unoccupied**, and a record of these inspections is kept.

CONDITIONS THAT APPLY TO SECTION 2

LANDLORDS CONTENTS

Index-linking Clause

The **Sum Insured** in Section 2 may be adjusted each month in accordance with the following indices:

The Consumer Durable section of the General Index of Retail Prices or its equivalent.

No additional **Premium** will be charged for each monthly increase but at each renewal the **Premium** will be calculated on the revised **Sum Insured** which will be shown on **Your** renewal **Schedule**.

Basis of Claims Settlement

In the event of loss or damage to **Your Landlords Contents**, **We** will replace the damaged **Landlords Contents** as new provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlords Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, **Our** liability will not:

- 1) exceed the proportion that the **Sum Insured** bears to the full cost of replacement of **Your Landlords Contents** as stated in the **Schedule**.
- 2) exceed the **Sum Insured** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Content's Sum Insured** reflects the total cost of replacement as new.

If **you** are under insured, which means the cost of replacing or repairing the **contents** as new at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **building**, **we** will only pay one half of the cost of repair or replacement. As we appreciate it may be difficult to be accurate on the overall value of your **content**, **we** will not apply the discount if the value of the **content** damaged is within 15% of appropriate valuation of the damaged **content** as determined by our loss adjusters.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **Landlords Contents** of **Your Property** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out the **Insurers** recommendations to prevent further loss or damage.

SECTION 3

LANDLORDS LEGAL LIABILITY

Limit of Indemnity – £2,000,000 unless stated otherwise on the Schedule.

All sums for which You are legally liable to pay as compensation for accidental death or injury to any person or loss or damage to third party property arising directly as a consequence of Your ownership of the Property, including defence costs and expenses incurred with Our prior consent.

Excluding

- a) bodily injury or death to any person who is engaged in **Your** service or is a member of **Your** family or household.
- b) arising directly or indirectly out of the transmission of any communicable disease.
- c) damage to **Property** under **Your** custody or control.
- d) arising out of any profession, occupation or business other than through private letting of the **Property**.
- e) arising out of the ownership, possession or operation of:
 - 1) any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**.
 - 2) any power-operated lift.
 - 3) any aircraft or watercraft.
 - 4) a caravan whilst being towed.
 - 5) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) arising out of ownership or use of any land or building not situated within the **Buildings** as specified in the **Schedule**.
- g) arising out of pollution or contamination.
- h) if **You** are entitled to indemnity under any other insurance.

SECTION 4

KEY COVER

KEY PROTECT POLICY WORDING

This insurance is underwritten by **Astrenska Insurance Limited**. Registered in England No. 1708613. Registered office: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. **Astrenska Insurance Limited** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA number 202846.

IMPORTANT INFORMATION

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**.

This policy meets the demands and needs of those who wish to insure against expenses associated with **locksmith charges, new locks, replacement keys, onward transport costs**, vehicle hire or accommodation costs in the event their **insured keys** are lost, stolen or accidentally damaged.

INTRODUCTION

In return for the payment of **your** premium **we** will provide insurance for **your insured keys** during the **period of insurance** as stated in **your** Schedule of Insurance, subject to the terms, conditions and limitations shown below or as amended in writing by **us**.

DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in bold in this policy.

Claims Administrators – Davies Group

Duplicate Key: A spare key for your home or vehicle.

Emergency Situation: A dependent is left unattended, unsupervised or uncared for, or there is a real or imminent danger to **you**, or the fabric of **your** vehicle, home or **property**.

Immediate Family Member: Husband, wife, civil partner, live-in partner, child, step-child, adult child or adult step-child.

Insured Event: The loss, theft or accidental damage of an **insured key**, or an **insured key** locked inside **your** home or vehicle during the **period of insurance**.

Insured Key: House keys, vehicle keys and personal **property** keys that belong to **you**, apart from those given to **you** by others, such as a friend, neighbour or relative.

Locksmith Charges: Charges relating to work carried out by a locksmith.

New Locks: **New locks** fitted or reconfiguration of the existing locks to enable a new key to replace an **insured key**.

Onward Transport Costs: Transport costs for getting **you/your** vehicle to **your** original destination or **your** home, up to a maximum of £75.

Period of Insurance: The period shown in **your policy schedule** for which **you** have paid the premium.

