

PARAGON

SENSIBLE RISK MANAGEMENT

PARAGON NOBLE POLICY BOOKLET

ENHANCED PEACE: PROTECTING YOUR HAVEN

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Paragon Noble Home Policy

Home and Key Protection Insurance

Introduction

Thank you for trusting Paragon Car Ltd with your insurance for your home. It is important to us that this policy is right for you.

You have told us that you are the owner of the home you are insuring. In return for the payment of **your** premium **we** will provide the insurance covers detailed in **your schedule** and this **Policy**, subject to the terms and conditions, shown in this document for all claims occurring during the **period of insurance**. **Your Policy** is valid for the **period of insurance** as shown on **your schedule**.

The details of what we cover and what we exclude are set out below in this document (the **Policy**) and the other contractual documents, these are:

- This **Policy** where the terms and conditions are set down in detail. The Policy also sets out a number of optional **extensions** of cover that you may be offered by your **broker** or **financial advisor**. If **you** accept any of these they will be noted on your **Schedule**.
- The **Schedule** which shows you the special limits that apply and where you have made selections for the level and extent of cover. The **Schedule** will also set out various **endorsements or extensions** which **you** have agreed to have added to your **Policy**
- The **Statement of Fact** which records your answer to our underwriting questions on which **we** based our decision to issue this **Policy** and the terms **we** can offer **you**.

You will also have been issued with an **Insurance Product Information Document** (**IPID** for short). The IPID is a brief overview of the standard cover we provide – it does not, for example, set out the endorsements you have chosen, but it does show **you** the main covers we provide, the key exclusions (though not all) and any restrictions on cover that **you** should know about. **Please note reading the IPID is no substitute for reading this Policy document.**

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

<u>Important Things To Start With</u>

Your Duty of Disclosure

1. **Being Accurate and Truthful 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**. 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.
2. **Keep us up to date You** must notify **your broker** or **insurance advisor** as soon as possible if any of the information in **your Policy** or **your Schedule** is incorrect or if **you** wish to make any changes (for example any high value items you have purchased and which you want to be covered under the **Contents** section of this **Policy**.
3. **Check the details** 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 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 subject to the terms and condition of this **Policy** without getting anyone else's permission.

Cooling Off Period and Your Right to Cancel

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 £30.00 plus IPT.

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. We will deduct from the refund an administration charge of £30 plus IPT.
If you cancel 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.

Our Right to Cancel

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 **you** 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 7.

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 £10.50 plus IPT (Insurance Premium Tax).
Cancellations will be charged at £30.00 plus IPT (Insurance Premium Tax) at the current rate applicable.

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



Paul Barnard
For and on behalf of Paragon Car Ltd

This Policy has a number of covers and below we set out who are your Policy Administrators and Insurers,

For Section 1-5:

- **Your** Policy (Sections 1-5) 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.

You can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk

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

For Section 6:

Section 6 of the Policy is underwritten by **Collinson Insurance** (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

For Section 7:

Section 7 of the Policy is underwritten by **Financial and Legal Insurance Company Limited**

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting https://register.fca.org.uk/. Our Financial Service Register number is 202915.

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	Call Davies-group on 0344 225 0942 Email us at: Paragonclaims@davies-group.com Go online at: https://Paragon.davies-group.com Postal Address: Davies Managed Systems, P:O Box 2801, Stoke-on-Trent, ST4 9DN
For Key claims:	Call Strategic Insurance Services Limited on 0344 856 2270 Email us at: https://keyclaims.davies-group.com
For 24/7 Free Legal Advice Service:	Call Financial & Legal on 0333 400 8217
For Identity Theft:	Call us on 0114 350 4107 Email us at assist@lexelle.com Postal Address: Lexelle Limited, PO Box 4428, Sheffield, S9 9DD

What you need to do

This will help **us** to confirm **your** details and deal with **your** claim as quickly as possible.

Always, reference that **your** insurance is underwritten by

- Wakam UK Limited (sections 1-5) or
- Collinson Insurance (section 6) or
- Financial and Legal Insurance Company Limited (section 7)

and quote **your** unique Policy number from **your schedule**.

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.

Please remember y**ou must cooperate with the appointed loss adjuster and if you do not we reserve the right to refuse to pay your claim.**

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 have caused harm or damage to another person's property, and it is appropriate for you to do so, take photographs to help us better understand what happened. Do not take photographs of people without their permission.

What if someone is going to sue you?

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.

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** 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.

How to Make a Complaint

Paragon Car Ltd is committed to treating customers fairly and providing a first-class customer service. Subsequently, **we** therefore expect the same high standards from all **brokers** or **insurance advisors** who use **our** facilities and follow strict guidelines to ensure compliance matters, complaints trends and customer comments are recorded to guide future business decisions in order to improve **our** long term business relationships with **our** agency base and the Insurers whose products **we** market on their behalf.

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** who arranged the insurance for **you**.
- If **you** have a complaint about the handling of any claim, please contact:
  Tel: 0344 225 0942
  Email: Paragonclaims@davies-group.com
  Postal address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN

- If **you** have a complaint about the Key Protection, please contact:
  Davies Group:
  Tel: 0344 856 2015
  Email: customer.care@davies-group.com

- If **you** have a complaint about the 24/7 Free Legal Advice Service or an identity theft claim, please contact:
  The Claims Manager, Lexelle Limited, PO Box 4428, Sheffield, S9 9DD
  Tel: 0114 350 4107
  Email: assist@lexelle.com

In all correspondence, please state that **your** insurance is underwritten by Wakam UK Limited (sections 1-5) or Collinson Insurance (section 6) or Financial and Legal Insurance Company Limited (section 7) 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

FSCS

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the insurer goes out of business and cannot meet its obligations, you may be entitled to compensation from the scheme. you may be entitled to compensation if we cannot meet our obligations, depending on the circumstances. Further details are available at www.fscs.org.uk.

Notification of changes which may affect your insurance – keeping us updated

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us,** and **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read the Policy and the **schedule** (which may make reference to **clauses**) very carefully. **You** should pay special attention to the General Exclusions and General terms and conditions of the Policy wording.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the firm that arranged **your** insurance with **us** immediately.

If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases our claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** immediately of any changes or inaccuracies in 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, and may affect **your** ability to gain insurance from other insurers.

You are also required to update **us** with any changes to the information **you** provided at the time you asked **us** to insure **you.**

When **you** tell **us** about these changes, **we** may adjust the premium. If **you** do not tell **us** about these changes or inaccuracies, this may result in refusal of a claim or **your Policy** being cancelled and may affect **your** ability to gain insurance from other insurers.

Examples of Changes You must tell us about

The changes **you** are required to notify **us** of include but are not limited to the following:

- Any intended alteration to, extension to or renovation of **your** property. However, **you** do not need to tell **us** about internal alterations to **your** property unless **you** are creating an additional bedroom, bathroom, or shower room.
- Any change to the people insured or to be insured, including their occupation;
- Any change or addition to the contents of the property to be insured that results in the need to increase the sums insured.
- If **your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work);
- If **your** property is to be left **unoccupied** for any continuous period exceeding 30 days: or
- If any member of **your** household or any person to be insured on this Policy is charged with, or convicted of an offence (other than motoring offences);
- A change of name or title.

This is not a full list and if **you** are in any doubt **you** should advise **your broker** or **insurance advisor** for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

When **you** inform **us** of a change **we** will tell **you** if this affects **your Policy**, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your Policy**.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **you** have not disclosed, or **you** have misrepresented but **we** deem this was not deliberate or reckless:

- Where a higher premium would have been charged **we** will reduce the amount of the claim settlement proportionate to the premium **we** would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **us** (other than terms relating to premium), **we** will consider the Policy on the basis that those different terms had applied from the date of the breach of duty;
- Where **we** would not have entered into the Policy at all **we** can treat the insurance as void and cancel **your** Policy as if it never existed from inception and refuse to pay all claims.

    - **We** will then return the premium **you** have paid to **us** unless there is another reason why **we** should retain it. See Cancellation section of **your Policy**.

Claims where **we** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**we** can cancel **your Policy** from inception and treat the insurance as though it had never existed).

