

Paragon

MONUMENT INSURANCE CERTIFICATE



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Introduction

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.

This is **your** Certificate of Home Insurance. This Certificate, **your schedule** of insurance and any **endorsement** applying to **your** Certificate make up **your** insurance documents.

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

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

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

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

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

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

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** Certificate 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** Certificate could be invalid.

Changes that may affect **your** cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this Certificate.

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 Certificate is governed by English law.

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

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

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



Paul Barnard
For and on behalf of Paragon Car Ltd

The parties involved in **your** insurance

Your Certificate (Sections 1-8) 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 UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197.

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.

Section 9 of the Certificate is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

Section 10 of the Certificate 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, except liability claims:	Call us on 0333 400 9067 Email us at ukgclaims@davies-group.com Go online at http://ukgprop.davies-group.com Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN
For liability claims:	Call us on 0845 207 7453 Email us at UKG@kennedyslaw.com Postal address: Kennedys Claims Services, 6 Queen Street, Leeds, LS1 2TW
For Key claims:	Call us on 0333 015 2932 Email us at ComplectusKey@legalprotectiongroup.co.uk
For 24/7 Free Legal Advice Service	Call us 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

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-8) or Alwyn Insurance Company Limited (section 9) or Financial and Legal Insurance Company Limited (section 10) and quote **your** unique Certificate number from **your schedule**.

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

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

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

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

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

Cooling Off Period

You may cancel this insurance by writing to **your broker** or **insurance intermediary** within 14 days of either the start of the **period of insurance** or the date on which **you** receive **your** documents, whichever is the later, this is known as a cooling off period. If **you** cancel **your** Certificate 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.

Cancellation

We may at any time cancel any insurance Certificate 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 Certificate 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** Certificate

If **we** cancel **your** Certificate, **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 14.

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

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

Administration Fees

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

Mid Term Adjustments that are made in the Certificate 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.

How to Make a Complaint

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

- If **you** have a complaint regarding the sale or service of **your** Certificate, please contact the **broker** or **insurance advisor** who arranged the insurance for **you**.
- If **you** have a complaint about the handling of any other claim other than a liability claim, please contact:
Davies Group, Customer Relations, PO Box 2801, Stoke-on-Trent, ST4 9DN
Tel: 0333 400 9068
Email: customer.care@davies-group.com
- If **you** have a complaint about the handling of a liability claim, please contact:
Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW
Tel: 0845 207 7453
Email: UKG@kennedyslaw.com
- If **you** have a complaint about the Key Protect, please contact:
Customer Services Department, Legal Protection Group, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS5 3QH
Tel: 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
Email: complaints@legalprotectiongroup.co.uk
- 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 UK General Insurance (sections 1-8) or Alwyn Insurance Company Limited (section 9) or Financial and Legal Insurance Company Limited (section 10) and quote **your** unique Certificate number from **your** schedule.

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

Financial Ombudsman

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

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

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567

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

Financial Services Compensation Scheme

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

Definitions

Wherever the following words appear in this insurance certificate they will have the meanings shown below.

Accidental Damage	<ul style="list-style-type: none"> • Damage caused suddenly and unexpectedly by an outside force.
Bodily injury	<ul style="list-style-type: none"> • Bodily injury includes death or disease.
Buildings	<ul style="list-style-type: none"> • The home and its decorations • fixtures and fittings attached to the home • permanently installed swimming pools, ornamental ponds or fountains, hard tennis courts, drives, patios and terraces, walls, gates fences, hedges and fixed fuel tanks <p>you own or for which you are legally responsible within the premises named in the schedule.</p>
Contents	<p>Household goods and personal property, within the home, which are your property or which you are legally responsible for.</p> <p>Contents includes:</p> <ul style="list-style-type: none"> • tenant's fixtures and fittings • radio and television aerials, satellite dishes, their fittings and masts which are attached to the home • property in the open but within the premises up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home) • office equipment up to £10,000 in total • money up to £500 in total, and credit cards up to £2,500 in total • deeds and registered bonds and other personal documents up to £1,500 in total • valuables up to 30% of the sum insured for contents within the private dwelling subject to a £2,500 limit for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule • domestic oil in fixed fuel oil tanks up to £1,000 <p>Contents does NOT include:</p> <ul style="list-style-type: none"> • motorised vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories • any living creature • any part of the buildings • any property held or used for business purposes other than office equipment • any property insured under any other insurance.