Policy: The terms and conditions of this **policy**.

Policyholder: The person named on the **policy schedule**.

Policy Schedule: The document headed policy schedule giving details of the policyholder, cover limit and period of insurance.

Property: Any property or item that belongs to the policyholder and that your insured key unlocks.

Replacement Key: A key to replace an insured key and includes any reprogramming of infrared handsets, immobilisers and alarms necessitated by such replacement of the insured key.

Sum Insured – the maximum level of cover we will provide under this policy as shown on your policy schedule.

Territorial Limits: United Kingdom, the Channel Islands, the Isle of Man and the European Union

We/Us/Our: Astrenska Insurance Limited.

You/Your: The policyholder and any immediate family member permanently living at the same address as the policyholder during the period of insurance.

WHAT IS COVERED

If, during the **period of insurance** and within the **territorial limits**, an **insured key** is lost, accidentally damaged or stolen, **we** will pay up to the **sum insured**, in accordance with the following table:

What is covered	We will not pay
<p>1. Locksmith charges:</p> <p>We will pay for locksmith charges if an insured key is lost, stolen, accidentally damaged, or locked in your home or vehicle and you are unable to access to your home, vehicle or property.</p>	<ul style="list-style-type: none"> more than £50 in respect of an insured key that has been accidentally damaged or broken in a lock or ignition. any charges or costs incurred where the claims administrators have arranged for the attendance of a locksmith or other tradesman, at a particular location and you do not attend. any charges to gain entry to your home or vehicle where you have access to a duplicate key, unless you are in an emergency situation.
<p>2. New Locks (including reprogramming of immobilisers, infrared handsets and alarms.)</p> <p>We will pay for new locks if there is a security risk to your home, vehicle or property due to the loss/theft of an insured key.</p>	<ul style="list-style-type: none"> for replacement locks of a higher standard or specification than those needing to be replaced for locks which are damaged prior to the loss, theft, or accidental damage of an insured key.
<p>3. Replacement keys:</p> <p>We will pay for a replacement key (including any immobiliser, infra-red handset and/or alarm which is integral to any insured key) if an insured key is lost by, stolen from, or accidentally damaged by you.</p>	<ul style="list-style-type: none"> for more than 2 keys per lock, per claim. for replacement keys of a higher standard or specification than those needing to be replaced. more than £50 in respect of an insured key that has been accidentally damaged or broken in a lock or ignition.
<p>4. Onward Transport Costs:</p> <p>We will pay up to £75 per claim for onward transport costs if you have no access to your vehicle and you are away from your home due to lost, stolen or broken insured keys.</p>	<ul style="list-style-type: none"> more than £75 per claim.
<p>5. Vehicle Hire:</p> <p>We will pay up to £40 per day, for up to three days, if you are unable to use your vehicle due to the loss or theft of an insured key.</p>	<ul style="list-style-type: none"> more than £40 per day. vehicle hire charges after day 3 of hire.
<p>6. Accommodation Costs:</p> <p>We will pay hotel or accommodation costs if you have no access to your home up to a maximum of £120 per claim due to the loss or theft of an insured key.</p>	<ul style="list-style-type: none"> more than £120 per claim.

EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR WHOLE POLICY

Unless **we** have agreed differently with **you**, English law and the decisions of English courts will govern this insurance.

We shall be under no liability for:

- a) Any amount that exceeds the **sum insured** within a **period of insurance**.
- b) Sums claimed exceeding the amounts detailed in the section above.
- c) Any **insured event** not reported to the **claims administrators** within 30 days of **you** discovering that the **insured event** has taken place.
- d) Sums claimed where **you** do not submit, within 120 days of an **insured event**, valid receipts or invoices to the **claims administrators** for payments **you** have made.
- e) Any claim arising from theft of **your insured key(s)** unless **you** have reported the theft to the police and obtained a crime reference number.
- f) Sums claimed for more than 2 **replacement keys** per lock.
- g) **Insured keys** lost or stolen from someone other than **you**
- h) Any associated costs (other than the cost of replacing the **insured key**) where **duplicate keys** are available.
- i) Charges or costs incurred where **you** make alternative arrangements with a third party once the **claims administrators** have arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- j) Loss of any belongings other than an **insured key** and its associated lock or ignition system, infra-red handsets, immobilisers and alarms attached to an **insured key**.
- k) Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- l) Loss caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup, or the actions of any lawful government, or public or local authority.
- m) Any loss of earnings or profits which **you** suffer as a result of the loss or theft of an **insured key**.
- n) Claims arising from any deliberate or criminal act or omission by **you**.
- o) Loss or theft of an **insured key** which occurs outside the **period of insurance**.
- p) Claims arising as a result of **your** failure to take all necessary steps to safeguard an **insured key**.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The financial services compensation scheme covers this **policy**. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this **policy**. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