    - In these circumstances **We** can retain the full premium even if **you** have not paid **us** the premium in full **we** shall be entitled to collect it from **you.**

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.

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.

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 several data agencies and fraud and claims databases 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.

We may also use information relating to **you** and **your** property supplied to **us** by other third parties.

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

Information on products and services

We may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance with **us**. If **you** would prefer not to receive information from **us** or those companies who provide services on **our** behalf, simply write to **your broker** or **insurance advisor**.

Fraud prevention, detection, and claims history

Under the conditions of **your** Policy **you** must tell **us** about any insurance related incidents (such as loss, damage, theft) whether or not they give rise to a claim. When **you** tell **us** about an incident, **we** may pass information relating to it to industry databases.

We may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of **renewal** to validate **your** claims history or that of any other person or property likely to be involved in the Policy or claim.

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

- Share information about **you** with other organisations and public bodies including the police.
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give**, us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
    - help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household.
    - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies.
    - check **your** identity to prevent money laundering unless **you** furnish **us** with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

Industry agencies and databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. (IDS Ltd.) The aim is to help us to check information provided by you and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this Policy.

We will pass any information relating to any incident which may or may not give rise to a claim under this Policy and which **you** have to notify**, us** of in accordance with the terms and conditions of this Policy, to the relevant registers.

Other insurers

We may pass information about **you** and this Policy to other insurance companies with which **we** either reinsure **your** business or who are dealing with a claim made under this Policy. In addition, information may be passed to other insurance related organisations in common with industry practice.

These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside the EEA.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
    - Checking details on applications for credit and credit related or other facilities.
    - Managing credit and credit related accounts or facilities.
    - Recovering debt.
    - Checking details on proposals and claims for all types of insurance.
    - Checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Telephone recording and document management

For **our** joint protection telephone calls may be recorded and monitored by the firm that arranged **your** insurance with **us**, **your broker** or **insurance advisor** and by **us**.

We, your broker or **insurance advisor,** or any other service providers appointed by **us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Our service commitment

Customer feedback

If **you** have any suggestions or comments about how the firm that arranged **your** insurance with **us, we** or **your broker** or **insurance advisor** can improve **our** cover or the service **we**/**they** have provided please write to the **administrator.**

Your broker or **insurance advisor would** welcome any feedback to enable **them** or **us** to improve products and services.

In the event that **we** are unable to continue to trade with **your broker** or **insurance advisor** because **they** have ceased to trade through bankruptcy or liquidation, or in the event that **their** relevant FCA authorisation is revoked, **we** reserve the right to pass **your** Policy and all details on to another intermediary. We will write to you about this and if **you** do not wish this to happen then please put **your** request in writing to **us**.

Definitions of terms used (when displayed in bold font in this Policy)

Guidance notes

The words or phrases shown below have the same meaning wherever they appear in this Policy (in bold text) and your schedule and any clauses endorsed on the schedule.

Wherever the following words or phrases appear in bold text in this Policy, they will have the following meanings:

Broker/Insurance Advisor, they, their, them
The firm appointed by **us** to administer sections 1 to 5 of this insurance on **our** behalf.

Accidental damage
Damage caused suddenly and unexpectedly by an outside force.

Authorised representative/repairer
An appropriately qualified professional person or firm appointed by **us** to act on **your** behalf when a claim is made under section 6 of this insurance.

Building(s)

- The **home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the **home**.
- Fixtures, fittings and decorations.

These must all be at the address shown on **your schedule**.

Civil claim
A dispute in relation to **your** contractual, common law and statutory rights for which **you** are pursuing a remedy.

Claims service provider
The firm appointed on **our** behalf to handle and settle claims made under sections 1 to 5 of **your** insurance. **You** must notify claims to them and contact them with any questions relating to **your** claim.

Clause(s)
Changes to the terms of **your** Policy. These are shown on **your schedule** as endorsements.

Contents
Household items (including **personal money**, **valuables** and **home office equipment** and **personal belongings** up to the limits shown on **your schedule**) that:

- **You** own;
- **You** are legally responsible for;
- Belong to **domestic employees** who live with **you**.

This includes **personal belongings** of visitors to the **home.**

Defendant's costs
Legal costs and expenses **you** are ordered to pay to another party that can be enforced against **you** in making a **civil claim** that has been pursued under this Policy.

Domestic employee(s)
A person employed by **you** to carry out domestic duties in connection with **your home** and its land, and not employed by **you** in any capacity in connection with any other business, trade or profession.

Domestic animals
Cats and dogs and any small caged birds or animals normally kept in or within the boundaries of the **home.**

Excess
The amount **you** will have to pay towards each separate claim.

Heave
Expansion or swelling of the land beneath the **buildings** resulting in upwards movement.

Home
The house or flat and its **outbuildings**, at the address shown on **your schedule**, all used for domestic purposes only. Unless described differently by an endorsement shown on **your schedule**, the house or flat must be:

- Built of brick, stone or concrete; and
- Roofed with slates, tiles, asphalt, metal or concrete; and
- No more than 25% of the total external roof area either flat or covered with asphalt/felt.

Home office equipment
Office furniture, computers and other keyboard-based office equipment, printers, fax machines, photocopiers, telephones, and answerphones that **you** own or are legally responsible for and used for business or professional purposes.

Landslip
Movement of land down a slope.

LEA
The local education authority covering the location of **your home** and where **you** must be registered on the electoral roll.

Legal advice
Means any advice provided by **our** legal advisors to assist **you** in **your claim.**

Legal assistance
Actions taken by an **authorised representative** whilst pursuing **your claim** accepted under this Policy including their **professional fees**.

Legal proceedings
A claim for damages or compensation pursued in a court of law within the United Kingdom.

Lent
Means where you have permitted a member of your family to live in the Home without any financial reward (expressed as rent or otherwise) or contribution to the Home's utilities. The maximum period a Home may be lent is 30 days in any one period of insurance.

Motorised vehicle
Any electrically or mechanically powered vehicle, other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home,** as long as the vehicles are not registered for road use.
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- Golf trolleys.
- Toys and models controlled by a pedestrian.
- Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see www.gov.uk/electric-bike-rules for more information).

Outbuildings
Garages, cart lodges, stables, workshops, sheds, summer houses, green houses, and similar buildings all within the boundaries of the **home** but not necessarily forming part of the **home** itself.

Period of Insurance

The period of time covered by this Policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal belongings
Luggage, clothing, jewellery, watches, furs, binoculars, spectacles, sports, musical and photographic equipment, musical instruments, and items which **you** normally wear, or carry with **you,** but excluding **personal money**, cycles, mobile phones, and tablets. All items must belong to **you** or be **your** legal responsibility.

Personal money
Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques, and phone cards, all held for social, domestic, or charitable purposes.

Professional fees
Fees or costs reasonably incurred by the **authorised representative**, with **our** prior authority. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **authorised representative;** and that **our** prior permission has been obtained prior to incurring any disbursements.

Schedule
The document which gives details of the cover and **sum insured** limits **you** have.

Settlement
Downward movement of the land beneath the **buildings** as a result of compaction due to the weight of the **buildings.**

Small claim(s)
A claim for damages or compensation which is or may if **legal proceedings** are issued be allocated to the **small claim's** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland.

Storm
A period of violent weather with persistent high winds of at least 48 knots (55 mph), sometimes accompanied by rain, hail, or snow. Heavy or persistent rain or snow alone does not constitute a storm unless the rain or snow is so extreme that it causes damage to well-maintained properties of adequately designed construction. Extreme conditions are defined as:

- 25mm (1 inch) or more of rain in a 1-hour period
- 30cm (12 inches) or more of snow within a 24-hour period

Damage caused by lack of maintenance, wear and tear, or gradual processes is not covered. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

Strict liability
A criminal offence that **you** committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction (*mens rea*).

Subsidence
Downward movement of the land beneath the **buildings** that is not as a result of **settlement.**

Sum Insured
The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this Policy or any **clause.**

Unoccupied
Not lived in by **you** or anyone who has **your** permission for a continuous period exceeding 30 days; or a total of 90 or more days during the **period of insurance**; or does not contain enough furniture for living purposes.