Credit cards	<ul style="list-style-type: none"> • Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to you, which you are responsible for and are held for private or domestic purposes only.
Endorsement	<ul style="list-style-type: none"> • A change in the terms and conditions of this insurance.
Europe	<p>Europe 'Europe' includes:</p> <ul style="list-style-type: none"> • The continent of Europe; • all Mediterranean Islands; • The Republic of Ireland; • the Canary Islands; • Madeira; and journeys between these countries.
Family	<ul style="list-style-type: none"> • You, your spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address for a continuous period of at least 6 months), dependent children and other relatives who permanently live with you.
Geographical Limits	<ul style="list-style-type: none"> • The United Kingdom, Europe and anywhere else in the world for up to 60 days in any one period of insurance.
Home	<ul style="list-style-type: none"> • The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.
Money	<ul style="list-style-type: none"> • current legal tender, cheques, postal and money orders • postage stamps not forming part of a stamp collection • savings stamps and savings certificates, traveller's cheques • premium bonds, and gift tokens • travel tickets and phone cards <p>all held for private, charitable or domestic purposes.</p>

Motorised Vehicles	<p>Any electrically, mechanically, power driven or power assisted vehicle, toy or model, but not: -</p> <ul style="list-style-type: none"> • pedestrian controlled toys or models • pedestrian controlled golf trolleys • garden implements and equipment used by you or your family within the boundaries of the land of your home • ride on lawn mowers, unless stored in a locked outbuilding • electric wheelchairs
Occupant	<ul style="list-style-type: none"> • A person or persons authorised by you to stay in the home overnight.
Office equipment	<ul style="list-style-type: none"> • Computers, printers, scanners and their accessories, office furniture, photocopiers, fax machines and phone equipment in your home, other than equipment belonging to your employer.
Period of insurance	<ul style="list-style-type: none"> • The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Possessions	<ul style="list-style-type: none"> • Clothing, baggage, sports equipment, guns and items specifically designed to be carried or worn about the person and all of which belong to you or you are legally responsible for. <p>Personal Possessions does NOT include:</p> <ul style="list-style-type: none"> • Money and credit cards • Any property which is more specifically insured by any other insurance • Pedal cycles • Computer equipment and mobile telephones.
Premises	<ul style="list-style-type: none"> • The address which is named in the schedule.
Sanitary ware	<ul style="list-style-type: none"> • Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	<ul style="list-style-type: none"> • The schedule is part of this insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	<ul style="list-style-type: none"> • Built of brick, stone or concrete and roofed with slates, tiles, asphalt.
United Kingdom	<ul style="list-style-type: none"> • The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland and the Isle of Man, and journeys between these countries.

Valuables	<ul style="list-style-type: none"> • jewellery and watches • furs • gold, silver, gold and silver plated articles and other precious metals • pictures, paintings and other works of art • collection of stamps or coins
Value	<ul style="list-style-type: none"> • The amount of money you would have received if you sold the article or property undamaged. • The sum insured under section 1 buildings must be adequate to rebuild the whole of the buildings in a new condition similar in form, size and style including the cost of professional fees, site clearance costs and costs incurred because of the requirements of local authorities or other statutory organisations. • The sum insured under each of section 2 contents must be adequate to replace all of the insured items taking into account the basis of claim settlement at the beginning of each of the sections.
We / us / our	<ul style="list-style-type: none"> • Paragon Car Ltd on behalf of UK General Insurance Limited (Sections 1-8) or, in respect of Section 9 Alwyn Insurance Company Limited, or respect of Section 10 Financial and Legal Insurance Company Limited.
You / your / insured	<ul style="list-style-type: none"> • The person or persons named in the schedule and all members of your family who permanently live in the home.
Your broker / insurance advisor	<ul style="list-style-type: none"> • The person or persons who place this insurance on your behalf.

How We Use Your Data

Insurer Privacy Statement

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this Certificate will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses **our** services, including Certificate holders, prospective Certificate holders, and any other individuals insured under a Certificate.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **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 Certificate and meet **our** contractual requirements under the Certificate. **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 Certificate 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 Certificate.

For specific types of insurance policies, for example when offering **you** a Personal Accident Certificate, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance Certificate 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.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance Certificate; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

Data Protection

It is understood by **you** that any information that is provided to **us** about **you** will be processed by **us** for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. **We** will ensure that **your** data is protected at all times and handled in accordance with the provisions of the **data protection regulations**.

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** provide **us** with 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 credit related services for **you** and members of **your** household
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** insurance policies;
 - check **your** identity to prevent financial crime, unless **you** furnish **us** with satisfactory proof of identity;
 - undertake credit searches and additional fraud searches.

On request, **we** can supply further details of the databases **we** access or contribute to.

Should **you** have any questions or comments or wish to access, correct, modify or delete **your** information, or, where relevant, withdraw **your** consent to the use of **your** information or receiving communications from **us**, please send **your** request to:

Paragon Car Ltd
1st Floor Jupiter House
Orbital One
Green Street Green Road
Dartford
Kent
DA1 1QG
Email: info@paragon-uk.net

Credit Searches or Third-Party Information Sources

In considering **your** application for this insurance Certificate Paragon Car Ltd may consult several data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain Certificate 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 Certificate being cancelled.

General Conditions Applicable to the Whole of this Insurance

Each **home** included under this insurance is considered to be covered as if separately insured.

Your duties

a) **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.

b) **You** must tell **your broker** or **insurance advisor** immediately if any of the following apply. **You:**

- stop using the **home** as **your** permanent private residence;
- regularly leave the **home** unattended by day or by night; or
- leave the **home** without an **occupant** for more than 30 consecutive days.