CONSUMER INSURANCE ACT 2012

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **your policy** being cancelled or **your** claim being rejected or not fully paid.

COMPLAINTS

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below.

Complaints regarding:

Sale of the policy - please contact your **agent** who arranged the insurance on **your** behalf.

Claims – **you** should in the first instance contact the **claims administrators**. The contact details are:

Customer Relations,
Davies Group,
Unit 8,
Caxton Road,
Fulwood,
Preston
PR2 9NZ

Email: keyclaims@davies-group.com

Telephone: 0344 856 2270

Please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

The **claim administrators** will make every effort to resolve **your** complaint immediately. If they cannot resolve **your** complaint by the end of the next working day they will acknowledge **your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **you** a final response letter.

If they are unable to resolve **your** complaint in this time they will write to advise **you** of progress and will endeavour to resolve **your** complaint within the following four weeks.

If **you** are still dissatisfied after receiving their final response letter or if **you** have not received a response to **your** complaint within eight weeks **you** may refer **your** complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
Exchange Tower Harbour Exchange Square London E14 9SR
www.financial-ombudsman.org.uk

You have the right to refer **your** complaint to the Financial Ombudsman, free of charge within six months of the date of **your** final response letter. Whilst **we** and **our** UK service providers are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure above does not affect **your** right to take legal action.

CLAIMS PROCEDURE AND CONDITIONS

Making a Claim

- **You** must report any claim to the **claims administrators** as soon as possible and within 30 days of the **insured event**.
- To make a claim call 0344 856 2270 and quote the **policy** number found on **your policy schedule** as soon as possible but in any event within 30 days of discovery of any incident likely to give rise to a claim under the insurance.
- **You** are responsible for any costs of supplying all the relevant information or documents required in preparing any claim under this **policy**.
- When **you** make a claim evidence of occupancy of **your** home or ownership of **your** vehicle or **property** to which the **insured key(s)** relate may be required.
- **You** must submit valid invoices/receipts in respect of expenditure authorised by **us** to the **claims administrators** within 120 days of the **insured event**.

Theft

If an **insured key** has been stolen it must be reported to the police immediately and a crime reference number obtained. **We** cannot deal with **your** claim for stolen keys until **you** have reported the theft to the police and confirmed the crime reference number to the **claims administrators**.

Maximum number of claims

There is no limit to the number of separate claims which **you** may make within the **period of insurance**, subject to the total aggregate sum payable in each **period of insurance** not exceeding the **sum insured**.

FRAUD

If any claim is in any respect fraudulent, or if any fraudulent means are used to obtain benefit by **you** or anybody acting on **your** behalf, including exaggeration of the claim or submission of forged or falsified documents, **you** will not be entitled to any benefit under this **policy** and criminal proceedings may follow.

CLAIMS SETTLEMENT

If **your** claim is handled on a 'pay and claim' basis or if **you** use a locksmith or dealer of **your** choice **you** will have to pay the costs upfront and the **claims administrators** will reimburse **you** on receipt of valid receipts/invoices.

Please note that there is no excess fee to pay for any claim made under this **policy**.

We cannot guarantee to replace **your** keys on the same day that **you** report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard.

If a **duplicate key** exists, **we** will only reimburse **you** for the cost of the **replacement key**, unless **you** are in an **emergency situation** where a dependent is left unattended, unsupervised or uncared for, or there is a real or imminent danger to **you**, or the fabric of **your** vehicle, home or **property**. In which case **we** will reimburse **you** for the costs incurred subject to the terms and conditions of this **policy**.

Supporting documents

When **you** make a claim in respect of vehicle keys, **you** must send a copy of the V5 (or relevant registered keeper document issued by the DVLA) or if **you** have not been given the V5, a contract or lease agreement containing the registration number of **your** vehicle.