Valuables
Stamp, coin or medal collections, antique clocks, pictures, other works of art, curios, items of gold, silver or any other precious metal, gemstones, jewellery, watches, and furs.

We, us, our
Wakam UK Limited your insurer in respect of Sections 1 – 5.

You, your
The person or persons named on **your schedule**, and all members of **your** family who permanently live in the **home**.

Insurance provided – cover options

Guidance notes

*This part of **your** Policy shows the different sections that are available and that **you** can select.*

*Some things just aren't covered by insurance. In the same way that car insurance doesn't pay to repair your car if it rusts or breaks down, this Policy won't cover wear or tear, ageing or breakdowns. **This insurance is not a maintenance contract.***

The sections of this insurance that are available are shown in the table below:

Section	Cover	Standard	Plus
1	Buildings	Yes	Yes
2	Accidental damage to buildings	No	Yes
3	Contents in the home	Yes	Yes
4	Accidental damage to contents in the home	No	Yes
5	Personal possessions outside the home	Yes	Yes
6	Key Protect	Yes	Yes
7	24/7 Free legal advice service and Identity theft	Yes	Yes

The cover **we** provide under each section is set out in detail under sections 1 to 7 below, so are the conditions and exclusions applying to each section.

The sections **you** are covered for under this insurance are shown on **your schedule**. Cover is subject to change by any **clauses** shown on **your schedule**. Please read **your schedule** in conjunction with your Policy.

The General Exclusions and General terms and conditions of this insurance Policy apply to all sections of policy cover.

Section 1. Buildings

Guidance notes

*This section of **your** Policy provides cover for loss or damage to your buildings. It explains what is and is not covered.*

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to the **buildings** caused by any of the following items:

What is covered under items 1 and 2

1. Fire, explosion, lightning, earthquake.
2. Smoke.

What is not covered under item 2

We will not cover loss or damage:

- that happens gradually, or
- Caused by smoke where there was no fire.

What is covered under item 3

3. **Storm** or flood.

What is not covered under item 3

We will not cover loss or damage:

- Caused by frost.
- Caused by storm to fences, gates, and hedges.
- That happens gradually.

What is covered under items 4 and 5

4. Riot, civil unrest, strikes, or labour or political disturbances.
5. Malicious people or vandals.

What is not covered under items 4 and 5

Under item 5 **we** will not cover loss or damage:

- Caused by paying guests, tenants, or **you.**
- That happens after the **home** has been left **unoccupied.**

What is covered under item 6

6. Being hit by:
   - Aircraft or other flying objects or anything falling from them.
   - Collision by an animal or a vehicle

What is not covered under item 6

We will not cover loss or damage: caused by collision by any vehicle under the supervision of you or any member of your household/family unless you or they have had sufficient training.

What is covered under item 7 and 8

7. Water escaping from water tanks, pipes, equipment, or fixing heating systems.
8. Water freezing in tanks, equipment, or pipes.

What is not covered under items 7 and 8

We will not cover loss or damage:

- That happens after the **home** has been left **unoccupied**.
- To solid floors caused by infill materials settling, swelling, or shrinking as a result of water escaping from the **home**.
- By **subsidence**, **heave** or **landslip** caused by water escaping.
- Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

What is covered under item 9

9. Domestic heating oil and loss of metered water.

We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment, or fixing heating systems.

We will provide cover for loss or damage arising from pollution or contamination of land at the **home** caused by oil leaking from a domestic heating oil installation at the **home**.

The most **we** will pay for any one claim arising from a single originating cause or incident under the Policy is up to £1,500.

What is not covered under item 9

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied.**
- Accidental loss of metered water (e.g. accidentally leaving a tap running).
- Loss or damage that happens gradually.

What is covered under item 10

10. Theft or attempted theft provided always that there is evidenced of a violent and forcible entry.

What is not covered under item 10

We will not cover loss or damage:

- Caused by paying guests, tenants, or **you**.
- That happens after the **home** has been left **unoccupied**.

What is covered under item 11

11. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

What is covered under item 12

12. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.

What is not covered under item 12

We will not cover:

- Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless **we** also accept a claim for **subsidence**, **heave** or **landslip** damage to the **home;**
- Damage if **you** knew when this Policy started that any part of the **buildings** had already been damaged by **subsidence**, **heave** or **landslip**, unless **you** told **us** about this and **we** accepted it.
- Damage caused by riverbank or coastal erosion;
- Damage to solid floors caused by infill materials settling, swelling or shrinking;
- Damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**;
- Damage caused by faulty or unsuitable materials, design or poor workmanship.

What is covered under item 13

13. Falling trees or branches.

If **we** accept a claim for damage to **buildings** by falling trees, **we** will also pay reasonable costs **you** have to pay for removing from site:

- The fallen part of the tree;
- The tree if it has been totally or partly uprooted.

What is not covered under item 13

We will not cover costs **you** have to pay for:

- Removing part of the tree that is still below the ground;
- Restoring the site

What is covered under item 14

14. Loss of rent and the cost of alternative accommodation.

If **we** have accepted a claim for damage to the **home** and the damage means **your home** cannot be lived in, **we** will pay:

- Ground rent **you** still have to pay;
- Rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- Any reasonable additional accommodation expenses for **you** and **your domestic animals**.

The most **we** will pay is up to 20% of the **sum insured** for **buildings**, until the **home** is ready to live in.

Guidance notes
*When **we** refer to reasonable additional accommodation expenses, this means that **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. **We** are happy to discuss this with you and will help to find suitable accommodation for you.*

What is covered under item 15

15. Emergency access to **home** and garden.

We will provide cover for damage to the **home** and garden within the boundaries of the **home** following necessary access by the emergency services to deal with a medical emergency or to prevent damage to the **home**.

The most **we** will pay for any one claim under the Policy is up to £1,000.

What is covered under item 16

16. Tracing and accessing leaks.

If the **buildings** are damaged due to domestic heating oil leaking from a fixed heating system, or water escaping from water tanks, pipes, equipment or fixed heating systems, in the **home**, **we** will pay the reasonable costs of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

The most **we** will pay for any one claim under the Policy is up to £5,000.

What is not covered under item 16

We will not:

- Pay more than the limit shown for any one incident; or
- Cover the cost of repairing the source of the leak unless caused by loss or damage which is covered under this section.

What is covered under item 17

17. **Your** liability to the public.

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injury or illness;
- Accidental loss of or damage to property;

Happening during the **period of insurance** and arising:

- From **you** owning the **building** and its land;

We will pay up to **£5,000,000** for any one incident in respect of **your** liability to the public.

We will also pay all **your** costs and expenses that **we** have already agreed to in writing.

What is not covered under item 17

We will not pay more than **£5,000,000** for any one incident.

We will not cover liability in connection with:

- **You** occupying the **building** and its land;
- Any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- Loss or damage to property which belongs to **you** or is in **your** care;
- Any **motorised vehicle,** aircraft, air cushioned vehicles, railways, tramways, cable-cars, vessels;
- Any agreement or contract except to the extent that **you** will have been liable without that agreement or contract;
- **Your** trade, business or profession (except as landlord of the **home**);
- The Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975)

- Fungus, mildew or mould
- Decennial liability
- Environmental impairment liability
- Electro-magnetic fields
- Pure financial loss
- Activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the premises, including where you are working in your capacity as a professional tradesman.

Guidance notes

*If **you** are the owner and occupier of the homes insured by this Policy, accidents which happen in buildings or land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.*

*If **you** are both the owner and the occupier of the building, please remember that **your** liability to the public does not cover **your** legal liability as the occupier of the home and its land.*

*To protect yourself, **you** will need to arrange contents insurance which provides occupiers liability cover.*

What is covered under item 18

18. Selling **your home**.

If **you** enter into a contract to sell any **building** insured by this Policy, and the **building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This cover does not apply if other insurance has been arranged by or for the buyer.

What is covered under item 19

19. **Accidental damage** to services, fixed glass, and sanitary fittings.

We will provide cover for **accidental damage** to:

- Cables, pipes, septic tanks and drain inspection covers **you** are legally responsible for which serve the **buildings**, including up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;
- Fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

What is not covered under item 19.