When **we** receive this notice **we** have the option to change the terms and conditions of this insurance.

c) **You** must tell **your broker** or **insurance advisor** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice **we** have the option to change the terms and conditions of this insurance.

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

General Exclusions Applicable to the Whole of this Insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

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:-
 - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

d) Existing and Deliberate Damage

We will not pay for loss or damage

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or any member of **your home**.

e) 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.

f) 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.

g) Biological and Chemical Contamination Clause

We will not pay for:

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

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

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

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

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

h) 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.

i) Aircraft Pressure Waves

This insurance does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

j) Wear and Tear

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

k) 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.

l) 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.

m) Infectious or Contagious Disease Clause

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any 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.

n) Faulty Workmanship

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

o) Criminal Activity

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

How we Deal with your Claim

Defence of claims

We may:

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

Other insurance

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

This clause does not apply to fatal injury (Section two-J).

Subrogation

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

Fraudulent Claims

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

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

We;

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

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

We will not return any of the premiums paid.

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

Claims Conditions Applicable to the Whole of this Insurance

Your duties

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

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

Section one
Buildings

What is covered	What is not covered
This insurance covers the buildings for physical loss or damage directly caused by	We will not pay The excess(es) shown on your schedule (no excess applies to extensions D and H) For loss or damage caused by faulty workmanship, faulty materials or faulty design.
1a) fire, lightning, explosion or earthquake	
1b) smoke damage	for loss or damage by any gradually operating cause
2) aircraft and other flying devices or items dropped from them	
3) storm, flood or hail, weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section one b) for loss or damage to drives, patios and terraces, gates, fences and hedges
4) escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section one b) for loss or damage to domestic fixed fuel oil tanks and swimming pools c) for loss or damage while the buildings are not furnished enough to be normally lived in
5) escape of oil from a fixed domestic oil-fired heating installation caused by a fault in any fixed domestic heating installation	a) for loss or damage while the buildings are not furnished enough to be normally lived in
6) theft or attempted theft	a) for loss or damage while the home is not furnished enough to be normally lived in b) Unless the loss or damage follows a violent and forcible entry
7) collision by any vehicle or animal	
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss or damage while the buildings are not furnished enough to be normally lived in

Section one
Buildings (continued)

What is covered	What is not covered
This insurance covers the buildings for physical loss or damage directly caused by	We will not pay the excess(es) shown on your schedule
9) subsidence or heave of the site upon which the buildings stand or landslide or landslide	<p>a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event</p> <p>b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event</p> <p>c) for loss or damage arising from faulty workmanship or defective materials</p> <p>d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law</p> <p>e) for loss or damage caused by river erosion and or coastal erosion</p> <p>f) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions</p>
10) breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	for loss or damage to fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11) falling trees, telegraph poles or lamp-posts	<p>a) for loss or damage caused by trees being cut down or cut back within the premises</p> <p>b) for loss or damage to gates and fences</p>

Section one
Buildings (continued)

What is covered	What is not covered
This section of the insurance also covers	We will not pay the excess(es) shown on your schedule
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	for damage while the buildings are not furnished enough to be normally lived in
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for</p>	for damage while the buildings are not furnished enough to be normally lived in
<p>C) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section one</p>	<p>a) more than £1,500 in any period of insurance</p> <p>b) If you claim such loss under Sections one and two, we will not pay more than £1,500 in total</p>
<p>D) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the buildings • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under Section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>

**Section one
Buildings (continued)**

What is covered	What is not covered
<p>E)</p> <ul style="list-style-type: none"> • loss of rent due to you which you are unable to recover • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for <p>while the buildings cannot be lived in following loss or damage which is covered under Section one</p>	<p>a) any amount over 20% of the sum insured for the buildings damaged or destroyed up to a maximum of 12 months</p>
<p>F) anyone buying the buildings who will have the benefit of Section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>G) the cost of tracing and accessing the source of any escape of water or oil from fixed water tanks or pipes or domestic oil-fired heating installation which you are legally responsible for</p>	<p>more than £1,000 in any period of insurance. If you claim for such loss under Sections one and two, we will not pay more than £1,000 in total</p>
<p>H) damage to the home caused by forced access to attend a medical emergency or an event which could result in damage to the home</p>	<p>any amount over £750</p>
<p>I) repairs following loss or damage to your garden caused by fire, lightning, explosion, theft or attempted theft, impact by aircraft or vehicles, any person taking part in a riot, civil commotion or acting maliciously</p>	<p>a) any amount over 5% of the sum insured for buildings</p> <p>b) more than £500 for any one tree, plant or shrub</p> <p>c) any fees incurred in the preparation of your claim, and costs relating to undamaged parts of the garden</p> <p>d) for any damage to fences, gates, paddocks or woods</p>

Accidental damage to buildings

The following applies only if the **schedule** shows that **Accidental Damage to buildings** is included

What is covered	What is not covered
This extension covers	We will not pay the excess(es) shown on your schedule
<p>J) accidental damage to the buildings</p>	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under Section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for damage while the home is lent, let or sub-let f) for the cost of general maintenance g) for damage caused by infestation, vermin, corrosion, damp, wet or dry rot, mould or frost, fungi h) for damage arising from faulty design, specification, workmanship or materials i) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure j) for damage caused by extremes of temperature or exposure to light k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination unless it is sudden or unforeseen

Conditions that Apply to Section one (buildings) Only

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under Section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage and
 - the sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated.