When **you** make a claim in respect of other keys, **we** may, at its discretion, ask for supporting documents, such as evidence of address in the case of house keys.

CANCELLATION BY YOU

You may cancel this **policy** at any time, without giving a reason, by returning it to the agent it was bought from. If **you** cancel within 14 days of either receiving the **policy** documentation or from the start date of the **policy** (whichever is later) then any premium already paid will be returned (providing that no claims have been made on the **policy**). If **you** cancel outside this period there is no entitlement to a refund of premium.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

HOW WE USE THE INFORMATION ABOUT YOU

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to **you**;
- Issue **you** this insurance policy;
- Deal with any claims or requests for assistance that **you** may have
- Service **your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of the Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g. the financial conduct authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

PROCESSING YOUR DATA

Your data will generally be processed on the basis that it is: necessary for the performance of the contract that **we** have with **you**;

- is in the public or **your** vital interest; or
- for **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

HOW WE STORE AND PROTECT YOUR INFORMATION

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** complaints manager using the details above. **You** can also complain directly to the information commissioner's office (ico). Further information can be found at <https://ico.org.uk/>

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance**, **we** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the Policy of insurance. Please note that **you** will not be entitled to a pro-rata refund of premium under these circumstances.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

Duty of Care

You must:

- take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair.
- ensure all protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended or when any **Tenant** has retired for the night.

You must:

- not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting this **Policy**.
- take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.
- act promptly to gain vacant possession of the **Property** and recover any Rent Arrears.

Consumer Insurance Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to:

- take care to supply accurate and complete answers to all the questions in the declaration and to
- make sure that all information supplied is true and correct.
- tell us of any changes to the Answers **You** have given as soon as possible.

Failure to advise **Us** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

Misrepresentation and Non-Disclosure

In the event that information provided to **Us**, by **You** or on behalf, in connection with this insurance is established to be false, misleading, or where applicable, not appropriately disclosed, **We** may exercise **Our** right to amend the terms of this contract.

If **We** establish that the false or misleading information was provided, or not disclosed to **Us**, either deliberately or recklessly by **You**, then **We** may treat this **Policy** as if it never existed.

However, if it is established that **You** carelessly provided the false or misleading information, or unintentionally overlooked disclosing relevant information, then **We** may treat the **Policy as** if it never existed and refuse a claim made, or, reduce the amount of a claim payment to be made.

We may also amend the terms of this **Policy** or cancel this **Policy in** accordance with the Cancellation Condition.

Fraudulent / False Claims

If **You** make any claim knowing the claim to be false or fraudulent this insurance shall become void and all claims shall be forfeited. **We** have the right to notify the Police of any such instances or circumstances.

Unoccupancy

- 1) If the **Buildings** as specified in the **Schedule** will be left unattended immediately after the Tenant(s) have vacated, **You** must immediately ensure that the gas and water system must be turned off and drained at the mains or any heating system in place must be set at a continuous minimum temperature of 15 degrees celsius.

Failure to comply will result in any claims under peril 3 of sections 1 & 2 being declined. **You** must notify **Us** if the **Buildings** as specified in the **Schedule** are to become regularly unattended for more than 45 days in any single period.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- a) The natural expiry date of the **Policy**.
- b) Any sequence of claims over the **Limit of Indemnity** during the **Period of Insurance**
- c) **You** fail to pay **Your Premium**.

Arbitration

If there is a dispute between **You** and **Us**, which is not solved by the **Policy**, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

Acts of Parliament

Any reference to Act of Parliament within this **Policy** shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the **United Kingdom**.

Changes in Circumstances

You must notify **Us** of any change in **Your** circumstances and in particular the use of **Your Property**; the type of **Tenant** occupying the **Building**; the cost of rebuilding **Your Property** or replacing **Your Landlords Contents**.

Multi-Property Policy

It is understood and agreed that each **Property**, as listed in **Your Schedule**, is deemed to be covered as though separately insured.

Notice of Building Works

You must notify **Us** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**.

Contracts (Rights of Third Parties) Act 1999

No person or company who is not party to this **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

Other Insurance

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** proportionate share of any claim.