We will not cover:

- The **excess** shown on **your schedule**.
- Anything set out in the General Exclusions section of this Policy.
- Damage due to a fault or limit of design, manufacture, construction, or installation.
- Loss or damage that happens after the **home** has been left **unoccupied**.

What is not covered under the whole of section 1 (items 1 to 20)

We will not cover:

- The **excess(es)** shown on **your schedule**.
- Damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson, **we** have approved.
- Anything set out in the General Exclusions section of this Policy.
- Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee

Section 2. Accidental damage to buildings

Guidance notes

This section of your Policy extends the accidental damage cover given under section 1 to cover other types of accidental damage as well. It explains what is and is not covered.

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to the **buildings** caused by any of the following:

What is covered under item 1

1. Extra **accidental damage** to **buildings**.

   We will provide cover for all other **accidental damage** to the **buildings** that is not covered by section 1 of this Policy.

What is not covered under item 1

We will not cover:

- The **excess** shown on **your schedule**.
- Anything set out in the General Exclusions section of this Policy.
- Damage due to a fault or limit of design, manufacture, construction or installation.
- Loss or damage that happens after the **home** has been left **unoccupied**.
- Damage caused by wear and tear, **settlement**, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually.
- Damage caused by water entering the **home** regardless of how this happened (other than that covered under section 1 of this Policy);
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**.
- Damage caused by faulty or unsuitable materials or design or poor workmanship.
- Damage caused by building alterations, renovations, extensions or repairs.
- Damage excluded under section 1;
- Maintenance and normal redecoration costs.
- Damage by **subsidence**, **heave** or **landslip**.
- Damage caused by paying guests or tenants.

What is not covered under the whole of section 2

We will not cover:

- The **excess(es)** shown on **your schedule**.
- Damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson, **we** have approved.
- Anything set out in the General Exclusions section of this Policy.

Buildings conditions

The following conditions apply to sections 1 and 2 of this Policy.

Guidance notes

These conditions apply only to sections 1 and 2, however the General terms and conditions set out elsewhere in the Policy apply to all sections of the insurance.

1. The Sum Insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property "as new".

If **you** are under insured, which means the cost of replacing or repairing the **Buildings** as new at the time of the loss or damage is more than **your** sum insured for the **Buildings**, 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 **Buildings, we** will only pay one half of the cost of repair or replacement.

2. Settling claims

We can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available. If **we** are able to replace the property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **building sum insured** shown on **your schedule,** unless otherwise stated.

We will not reduce the **sum** (or sums) **insured** by the amount paid under any claim.

If **we** accept a claim under section 1 or 2 **we** will also pay for the following:

- Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes;
- The cost of demolishing or supporting the damaged parts of the **buildings** which we have agreed to pay;
- The cost of meeting building regulations or municipal or local authority byelaws.

Guidance notes

*Where **we** refer to the term 'reasonable' in section 1, items 13 and 17 **we** mean that **we** will pay costs for goods and services which are competitive in the relevant marketplace.*

What we will not pay

We will not cover:

- Fees for preparing any claim;
- Any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage;
- **We** will not pay for any reduction in the market value of the **home** as a result of an insurable event.

3. Pairs, sets, collections and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of uniform nature, design or colour.

Section 3. Contents

Guidance notes

*This section of **your** Policy provides cover for loss or damage to **your** contents inside the home. It explains what is and is not covered.*

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to the **contents** in the **home** caused by any of the following:

What is covered under items 1 and 2

1. Fire, explosion, lightning, earthquake.
2. Smoke.

What is not covered under item 2

We will not cover loss or damage:

- that happens gradually, or
- Caused by smoke where there was no fire.

What is covered under item 3

3. **Storm** or flood.

What is not covered under item 3

We will not cover loss or damage that happens gradually.

What is covered under items 4 and 5

4. Riot, civil unrest, strikes, or labour or political disturbances.
5. Malicious people or vandals.

What is not covered under items 4 and 5

Under items 4 and 5 **we** will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying **your** power.

Under item 5 **we** will not cover loss or damage:

- Caused by paying guests, tenants or **you**.
- That happens after the **home** has been left **unoccupied**.

What is covered under item 6

6. Being hit by:

- Aircraft or other flying objects or anything falling from them.
- Collision by an animal or a vehicle

What is not covered under item 6

We will not cover loss or damage: caused by collision by any vehicle under the supervision of you or any member of your household/family unless you or they have had sufficient training.

What is covered under item 7

7. Water escaping from water tanks, pipes, equipment or fixed heating systems.

What is not covered under item 7

We will not cover loss or damage:

- That happens after the **home** has been left **unoccupied**.
- Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

What is covered under item 8

8. Heating fuel leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.

   The most **we** will pay for any one claim under the Policy is up to £1,500.

What is not covered under item 8

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Accidental loss of metered water (e.g. accidentally leaving a tap running).

What is covered under item 9

9. Theft or attempted theft.

   The most **we** will pay is up to £2,500 for any one claim for theft or attempted theft of **contents** from any **outbuildings** within the boundaries of the **home**.

What is not covered under item 9

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Theft by deception, unless deception is used only to get into the **home**.
- Theft of **personal money**, unless someone has broken into **your home** by using force and violence or has got into the **home** by deception.
- Theft if **you** live in a self-contained flat and the theft is from any part of the **building** that other people have access to;
- Theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception.
- Theft of any pedal cycle valued at more than £500 unless the pedal cycle:
  - Has been specified on **your schedule**.
  - Is securely locked to an object that cannot be moved; or
  - Securely locked to an object that cannot be moved in a locked **building** or **outbuilding**.
- Loss or damage caused by paying guests, tenants or **you**.
- More than the limit shown for any one claim involving theft from **outbuildings**.

What is covered under item 10

10. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

What is covered under item 11

11. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.

What is not covered under item 11

We will not cover:

Damage caused by:

- Riverbank or coastal erosion.
- Faulty or unsuitable materials, design, or poor workmanship.

What is covered under item 12

12. Falling trees or branches.

What is not covered under item 12

We will not cover

- Where **You** have been put on notice by the Local Authority or other Government agency that the tree or branch is unsafe.

What is covered under item 13

13. **Contents** temporarily removed from the **home.**

We will provide cover up to 20% of the **sum insured** on **contents** for loss or damage to **contents** caused by items 1 to 12 of section 3 while such **contents** are temporarily removed from the **home** to:

- Any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time education), employed or working in the United Kingdom or the Isle of Man.

What is not covered under item 13

We will not cover:

- More than the limit shown under item 9 for loss or damage to **contents** in or from **outbuildings**.
- Loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in;
- Loss or damage caused by **storm** or flood to **contents** that are not in a building.
- Loss or damage if the **contents** have been removed for sale or exhibition or placed in a furniture depository.

What is covered under item 14

14. **Contents** in the garden of **your home**.

We will provide cover for loss of or damage to the **contents** caused by items 1 to 12 of section 3 happening in the open but within the boundaries of the **home**.

The most **we** will pay for any one claim under the Policy is up to £1,000.

What is not covered under item 14

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Theft of pedal cycles unless securely locked to an object that cannot be moved.
- **Contents** not suitable or designed to be left in the garden or outside.

What is covered under item 15

15. Food in freezers

We will provide cover for loss or damage to food stored in a freezer in the **home** caused by:

- A rise or fall in temperature.
- Contamination by freezing agents.

The most **we** will pay for any one claim is up to £1,000.

What is not covered under item 15

We will not cover loss or damage caused by a deliberate act or strikes by the company (or its employees) supplying **your** power.

What is covered under item 16

16. Domestic heating oil and loss of metered water.

We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment, or fixing heating systems.

We will provide cover for loss or damage arising from pollution or contamination of land at the **home** caused by oil leaking from a domestic heating oil installation at the **home**.

The most **we** will pay for any one claim under the Policy is up to £1,500.

What is not covered under item 16

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Accidental loss of metered water (e.g. accidentally leaving a tap running);
- Loss or damage that happens gradually.