If **your buildings** have not been maintained in a good state of repair, **we** may deduct an appropriate amount from any claim settlement, representative of the condition of **your buildings** prior to the incident for which **you** are claiming.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of 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 rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

Section two

Contents

What is covered	What is not covered
This insurance covers the contents for physical loss or damage directly caused by	We will not pay The excess(es) shown on your schedule (no excess applies to extension J) For loss or damage caused by faulty workmanship, faulty materials or faulty design.
1a) fire, lightning, explosion or earthquake	any amount over £1,500 within detached outbuildings and garages (whether such garage is attached to the property or otherwise) in respect of fire
1b) smoke damage	for loss or damage by any gradually operating cause
2) aircraft and other flying devices or items dropped from them	
3) storm, flood hail, or weight of snow	property out in the open
4) escape of water from fixed water tanks, apparatus or pipes	
5) escape of oil from a domestic fixed oil-fired heating installation caused by a fault in any fixed domestic heating installation	
6) theft or attempted theft	a) Unless the loss or damage follows a violent and forcible entry b) any amount over £1,500 within detached domestic outbuildings and garages (whether such garage is attached to the property or otherwise)
7) collision by any vehicle or animal	
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9) subsidence or heave of the site upon which the buildings stand or landslip or landslide	a) for loss or damage following damage to solid floors unless the walls of the home are damaged at the same time by the same event b) loss or damage arising from faulty design, specification, workmanship or materials c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) for loss or damage by river erosion and or coastal erosion
10) falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises

**Section two
Contents (Continued)**

What is covered	What is not covered
This Section of the insurance also covers	We will not pay the excess(es) shown on your schedule
<p>A) accidental damage to:</p> <ul style="list-style-type: none"> • televisions • satellite decoders • audio and video equipment • radios • home computers • video cassette recorders • games consoles <p>all situated within the home</p>	<p>a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling</p> <p>b) for damage to tapes, records, cassettes, discs or computer software</p> <p>c) for mechanical or electrical faults or breakdown</p>
<p>B) accidental breakage of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware • mirrors • glass tops and fixed glass in furniture • ceramic hobs <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for</p>	for the cost of repairing, removing or replacing frames
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in Section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>a) for contents outside the United Kingdom</p> <p>b) for money or credit cards</p> <p>c) any amount over 20% of the sum insured under Section two for contents in a furniture store</p>
<p>D) up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under Section two</p>	a) any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed

Section two
Contents (continued)

What is covered	What is not covered
<p>E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under Section two</p>	<p>a) any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed</p>
<p>F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section two</p>	<p>a) any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</p> <p>c) for loss or damage arising from subsidence, heave or landslip</p> <p>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p> <p>e) for loss or damage while the buildings are not furnished enough to be normally lived in</p>
<p>G) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section two</p>	<p>more than £1,500 in any period of insurance. If you claim for such loss under Sections one and two, we will not pay more than £1,500 in total</p>
<p>H) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for as tenant only</p>	

Section two
Contents (continued)

What is covered	What is not covered
This Section of the insurance also covers	We will not pay
<p>I) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person under sixteen years of age, <p>at the time of death</p>	
J) wedding and other gifts for one month before and one month after a wedding, birthday, religious or other celebration.	any amount over 10% of the sum insured under the contents section

Section two
Accidental damage to Contents

The following applies only if the **schedule** shows that **Accidental Damage to contents** is included.

What is covered	What is not covered
This extension covers	We will not pay the excess(es) shown on your schedule
K) accidental damage to the contents within the home	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under Section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by your animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for money, credit cards, documents or stamps g) for damage to contact, corneal or micro corneal lenses h) for damage while the home is lent, let or sub let i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost, fungi j) for damage arising out of faulty design, specification, workmanship or materials k) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure l) for damage caused by extremes of temperature and exposure to light m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Conditions that Apply to Section two (Contents) Only

Settling claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

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;

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

4. 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.

Limit of insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

Section three Accidents to Domestic Staff

This section applies only if the **contents** are insured under Section two.

What is covered	What is not covered
We will indemnify you	We will not indemnify you
for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	for bodily injury arising directly or indirectly <ul style="list-style-type: none"> • from any vehicle outside the premises • from any vehicle used for racing, pacemaking or speed testing • in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance

Limit of insurance

We will not pay more than **£5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agree in writing.

Section four
Legal Liability to the Public

This section applies only if the **schedule** shows that either the **buildings** are insured under Section one or the **contents** are insured under Section two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier as covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as owner only but not as occupier as covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner only or occupier as covered under Part A (i) and Part (ii) below.