Observance

Our liability to make any payment under this **Policy** will be conditional on **You** complying with the terms and conditions of this insurance.

Alteration of Risk

You shall notify **Us** immediately of any alteration in risk which materially affects this insurance.

Recovery of Costs

We may take proceedings at **our** own expense in **Your** name to recover any sums paid under this **Policy**.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

This **Policy** does not cover the following:

a) Radioactive Contamination

loss or damage to any **Property** resulting or arising from any **Consequential Loss**;

any legal liability, directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.

b) War

loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to **Property** under the order of any government or public or local authority.

c) Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation; and or

loss or damage directly or indirectly caused by or in connection with any act of terrorism regardless of any other cause or event.

An act of terrorism means an act including but not limited to the use of force and violence and/or threat of any person(s) or group(s) acting alone or on behalf of any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government and to put the public or any section of the public, in fear. This exclusion also extends to include loss or damage directly or indirectly caused by action to control, prevent, suppress any act of terrorism.

d) Deliberate Act

loss or damage caused intentionally by **You** or anyone working on **Your** behalf.

e) Existing Damage

loss or damage occurring prior to the commencement of **Your** insurance cover.

f) Sonic Pressure

loss or damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

g) Consequential Loss

Financial and consequential loss incurred as a result of any loss or damage unless specifically included on the Schedule.

h) Wear and Tear

loss or damage as a result of wear and tear, rusting or corrosion; wet or dry rot or fungus or anything that happens gradually.

i) Electronic Data Exclusion Clause

We will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - Computer viruses, erasure or corruption of electronic data;
 - The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion “computer virus” means a corrupting, harmful or unauthorised instruction or code from an unauthorised source that propagates itself via or through a computer system or network.

j) Motor Vehicles

loss or damage caused to any motor vehicles (other than domestic garden implements), caravans, trailers or watercraft and accessories.

k) Domestic Pets or Vermin

loss or damage caused by domestic pets or **Vermin**.

l) Infectious or Contagious Disease Clause

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

m) Loss of Value Clause

This insurance does not cover **you** for direct or indirect loss or damage to any property, or any legal liability, caused by or contributed to, or arising from the loss of **value** following a claim payment.

n) Biological and Chemical Contamination Clause

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- a) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) Putting the public or any section of the public in fear, in circumstances in which it is to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

o) Confiscation/Holding Clause

This insurance does not cover **you** for Customs or other government or local authority officials legally taking and holding or keeping **your** property.

p) Indirect Loss or Damage

We will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

q) Asbestos

We will not pay for any loss damage or liability caused by or arising out of the removal or, disposal of asbestos or materials containing asbestos.

r) Faulty Workmanship

Loss or damage caused by faulty workmanship, faulty materials or faulty design.

s) Criminal Activity

Illegal or criminal acts, theft, loss of or damage to the buildings, contents or any outbuilding, or any liability where you, your family or any person lawfully in your home commits an illegal or criminal act.

Claims Procedure and Conditions

Claims Conditions applicable to the whole of this insurance Sections 1-3

Your duties

In the event of a claim or possible claim under this insurance

- **You** must provide the Claims Centre with written details of what has happened within 30 days and provide any other information **We** may require.
- **You** must forward the Claims Centre within 3 days, any letter, claim, writ, summons or other legal document **You** receive if a liability claim is made against **You**.
- **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- **You** must not admit liability or offer or agree to settle any claim without **Our** prior written permission.
- **You** must take all reasonable care to limit any loss, damage or injury.
- **You** must provide **Us** with reasonable evidence of value or age (or both) for all items involved in a claim.

If **you** fail to comply with any of the above duties this insurance may become invalid.

How we deal with your claim

Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in **Your** name;
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury.

Subrogation

If a third party is believed to be responsible for any claim, we may take over, defend or settle the claim, or take up any claim in your name for our own benefit. This is known as exercising our right of subrogation. You must give us all the help and information we reasonably require for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

Fraudulent Claims

If you or anyone acting for you makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sending us or anyone acting on our behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage you caused deliberately or
- Acting dishonestly or exaggerating a claim

We;

- a) are not liable to pay the claim; and
- b) may recover from you any sums paid by us to you in respect of the claim; and
- c) may by notice to you treat the contract as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under (c) above, we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

International sanction

We won't provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States.



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