What is covered under item 17

17. Loss of rent and the cost of alternative accommodation.

If the **home** cannot be lived in due to the damage which would be covered under section 3, items 1 to 12 and as a result it cannot be lived in, **we** will pay for:

- Rent payable to **you** or (if not otherwise insured) reasonable accommodation expenses **your** tenant has to pay.
- Reasonable additional accommodation expenses for **you** and **your domestic animals**.

The most **we** will pay is up to 20% of the **sum insured** for **contents,** until the **home** is ready to live in.

Guidance notes

*When **we** refer to reasonable additional accommodation expenses, this means that **we** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. **We** are happy to discuss this with **you** and will help to find suitable accommodation for **you**.*

What is covered under item 18

18. Fatal injury benefit.

We will pay £3,000 if **you** die as a result of injury caused by fire, explosion, lightning or intruders.

For **us** to pay a claim, **your** death must happen within three months of the incident.

The most **we** will pay under the Policy is £3,000 in any one period of insurance.

What is covered under item 19

19. Household removals.

We will cover **contents** accidentally damaged or stolen during professional removal from the **home** to **your** new permanent home, or one that **your** tenant will occupy, (including while in temporary storage for up to seven days) within the United Kingdom or the Isle of Man.

What is not covered under item 19

We will not cover **personal money**, jewellery, watches, items of gold or platinum, stamps, and coins.

What is covered under item 20

20. Religious festivals and wedding gifts.

We will increase the **sum insured** for **contents** by up to 10%:

- During any month in which **you** celebrate a religious festival, to cover gifts and food bought for the occasion.
- During the 30 days before and 30 days after **your** wedding day to cover wedding gifts.

What is covered under item 21

21. Occupiers, personal and employer's liability

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injuries or illness.
- Accidental loss or damage to property.

Happening during the period of insurance in:

- The United Kingdom and the Isle of Man for the **period of insurance**, and anywhere in the world for a maximum period of 30 days in any period of insurance and arising:
- As occupier (not as owner) of the **home** and its land;
- In a personal capacity (not as occupier or owner of any building or land) during a temporary visit;
- As employer of a **domestic employee**.

We will not pay more than £5,000,000 for any one incident of occupiers and personal liability, unless a claim is made against **you** by a **domestic employee** where the injury or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is £10,000,000 for employer's liability).

This will include any costs and expenses incurred by **you** which **we** have agreed to in writing.

What is not covered under item 21

We will not cover liability in connection with:

- **You** owning land, buildings or other fixed property;
- **You** living in or occupying land or buildings other than the **home** or its land;
- Aircraft other than pedestrian controlled radio-controlled toys or models but excluding radio-controlled drones.
- **You** (or anyone on **your** behalf) owning, possessing, or using any **motorised vehicle**.
- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
    - Those only propelled by oars or paddles.
    - Pedestrian-controlled toys or models.
- Deliberate or malicious acts.
- The transmission of any communicable disease or virus by **you**.
- Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- Any agreement or contract except to the extent that **you** would have been liable without that agreement or contract.
- Any trade, business, or profession.
- Loss or damage to property which belongs to **you** or is in **your** care or control.
- Bodily injury or illness to **you.**

For claims involving liability for bodily injury to or illness of a **domestic employee** working for **you** the following exclusions do not apply:

- **You** owning land, buildings or other fixed property;
- **You** living in or occupying land or buildings other than the **home** or its land;
- Aircraft other than pedestrian controlled radio-controlled toys or models, but excluding radio controlled drones;
- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
    - Those only propelled by oars or paddles.
    - Pedestrian-controlled toys or models.
- Deliberate or malicious acts.
- The transmission of any communicable disease or virus by **you**.
- Any trade, business or profession.

Guidance notes

*This guidance note applies if **you** are the owner but not the occupier of the home insured by this Policy Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If **you** are the owner but not the occupier of the building, please remember that the occupier's personal and employer's liability does not cover **your** legal liability as the owner of the home and its land. To protect yourself, **you** will need to arrange buildings insurance which provides **your** liability to the public cover.*

***The Dangerous Dogs Act 1991** imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act dangerously out of control. For further guidance please see the Office of Public Sector Information Website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.*

What is covered under item 22

22. Tenant's liability

We will provide cover if **you** are legally responsible as a tenant for:

- Loss or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord by any of the items listed under section 3.
- **Accidental damage** to:
    - Fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns.
    - Cables, pipes, septic tank and drain inspection covers which serve the **home**. Cover includes up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

The most **we** will pay for any one claim under this Policy is £1,000.

What is not covered under item 22

We will not cover:

- Loss or damage excluded under section 3;
- Loss or damage caused by building work which involves alterations, renovations extensions or repairs;
- Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

What is covered under item 23

23. Emergency access to **home** and garden.

We will provide cover for damage to **contents** following necessary access to the **home** by the emergency services to deal with a medical emergency or to prevent damage to the **home**.

The most **we** will pay for any one claim under the Policy is up to £1,000.

What is covered under item 24

24. **Accidental damage** to home entertainment equipment, mirrors and glass.

We will provide cover for **accidental damage** to:

- Television sets (including digital and satellite receivers), DVD and Blue-Ray players, video players and recorders, games consoles, home computers and audio equipment in the **home**.
- Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**;
- Mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

What is not covered under item 24

We will not cover:

- Games consoles, audio/visual equipment, laptops or computer equipment designed to be portable, laptops, tablets, mobile phones;
- Digital/video cameras and satellite navigation systems;
- Radio transmitters, mobile phones and hearing aids;
- Damage caused by fitting a battery incorrectly.

What is not covered under the whole of section 3

We will not cover:

- The **excess(es)** shown on **your schedule**;
- Property insured by any other Policy;
- Documents of any kind except **personal money**, passports and the title deeds to **your home**;
- **Motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these, golf carts or buggies;
- Any part of the structure of the **home** including ceilings, wallpaper and the like;
- Items used for business or professional purposes (except **home office equipment**);
- Any living creature;
- Damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss in value;
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals;**
- Damage caused by wear and tear or anything which happens gradually;
- Anything set out in the General Exclusions section of this Policy;
- Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee.

Section 4. Accidental damage to contents in the home

Guidance notes

*This section of **your** Policy extends the accidental damage cover given under section 3 to cover other types of accidental damage as well. It explains what is and is not covered.*

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to **contents** in the **home** caused by any of the following:

What is covered under item 1

1. Extra **accidental damage** to **contents** in the **home**.

   We will provide cover for all other **accidental damage** to **contents** whilst in the **home** that is not covered by section 3 of this Policy.

What is not covered under item 1

We will not cover:

- Food and stamps;
- Damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
- Damage caused by water entering the **home** regardless of how this happened (other than that covered under section 3 of this Policy);
- Any loss that is not the direct result of the insured incident itself;
- Damage which is excluded under section 3;
- Loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.

What is not covered under the whole of section 4

We will not cover:

- The **excess** shown on **your schedule**;
- Damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss in value;
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**;
- Damage caused by wear and tear or anything which happens gradually;
- Anything set out in the General Exclusions section of this Policy.

Contents conditions

The following conditions apply to sections 3 and 4 of this Policy.

Guidance notes

These conditions apply only to sections 3 and 4, however the General terms and conditions set out elsewhere in the Policy apply to all sections of the insurance.

1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property "as new" (apart from clothing where a deduction may be made for wear and tear and loss in value).

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 **contents**, **we** will only pay one half of the cost of repair or replacement.

2. Settling claims

We can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item in its equivalent condition.

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where **we** will take off an amount for depreciation.

Depreciation Table	
Age of Item(s)	**Cost of Repair**
Less than 3 Years	Repair or replacement as new with an item of similar type of equivalent specification;
Between 3 and 5 Years	30% Reduction for wear and tear;
Between 5 and Seven Years	60% reduction for wear and tear;
More than 7 Years	100% reduction for wear and tear;

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **sum insured** for **contents** shown on **your schedule,** unless otherwise stated.

We will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **your schedule**.

3. Valuables

We will not pay more than 30% of the **sum insured** for **contents** in respect of **valuables** and no more than £3,000 for any one item of **valuables,** unless the item is specified on **your schedule**.