What is covered	What is not covered
<p>We will indemnify you</p> <p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>We will not indemnify you for any liability</p> <p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) arising out of any criminal or violent act to another person or property</p> <p>c) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance (Exclusions continued over the page)</p>

Section four
 Legal Liability to the Public - Part A (continued)

What is covered	What is not covered
We will indemnify you	We will not indemnify you for any liability
	<p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which you have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of your ownership, possession or use of:</p> <p>h) any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> • motorised mobility scooters • gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere • any power-operated lift, other than stair lifts. • any aircraft or watercraft other than manually operated rowing boats, punts or canoes • any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs (Amendment) 1997 or any amending legislation <p>i) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us as soon as possible but not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Part B

What is covered	What is not covered
We will pay for	We will not indemnify you
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have indemnified you had the award been made against you rather than to you • there is no appeal pending • you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p>for any amount in excess of £100,000</p>

Part C

What is covered	What is not covered
We will indemnify you for	We will not indemnify you
<p>Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<ul style="list-style-type: none"> • for any liability if you are entitled to indemnity under any other insurance • for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- Any damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident - **£2,000,000** in all
- in respect of other liability covered under Section four:- more than **£2,000,000** in all for Part A and C, and **£100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section five
Valuables and Personal Possessions

What is covered	What is not covered
This insurance covers	We will not pay the excess(es) shown on your schedule
<p>valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<ul style="list-style-type: none"> a) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould, fungi or frost b) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure c) any amount over £1,500 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon e) for damage to guns caused by rusting or bursting of barrels f) for breakage of any sports equipment whilst in use g) for any loss of or damage to contact, corneal or micro corneal lenses h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision i) any amount over £1,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant j) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms K) items not in the custody, care or control of You

Conditions that Apply to Section five (**valuables and personal possessions**) Only

How **we** deal with **your** claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured **value** of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured **value** of such pair or set.

Your sum insured

3. If the total **value** of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim. For example if **your** sum insured only represents one half of the total **value** of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the **value** of **personal possessions** in the **home** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section six Domestic Freezer Cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover	We will not pay
the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action c) more than £500

Section seven Pedal Cycle cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section two of this insurance extends to cover	We will not pay
the cost of repairing or replacing your pedal cycles following: <ul style="list-style-type: none"> • theft or attempted theft • accidental damage occurring anywhere in the United Kingdom	a) for loss or damage to: <ul style="list-style-type: none"> • tyres, • lamps, • accessories, unless the cycle is stolen or damaged at the same time b) for damage from mechanical or electrical faults or breakdown c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

Limit of insurance

We will not pay more than the sum insured shown in the **schedule**.

Section eight Money and Credit Card Cover

The following cover applies only if the **schedule** shows that it is included.

What is covered	What is not covered
Section five of this insurance extends to cover	We will not pay
<ul style="list-style-type: none"> • theft or accidental loss of money • any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) <p>within the geographical limits shown in the schedule, provided that</p> <ul style="list-style-type: none"> • upon discovering any such loss or theft, you have notified the police and, in the case of credit card(s), within 24 hours the card issuing company; and • you have complied with all other conditions under which your credit card(s) were issued to you 	<ul style="list-style-type: none"> a) to make up any shortages due to error or omission b) for loss of value c) not more than £500 in respect of money and £2,500 in respect of credit card(s)

Section nine
Key Cover

KEY PROTECT POLICY WORDING

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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing Key Protect insurance administered and managed by Legal Protection Group Limited.

Following loss, theft or accidental damage to the **insured keys** to **your** principal home or vehicle, or where the **insured keys** are locked in **your** principal home or vehicle, this insurance will pay for:

- Repairs to or replacement of keys or locks (*please note that locks will only be replaced as deemed necessary by us*)
- Retrieval of keys locked inside **your** principal home or vehicle
- Car hire or alternative transport
- Overnight accommodation

This is **your** Key Protect policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement and statement of fact. Together these documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the organisation who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium, the **insurer** will pay up to the **limit of indemnity** for **suitable assistance** arising from the **insured incidents** detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements.

Provided that:

- (i) *the **insured incident** happens in the **territorial limit**;*
- (ii) *the **insured incident** is reported to **us** upon discovery (and in any event within 30 days from the date **you** first knew about the **insured incident**) and within the **period of insurance**; and*
- (iii) ***you** agree to use an **authorised repairer** selected by **us** and agree to **our** decision on **suitable assistance**.*

Legal Protection Group Limited Head and Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH

Registered in England and Wales. Legal Protection Group Limited company number 10096688.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

What to do if you need to make a claim

In the event **your insured keys** are lost, stolen or accidentally broken, or have been locked inside **your** principal home or vehicle, **you** should contact **our** dedicated helpline straightaway on: **0333 015 2932**

This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Alternatively, you can notify claims by email to complectuskey@legalprotectiongroup.co.uk.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

Please note the following important information:

- a) Be ready to provide your scheme reference number **ALWBTE523**, the full address and postcode of **your** home and location of **your** vehicle and its registration number and supply as much information as possible about what has happened which will help **us** to give the best possible advice and decide on the most appropriate form of assistance. If **we** agree to cover **your** claim, **we** will always appoint an **authorised repairer**.
- b) Under no circumstances should **you** instruct a locksmith or incur any other costs before **we** have agreed to help as the **insurer** will not pay any costs incurred without **our** agreement.
- c) The **authorised repairer** will always aim to carry out repairs within the timescales given to **you** but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let **you** know of any delays as soon as possible.
- d) If the cost of repairs or other forms of assistance are likely to exceed the maximum amount the **insurer** will pay for each **insured incident** (see **Meaning of words and terms – limit of indemnity**), the **authorised repairer** can continue to provide assistance, subject to **your** agreement, but **you** will be responsible for any additional costs.
- e) **We** will not provide cover for any loss, theft or accidental damage to **your insured keys** (including where **your insured keys** are locked inside **your** principal home or vehicle) where this event occurred or was known about before the start date of this insurance or within the first ten days of the start date of this insurance, or is reported to **us** more than 30 days after the date **you** first knew about the claim.
- f) If **we** are unable to cover **your** claim then, subject to the extent of work required, **we** may still be able to arrange for an **authorised repairer** to help but this will be under a separate agreement between **you** and the **authorised repairer** and all costs will be **your** responsibility.

Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

authorised repairer	An appropriate tradesperson, appointed by us , to repair, retrieve, reconfigure or replace your insured keys with our agreement.
excess	The first £50 of any claim payable by you .
insured incident	An incident or event or the first in a series of incidents or events which leads to a claim under this insurance and where we have agreed to provide cover under the terms and conditions of this insurance.
insured keys	Car Keys The manufacturer's mechanical or electronic device used to access and start vehicles owned by you during the period of insurance . Home Keys The keys used to access your entrance doors at your primary dwelling as declared on your primary insurance schedule, which is solely used for domestic residential purposes.
insurer	Alwyn Insurance Company Limited.
limit of indemnity	The insurer will pay the following amounts (including VAT) per insured incident : a) for insured incident 1 – Key Repairs and Replacement a), b) and c) up to £1,500 (£50 excess applies) to cover an authorised repairer's call-out charge, labour costs and, where necessary, parts and materials; b) for insured incident 1 – Key Retrieval d) up to £100 to cover an authorised repairer's call-out charge, labour costs and, where necessary, parts and materials; c) for insured incident 2 – Car Hire or Alternative Transport (i) car hire costs of up to £40 per day for up to 3 days' hire; or (ii) alternative transport costs up to £100; d) for insured incident 3 – Overnight Accommodation up to £120 towards the costs of accommodation on a room-only basis for one night. The most the insurer will pay in total for all insured incidents arising in any one period of insurance is £1,500.
period of insurance	The period of time covered by this policy as shown in your schedule and any further period(s) this insurance is renewed for.
suitable assistance	The assistance assessed by us as the most cost effective based on your circumstances at the time of the insured incident .
territorial limit	The United Kingdom of Great Britain and Northern Ireland.
we, us, our	a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer . b) Complectus Ltd, who administer all claims under this insurance on behalf of the insurer .
you, your	The person who has taken out this policy (being the policyholder) and their married or civil partner, provided they permanently live with the policyholder at the address specified in the schedule.

Insured incidents

Insured incident 1 – Key Repairs, Replacement and Retrieval

What you are covered for	What you are not covered for
<p>Following loss, theft or accidental damage to your insured keys, we will arrange and the insurer will pay for an authorised repairer to:</p> <ul style="list-style-type: none"> a) repair your insured keys; or b) reconfigure locks where the loss of insured keys presents a security risk; or c) replace insured keys (including any integral alarm or immobiliser fitted by the manufacturer) where reprogramming or repair is not possible; or d) retrieve your insured keys from inside your principal home or vehicle where the insured keys are locked inside your principal home or vehicle and there is no immediate access to a spare set. 	<p>Any claim for insured keys:</p> <ul style="list-style-type: none"> a) for your vehicle where: <ul style="list-style-type: none"> • replacement keys are required but the cost of this exceeds the market value of your vehicle; and/or • your vehicle is registered as off the road (SORN) or you cannot evidence a valid MOT, primary motor insurance or road tax; and/or • your vehicle is fitted with an alarm system by any party other than the vehicle manufacturer. b) for your principal home where this: <ul style="list-style-type: none"> • has remained unoccupied for the last 30 days in a row; and/or • is not occupied by anybody aged 18 or over when an authorised repairer arrives at your principal home; and/or • is let by you or is not your principal home. c) for a trailer, caravan, houseboat or park/static home; d) covered by a manufacturer's, supplier's or installer's warranty or guarantee; e) damaged as a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements; f) replaced with a key or lock of a higher specification or standard; g) where repairs or replacement is required due to damage caused by age or natural wear and tear; h) where you have not reported the theft of insured keys to the police within 10 days of the date you should have known about the theft and have not obtained a crime reference number. i) Any claim for the reduction in the value of your vehicle where the loss of value arises, or is alleged to arise, from the replacing of insured keys.