4. Pairs, sets, collections and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

5. Items valued over the single item limit

We will not pay more than £3,000 for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified in **your schedule**, **you** will need to provide proof of the item's value.

6. Proof of value and ownership

It is **your** responsibility to prove to **us** any loss that **you** claim for. **We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value prior to providing cover for the item or at the time of loss.

Section 5. Personal possessions

Guidance notes

*This section of **your** Policy provides cover on certain items whilst away from **your** home, anywhere in the world for 30 days maximum. This section is only available if **you** have selected section 3 or sections 3 and 4.*

This section only applies when shown on **your schedule** as insured and is only available if **you** have selected section 3 or sections 3 and 4.

What is covered under item 1

1. Unspecified and specified personal possessions.

   Theft, accidental loss or damage to **your** unspecified and specified **personal belongings** as shown on **your schedule** whilst in and away from the **home** in the United Kingdom and the Isle of Man, for the **period of insurance** and anywhere in the world for a maximum period of 30 days in any period of insurance.

   This cover only applies when shown on **your schedule**.

   The most **we** will pay for any one item of **personal belongings** is up to £3,000 unless the item is specified on **your schedule**.

What is not covered under item 1

We will not cover:

- Mobile phones or tablets.

What is covered under item 2

2. **Personal money**, credit and debit cards.

   Personal money, credit and debit cards in and away from the **home** in the United Kingdom and the Isle of Man, for the **period of insurance** and anywhere in the world for a maximum period of 30 days in any period of insurance.

   This cover only applies when shown on **your schedule**.

   We will cover loss of:

   - **Personal money**;
   - Credit and debit cards held for social, domestic or charitable purposes. Credit and debit cards are only insured against loss if they are used by someone without **your** permission following loss or theft.

   We will also cover any costs **we** have agreed to in writing before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

   The most **we** will pay for any one claim under the Policy is up to £1,000 for **personal money** and £1,000 for credit and debit cards.

Guidance notes

*Under current regulations when a card is lost or stolen (or the card details obtained fraudulently) if the cardholder has acted reasonably and followed the card terms and conditions, he/she will be able to reclaim most (if not all) of the unauthorised charges from the card issuer. There are certain exceptions when the card issuer may charge a limited amount (currently £50) for charges made before they are told of the card loss or misuse. **Our** cover will reimburse the cardholder within the has Policy terms for unrecoverable charges.*

What is not covered under item 2

We will not cover:

- Losses not reported to the police;
- Losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- Any business credit/debit cards.

What is covered under item 3

3. Pedal cycles (unspecified and specified).

   This cover only applies when shown on **your schedule**.

   We will provide cover for loss of or damage to **your** pedal cycles in and away from the **home** in the United Kingdom and the Isle of Man, for the **period of insurance** and anywhere in the world for a maximum period of 30 days in any period of insurance.

   The most **we** will pay for any unspecified pedal cycle is up to £500.

   The most **we** will pay for any specified pedal cycle will be the amount shown on **your schedule**.

What is not covered under item 3

We will not cover:

- Theft unless the pedal cycle is:
  - In **your** immediate custody and control; or
  - Securely locked to an object that cannot be moved; or
  - Securely locked to an object that cannot be moved in a locked building or **outbuilding.**

What is not covered under the whole of section 5

We will not cover:

- The **excess(es)**shown on **your schedule**;
- Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- Loss or damage caused by wear and tear, light weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- Loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss or damage to sports racquets, sticks, bats and clubs while in use;
- Confiscation or detention by Customs or other officials;
- Loss in value;
- Any loss that is not the direct result of the insured incident itself;
- Business or professional use of musical instruments, photographic and sporting equipment and accessories;
- Any loss or damage covered by another Policy;
- Theft, attempted theft or malicious damage caused by paying guests, tenants or **you;**
- Theft by deception, unless deception is used only as a way to get into the **home**;
- Business goods and equipment;
- Furniture, furnishings, household goods and equipment, food and drink;
- Bonds, stocks, shares and documents of any kind, other than driving licences and passports;
- **Motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these, golf carts or buggies;
- Any living creature;
- Anything set out in the General Exclusions section of this Policy.

We will not cover the following items unless they are specifically shown on **your schedule**:

- Snowboards, skis (including sticks and bindings), water skis, sub- aqua equipment and riding tack;
- Contact, corneal cap or micro lenses and hearing aids;
- Any pedal cycle valued over £500, and their parts, spares or accessories;
- **Personal money**, credit and debit cards.

Special Sub limit For Theft from Motorised Vehicles

We will not pay more than £1,500 in total for any one incident of theft from an unattended **motorised vehicle** (this limit applies in total to all property covered under section 5 except for item 3).

Personal possessions conditions

The following conditions apply to section 5 of this Policy.

Guidance notes

These conditions apply only to section 5 however the General terms and conditions set out elsewhere in the Policy apply to all sections of the insurance.

1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property "as new" (apart from clothing where a deduction may be made for wear and tear and loss in value).

If at the time of loss, the **sum insured** is too low **we** will not settle claims on an "as new" basis and will reduce any payment to reflect wear and tear.

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 contents, 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 personal possessions, we will not apply the discount if the value of the personal possession damaged is within 15% of appropriate valuation of the damaged items as determined by our loss adjusters.

2. Settling claims

We can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item in its equivalent condition.

A deduction for wear and tear will apply for clothing.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the sum insured for personal possessions and any specified items shown on **your schedule** unless otherwise stated.

We will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **your schedule**.

3. Valuables

We will not pay more than 30% of the **sum insured** for **contents** in respect of **valuables** and no more than £3,000 for any one item of **valuables** unless the item is specified on **your schedule**.

4. Pairs, sets, collections and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design, or colour.

5. Items valued over the single item limit

We will not pay more than £3,000 for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified in **your schedule**, **you** will need to provide proof of the item's value.

6. Proof of value and ownership

It is **your** responsibility to prove to **us** any loss that **you** claim for. **We** recommend that **you** keep copies of receipts valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value prior to providing cover for the item or at the time of loss.

Section 6.

KEY PROTECTION INSURANCE

INTRODUCTION

Thank **you** for choosing Key Protection Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance.**

CONSUMER INSURANCE ACT

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

a) Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
b) To make sure that all information supplied as part of **your** application for cover is true and correct.
c) Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

COOLING OFF PERIOD

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

To cancel this policy please contact the broker who sold it to **you.**

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

DEFINITIONS

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

Annual Claim Limit	The most **we** will pay in the **period of insurance** as shown in **your policy schedule**.
Claims Administrators	Davies Group.
Duplicate Key	A spare key for **your** home or vehicle.
Emergency Situation	A dependent is left alone and unsupervised, or if there is serious or immediate danger to **you** or **your** vehicle, home or belongings.
Immediate Family Member	Husband, wife, civil partner, live-in partner and their parents, children, stepchildren, adult children, or adult stepchildren.
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 changes to the existing locks to enable a new key to replace an **insured key**.
Onward Transport Costs	Transport costs for getting **you** and **your** vehicle to **your** original destination or **your** home, up to a maximum of £75.
Period of Insurance	The period stated in **your policy schedule** that this policy is in force for.
Policyholder	The person named in **your policy schedule.**
Policy Schedule	The separate document **we** send **you** that includes details about **you** and what **you** are covered for.
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 that is required following the replacement of the **insured key**.
Territorial Limits	United Kingdom, Channel Islands and Isle of Man.
We/Us/Our/Insurer	Collinson Insurance.
You/Your	The **policyholder** and any **immediate family member** permanently living at the same address as the **policyholder**.

WHAT IS COVERED

If an **insured key** is lost, accidentally damaged or stolen, **we** will pay up to the values shown in the table below.