Insured incidents (continued)

Insured incident 2 – Car Hire or Alternative Transport

What you are covered for	What you are not covered for
<p>Following a claim we have agreed to pay under insured incident 1 – Key Repairs, Replacement and Retrieval, we will arrange and the insurer will pay the cost of:</p> <ul style="list-style-type: none"> a) hiring an equivalent vehicle for up to 3 days; or b) alternative transport to continue your journey; <p>while repairs are completed by the authorised repairer.</p>	<ul style="list-style-type: none"> a) The cost of fuel or insurance for a hire vehicle. b) When alternative transport is made by train, the cost of a first-class ticket. c) Car hire or alternative transport costs not authorised by us.

Insured incident 3 – Overnight Accommodation

What you are covered for	What you are not covered for
<p>Following a claim we have agreed to pay under insured incident 1 – Key Repairs, Replacement and Retrieval, we will arrange and the insurer will pay for one night's alternative accommodation for you and your passengers on a room-only basis while repairs are completed by the authorised repairer.</p>	<ul style="list-style-type: none"> a) The cost of food, drinks, telephone calls or other incidentals. b) Accommodation charges not authorised by us.

General exclusions applying to the whole policy

There is no cover for:

1) Claims arising outside the period of insurance, within the first 10 days or notified more than 30 days ago

Any claim where the loss (including where **your insured keys** are locked in **your** principal home or vehicle), theft or accidental damage to **your insured keys** happened:

- a) before the start date, or after the expiry date, of the **period of insurance**; or
- b) within the first ten days of the first **period of insurance** (this does not apply where **you** have held continuous equivalent insurance with another provider which expired immediately before this insurance started); or
- c) more than 30 days before the date **you** reported the claim to **us**.

2) Costs incurred and action taken which we have not authorised

a) Any costs incurred:

- (i) before **we** have been notified of a claim; and/or
- (ii) which **we** have not authorised or for work which has not been carried out by an **authorised repairer**.

b) Any action taken by **you** which **we** or the **authorised repairer** have not agreed to.

3) Losses not directly covered

Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.

4) Criminal or wilful acts

Any claim resulting from a criminal act or omission by **you** or an act which is wilfully carried out and the outcome of which is consciously intended by **you**.

5) Health and safety and restricted access

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an **approved repairer**. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

6) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim or cancelling this insurance (please refer to **condition 8**).

1) Your obligations

You must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent a claim from occurring under this policy and to avoid incurring any unnecessary costs;
- c) co-operate fully with **us** and the **authorised repairer** and provide honest and accurate information at all times;
- d) accept **our** or the **authorised repairer's** decision on the provision of **suitable assistance**.

2) Our rights

We can:

- a) reclaim any amounts the **insurer** has paid for a claim from **you** if it is subsequently established that the claim was not covered by this insurance;
- b) pursue another party (who is not covered by this insurance) to recover amounts paid by the **insurer** if **we** believe that party to be responsible for the claim. In these circumstances, **you** must allow **us** to take over and conduct any claim in **your** name and **you** must also provide **us** with any help and information **we** need.

3) Liability for disruption in service

We and an **authorised repairer** will make every effort to provide the claims services described in this policy but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **our** or the **authorised repairer's** reasonable control, such as severe weather conditions.

4) Parts availability

- a) Where an **authorised repairer** does not carry the spare parts needed for repairs, **we** or the **authorised repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **our** or the **authorised repairer's** control.
- b) In order to respond to each claim as quickly as possible, the spare or replacement parts used by the **authorised repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

5) Other insurance and apportionment of costs

If any costs covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

6) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

7) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the organisation who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the organisation who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the organisation who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

General conditions applying to the whole policy (continued)

8) Our cancellation rights

a) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to, **you** failing to co-operate with **us** or an **authorised repairer** where this failure significantly hinders **our** ability to deal with a claim or administer this insurance.

b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or an **authorised repairer** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any costs paid in respect of that claim which the **insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

9) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

10) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without their consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

General information (continued)

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** complaints@legalprotectiongroup.co.uk
- **Phone:** 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
- **Post:** Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a service provider, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months*.

*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** complaint.info@financial-ombudsman.org.uk
- **Phone:** 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)
- **Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action

Section 10. 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 10 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 250 3107
Email: assist@lexelle.com

You should contact them if **you** have any questions about section 10 of **your** insurance

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

Wherever the following words or phrases appear in bold text in this Certificate, 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 Certificate.

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 **of 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.

How to make a claim under section 10.

For 24/7 Free Legal Advice Service please call 0333 400 8217

For Identity Theft, please contact

Lexelle Limited

PO Box 4428

Sheffield

S9 9DD

Telephone: 0114 350 4107

Email: assist@lexelle.com

You must supply the administrator with a complete and truthful report of the facts giving rise to **your** claim, details of any potential witnesses, and provide the administrator with any documentary evidence in support of **your** claim. **You** may report **your** claim by telephone or in writing, using the contact details set out above.