What Is Covered	We Will Not Pay
1. Locksmith Charges: **We** will pay up to the **annual claim limit** 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 **your** home, vehicle, or property.	• Any charges or costs incurred for the attendance of a locksmith or other tradesman at a particular location, and **you** are not there. • 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**.
2. New Locks (including reprogramming of immobilisers, infrared handsets, and alarms): **We** will pay up to the **annual claim limit** for **new locks** if there is a **security risk** to **your** home, vehicle, or **property** due to the loss/theft of **an insured key.**	• For replacement locks of a higher standard or specification than those needing to be replaced. • For locks which are damaged before the loss, theft, or accidental damage of an **insured key**.
3. Replacement Keys: **We** will pay up to the **annual claim limit** for **replacement keys** (including any immobiliser, infrared handset and/or alarm which is integral to any **insured key**) if an **insured key** is lost by, stolen from, or accidently damaged by **you**.	• For more than two keys per lock, per claim. • For **replacement keys** of a higher standard or specification than those needing to be replaced.
4. Onward Transport Costs: **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**.	• More than £75 per claim for **onward transport costs**.
5. Vehicle Hire: **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**.	• More than £40 per day for a hire vehicle. • Vehicle hire charges after the third day of hire.
6. **Accommodation Costs:** **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**.	• More than £120 per claim for accommodation costs.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Any amount over the **annual claim limit** within the **period of insurance**.
2. Sums claimed for more than the values detailed in the table above.
3. Any **insured event** that **you** don't report to the **claims administrators** within 30 days of discovering it.
4. Any **insured event** outside of the **territorial limits**.
5. Any claim **you** don't provide valid receipts or invoices for within 120 days of the **insured event.**
6. Any claim for the theft of **your insured key(s)** unless **you** have reported the theft to the police and got a crime reference number.
7. More than two **replacement keys** per lock.
8. **Insured keys** lost or stolen from someone other than **you**.
9. Any associated costs (other than the cost of replacing the **insured key**) where **duplicate keys** are available.
10. 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**.
11. Any loss of earnings or profits which **you** suffer as a result of the loss or theft of an **insured key**.
12. Claims arising from any deliberate or criminal act or omission by **you**.
13. Loss or theft of an **insured key** which occurs outside the **period of insurance**.
14. Claims arising as a result of **your** failure to take all necessary steps to safeguard an **insured key.**
15. Any claim resulting from war and/or terrorism.
16. Loss caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.

CONDITIONS APPLICABLE

1. Right of Recovery - **we** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this policy.
2. Other Insurance – If **you** were covered by any other insurance following the **insured event**, which resulted in a valid claim under this policy, **we** will only pay **our** proportionate share of the claim.
3. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands or the Isle of Man.
4. **We** have the right to approach any third party in relation to **your** claim.
5. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

HOW TO MAKE A CLAIM

Your Key Protection claim will be handled on the **insurer's** behalf by Davies Group Limited.

To make a **Key Protection** claim, go to:

https://keyclaims.davies-group.com

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** on 0344 856 2270 to inform **us** about **your** claim.

Supporting documents

When **you** make a car key claim, **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 our discretion, ask for supporting documents, such as, but not limited to evidence of address.

Theft

We will not deal with theft claims if **you** haven't reported it to the Police and/or don't have a crime reference number.

Maximum number of claims

You can make as many claims as **you** need to within the **period of insurance**. The most **we** will pay in each **period of insurance** will not exceed the **annual claim limit**.

CLAIMS SETTLEMENT

Your claim will be handled on a 'pay and claim' basis. **You** will have to pay the costs upfront and then **we** will pay **you** back once **you** have sent **us** valid receipts/invoices.

If a **duplicate key** exists, **we** will only reimburse **you** for the cost of the replacement key, unless you are in an **emergency**. In which case **we** will reimburse **you** for the costs incurred subject to the terms and conditions of this policy.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and 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) Where **we** reasonably suspect fraud.
b) Non-payment of premium.
c) Threatening and abusive behaviour.
d) Non-compliance with policy terms and conditions.
e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact Davies Group:

- Email: customer.care@davies-group.com
- Tel: 0344 856 2015

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

COMPENSATION SCHEME

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.

DATA PROTECTION

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).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

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, crime prevention organisations 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 https://cifas.org.uk/fpn and https://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 **you** have with **us**.
- 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 and 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: 3 More London Riverside, London, SE1 2AQ

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 in
accurate.

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.

Section 7. 24/7 Legal Advice Helpline and Identity Theft cover

The 24/7 Free Legal Advice Service and Identity Theft section of cover has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting https://register.fca.org.uk/. Our Financial Service Register number is 202915.

Financial and Legal Insurance Company Limited have appointed Lexelle Limited to administer section 7 of **your** insurance. Lexelle Limited are authorised and regulated by the Financial Conduct Authority, register number 312782.

Lexelle Limited can be contacted at:
Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Tel: 0114 350 4107
Email: assist@lexelle.com

You should contact them if **you** have any questions about section 7 of **your** insurance

Definitions of terms used:

Wherever the following words or phrases appear in bold text in this section, they will have the following meanings:

Administrator
Lexelle Limited

Free legal advice
Initial verbal **legal advice** over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

Insured
The person named in the **schedule** to this Policy.

Legal advice
Means any advice provided by **our** or the **administrator**'s in-house legal advisors to assist **you** in **your** claim**.**

Principal home
The property identified in the **schedule** to this policy and where **you** are listed on the electoral roll.

Schedule
The document that shows **your** details and the insurance provided that forms part of this contract of insurance.

We, Us, Our, Insurer
Financial & Legal Insurance Company Limited

You, your
The person named as the **insured** in the **schedule** to this policy or any member **o**f **your** family (including civil partners and children for whom **you** or **your** spouse/civil partner are the legal guardian) permanently residing with **you** at the **principal home.**

24/7 Free legal advice service

Guidance notes
This section of your policy provides a 24/7 free legal advice service over the telephone, this service is only available for legal issues falling under the jurisdiction of the courts of England, Wales, Scotland & Northern Ireland.

Service Provision

The helpline only provides **free legal advice** for **your** personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist **you** to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The **free legal advice** helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 **free legal advice** helpline**, you** must have **your** policy number and name of the organisation who sold **you** this insurance and call **Tel: 0333 400 8217**

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

Using the helpline service, does not constitute notification of a claim which must not be delayed whilst using the **free legal advice** helpline. Please refer to the "Telling us about a claim" section described on page 3 above, delays in making a claim may reduce or prevent **you** from receiving assistance under the policy.

You must not rely on the **free legal advice** instead of reporting a claim.

We cannot be held responsible if any of the Helpline Services become unavailable for reasons outside of **our** control.

The **free legal advice** cannot assist with matters that would fall outside of the following jurisdictions: England & Wales, Scotland or Northern Ireland.

Identity Theft

Guidance notes
This section of your policy provides cover to reimburse you for reasonable costs you may incur that are caused by another party stealing and using your Identity.

What is Insured?

This section of **your** policy provides cover to reimburse the reasonable costs **you** incur whilst reinstating and correcting any wrongful debt or data recorded against **you** caused by another party not authorised to act on **your** behalf stealing and using **your** identity.

Where **your** identity has been used by another person without **your** authority or knowledge, which has resulted in **you** allegedly being responsible for debt, financial loss or it effects **your** credit rating **we** will:

- Reimburse **your** costs reasonably incurred in resolving the issues up to the maximum sum of £5,000 (costs will need to be evidenced e.g. via bills or invoices).

You must obtain **our** agreement prior to incurring any costs in excess of £250.

We will pay **your** lost salary or wages for the time that **you** are unable to work whilst attending court or the Police, that are not payable by or recoverable from the court or **your** employer. Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **we** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;

In any event **we** will not pay more than £100 a day.

Conditions Relating to Identity Theft

Failure to adhere to the follow may result in **your claim** for cover under the Identity Theft being rejected:
Within 24 hours of discovering **your** identify has/may have been stolen **you** must:

i. contact all **your** bank or other financial institution/payment or credit card providers to inform of the theft/potential theft
ii. cancel all affected payment/credit cards
iii. freeze any affected account and cancel any connected cards
iv. report the matter to the police and obtain a crime reference number
v. take all reasonable steps to minimise any loss or further damage to **your** identity/credit rating or potential liability

What is not Insured?

a) Where the identity theft relates to **your** business, profession or occupation;
b) Correcting errors in **your** personal data not caused by the theft of **your** identity;
c) There is no cover for lost income or other losses suffered by a business or a self-employed person;
d) There is no cover for loss of bonus or overtime;
e) Where the matter has been caused by **your** failure to safeguard personal information, PIN numbers or passwords, this includes where **you** pass such information to the identity thief via email, or telephone.

Important information about your insurance with us

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **Z561011X.**

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "you/your” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. You can get more information about this by viewing **our** full privacy notice online at http://financialandlegal.co.uk or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

General terms and conditions

Guidance notes

*So far **you** have seen conditions which are specific to each section of cover. The terms and conditions set out below apply to the whole of this insurance. They explain **your** responsibilities under this contract of insurance.*

THESE GENERAL TERMS AND CONDITIONS APPLY TO THE INSURANCE SECTION 1-5

These terms and conditions apply to all sections of the Policy. If **you** do not perform or comply with a term or condition, **we** might not be under any obligation to pay anything under the terms of this Policy.

1. Your duties to us

- **You** must keep property that is insured under **your** Policy in good condition.
- **You** must make sure **your home** and any **outbuildings** are left secure whenever **you** leave them unattended by closing all accessible windows and closing and locking all external doors.
- **We** will only provide the cover described in this Policy and **schedule** if:
    - The premium has been paid for the current **period of insurance**; and
    - **You** and anyone claiming under this insurance has met all the conditions contained in this Policy, **schedule**, and any **clauses** applied to the insurance; and
    - The information **you** provided, or which was provided on **your** behalf and which forms **your** proposal for insurance or is contained in any declaration is, to the best of your knowledge and belief, correct and complete; and
    - **You** provide us with co-operation and assistance throughout the duration of this insurance, for example if **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim or, where applicable, renew **your** insurance with them; and
    - **You** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.
- **Your** premium is based on information **you** supplied to the firm that arranged **your** insurance with **us** at the start of the insurance, subsequent alteration or renewal. **You** must tell the firm that arranged **your** insurance with **us,** the broker or insurance advisor or **us** immediately of any change to that information.
- If **you** or anyone acting on **your** behalf at any time acts abusively or makes in appropriate comments (for example but not limited to those of a sexual nature), to employees of, the **broker or insurance advisor,** that arranged **your** insurance**,** then cover will cease immediately. Where applicable, **you** will be provided with a proportionate refund of premium.

2. Your Policy

The following elements form the contract of insurance between **you** and **us** please keep them in a safe place:

- The information **you** provided, or which has been provided on **your** behalf when **you** took out insurance with **us** in either electronic form or paper copy;
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract;
- **Your** Policy;
- **Your schedule**;
- Any **clauses** endorsed on **your schedule**;

3. Claims – your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this Policy **you** must:

- You must notify the **claims service provider** as soon as reasonably possible, and in any event no later than 7 days, following any incident likely to give rise to a claim. You must also immediately take reasonable actions to minimise or prevent further loss or damage, such as turning off the water supply. Full written details of the incident, together with any additional information we require to support your claim, must be provided as soon as reasonably possible. Failure to comply may prejudice our position and could result in a reduction of the amount payable under your claim.
- **You** must take all reasonable steps to mitigate the loss or reduce further damage or injury occurring. For example, by turning off the water supply or electricity at the earliest possible opportunity. Failure to do so may result in your claim not being paid in full.
- **You** must forward to the **claims service provider** 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 loss.
- **You** must not admit liability or offer or agree to settle any claim without **our** prior written permission.
- **You** must provide **us** with proof of **value** and ownership of the item. This evidence must be in the form of a professional valuation or purchase receipt. Failure to provide the required information may result in your claim not being paid.

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

You must tell the broker or insurance advisor that arranged **your** insurance with **us,** or **us** about any other insurance contracts **you** have in place that provides the same or similar insurance cover as this Policy.

If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases Insurer claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.

Guidance notes

Your *Policy is intended to cover* ***you*** *against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.* ***It is not a maintenance contract****.*

To help the ***us*** *settle* ***your*** *claim it is* ***your*** *responsibility to prove any loss and therefore* ***we*** *may ask* ***you*** *to provide receipts, valuations, photographs, instruction booklets, and guarantee cards and any other relevant information, documents and assistance they may require to help with* ***your*** *claim.*

4. Our Rights

We shall have absolute discretion in the conduct of the settlement of any claim and **you** must give **us** and the **claims service provider** whatever co-operation, information and assistance is necessary.

We will be entitled, at **our** cost, but in **your** name to take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise and **we** will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

We or the **claims service provider** shall at all times be allowed free access to inspect any insured property, including property damaged that **you** are claiming for.

You cannot abandon property to **us.**

If **you** owe **us** premium or claims monies under this, or any other insurance Policy **you** hold with **us**, **we** may deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **we** owe to **you**. In the event **your** debt is not extinguished, or **we** are unable to deduct the amount owed for any reason, this condition does not prevent **us**, from pursuing **you** separately for any balance owed.

5. Policy limits

For any claim or series of claims covered by this Policy **we** will pay:

- Up to the limit shown against each item under each section and any amounts shown on **your schedule;** or
- Any lower amount for which **we** can settle **your** claim.

Once **we** have made payment **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred with **our** permission before the payment date, or reclaiming any costs and expenses incurred by **us**.

6. Fraud

If **you,** or anyone acting on **your** behalf, upon applying for cover, renewing the Policy, amending the Policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this Policy may be declared void (where permitted by law) or otherwise cancelled immediately and **you** will not be entitled to a refund of premium**.** Any claims made against the Policy will also not be paid. Where the full premium has not been paid, for example **your** payment has failed, been subsequently recalled or **you** have outstanding monthly instalments, **we** will seek to enforce payment of the premium in full.

We may also take legal action against **you**.

7. Other insurance

If **you** make a claim for loss or damage under **your** Policy that is also covered by any other insurance and/or maintenance contract, **we** will only pay **our** proportionate share of the claim.

8. Index linking

We may increase the **sum insured** shown on **your schedule** to allow for increases in the cost of living in line with the retail price index for House Rebuilding Cost index for **buildings**. **We** may do this every month and update the **sum insured** when **your** Policy is due for renewal.

The new **sum insured,** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls. **We** will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

Guidance notes

Index linking does not replace the need to insure the buildings for the correct sum insured. It is important that the correct sum insured is used after which, index linking will maintain the sum insured in line with price inflation.

9. Joint Policy holders

If there is more than one Policy holder named on the **schedule** any of them can amend the Policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a Policy holder from the Policy **we** can only accept authority from that person, by a court order, or by the written agreement of that person's representative (if he or she has died).

10. 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.

General Exclusions

Guidance notes

*So far **you** have seen exclusions which are specific to each section or items of cover. The General exceptions set out below apply to the whole of this insurance. They explain what is excluded under this contract of insurance*.

THESE GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THE INSURANCE

These exclusions apply to all sections of the Policy. This Policy does not cover:

1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not);
- Civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism, or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as an act or acts including, but not limited to:

- The use or threat of force and/or violence and/or;
- Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

Caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

The terrorism exclusion applies in respect of sections 1 to 5 of this Policy.

3. Other actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- Any action taken in controlling, preventing, suppressing or in any way relating to:
    - War
    - Terrorism

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 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.

4. Radioactivity

Loss, damage or liability which involves:

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- The radiation, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft traveling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- A sudden and unexpected accident which can be identified;
- Oil leaking from a domestic heating oil installation at the **home**.

The cost of removing nullifying or cleaning up Pollutants;

Fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants.

7. Deliberate or criminal acts

Any loss or damage:

- Deliberately caused by; or
- Arising from a criminal act caused by;

You or any person living with **you**.

8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this Policy started.

9. 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.

10. 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.

11. 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.

12. Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

13. 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.

14. 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.

15. Faulty Workmanship

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

No claim discount (only applicable to sections 1 to 5)

If **you** make a claim under **your** Policy, **we** will reduce **your** no claim discount under that section at renewal.

If **you** do not make a claim under **your** Policy, **we** will increase **your** no claim discount each year at the renewal date of **your** Policy until **you** reach **our** maximum of 5 years.

We do not grant no claims discount on policies running for less than 12 months.


PARAGON