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, P O Box 300, Mitcheldean, GL17 1DY

Endorsements

The following clauses apply if they are mentioned in **your schedule**. These are the standard **endorsements** that may be applied to **your** insurance by **us**. Occasionally **we** may apply special **endorsements** to **your** insurance. If this is the case a full copy of the **endorsement** will be provided with **your schedule**.

1: Alarm clause:

This insurance does not cover theft:

when **you** have left the premises without an authorised **occupant** unless:

a) at all such times the intruder alarm has been put into full and effective operation,

and

b) the intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of N.A.C.O.S.S. (National Approval Council for Security Systems), A.I.S.C. (Alarms Inspectorate and Security Council), S.S.A.I.B. (Security Systems and Alarms Inspection Board) or Integrity 2000.

2: Bank or building societies interest clause:

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

3: Business use extension clause:

In return for the payment of an extra premium Section four A(i) extends to include **your** legal liability, as defined in that Section, for using the **home** for the business purposes which are detailed in the schedule. However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation or business or employment.

4: Climatic conditions clause:

This insurance does not cover loss or damage caused by extremes of temperature or exposure to the light.

5: Contractors exclusion clause:

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

6: Flood exclusion clause:

Section one (**Buildings**) and Section two (**Contents**) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of Section one and number 4 of Section two.

7: Hotel and motel clause:

This insurance does not cover theft or disappearance of Jewellery (including watches) from hotel or motel rooms during **your** absence from such rooms.

(This clause overrides exclusion (j) of the **Personal Possessions** section).

8: Index-linking clause

The sums insured in Section one (**Buildings**) will be indexed each month in line with the following:

Section one The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors.
(**Buildings**):

We will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

9: Jewellery clause:

This insurance shall not cover loss of Jewellery (including watches) by theft or disappearance unless it is:

- a) Being worn;
- b) Deposited in a bank or locked safe with an adequate cash rating or Hotel/Motel safe; or
- c) Carried by hand and under **your** Personal supervision.

(This clause overrides exclusion (h) of Section 5 **Personal Possessions**).

10: Keys clause:

This insurance does not cover theft of Jewellery (including watches) from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

11: Minimum security clause:

This insurance does not cover theft from the private dwelling of the **home** unless the undernoted minimum protections are fitted and operative.

Final Exit Door: 5 Lever Mortise Deadlock or some other lock conforming to British Standard 3621 or in the case of UPVC Double glazing a key operated multi locking mechanism with at least 3 locking bolts.

Other External Doors: A lock of the above calibre or the existing security supplemented with 2 key operated locking bolts.

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or the central rail, or a purpose manufactured patio door lock.

French Doors: A mortise lock of the calibre mentioned above in addition to the receiving section having 2 key operated bolts or 2 key operated bolts to both units.

Windows: Key operated security locks to all ground floor/basement and other accessible windows. Ground/Basement windows are acceptable if fitted with security bars or lockable security grills.

12: Second Home clause:

This insurance does not cover theft from the private dwelling of the **home** unless mortise deadlocks are fitted to all external doors and are fully locked when **you** are absent from the **premises**.

13: Musical instruments clause:

This insurance does not cover the breakage of strings, reeds or drumheads forming part of musical instruments.

14: Non-Standard construction clause:

It is agreed that the private dwelling of the **home** is not of **standard construction**.

15: Premium finance cancellation clause:

Where reference in this certificate is made to the payment of the premium such reference shall include payment by **you** of the premium by instalments and if **you** have elected to pay the first and subsequent premium by such means, it is understood that the insurance remains an annual contract and if any premium is not received on or before its due date then all unpaid instalments shall become immediately due. Should the full premium not be paid within 14 days of the finance company giving written notice of default the cover granted by this insurance will be cancelled immediately upon expiry of such notice and the current Certificate of insurance must be returned. Any return premium allowable under this insurance shall first be applied to the repayment of any instalment amounts which may be outstanding. If any additional premium becomes payable during the period of the insurance this can be collected by adjusting the payments outstanding under the present arrangements for the payment of premiums by instalments. Where an additional premium becomes payable and any instalment payments have been completed for the current year **you** will be required to settle this amount immediately.

16: Protections clause:

It is **your** duty to ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation whenever **you** are absent from the **premises**.

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

17: Safe clause:

Within 14 days of inception of this insurance an appropriately rated safe must be installed at the **home**.

This insurance does not cover theft of Jewellery and watches from the **home** unless such items are kept in a safe with an adequate cash rating when **you** have left the **premises** without an authorised **occupant**.

18: Stamp clause:

We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

19: Subsidence, heave or landslip exclusion clause:

Subsidence or heave of the site on which the **Buildings** stand or landslip as shown in number 9 of Section one **Buildings** and number 9 of Section two **Contents** is not covered by this insurance.

20: Theft limitation clause:

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry or exit.

21: Unattended vehicles clause:

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

22: Unoccupancy clause:

While the **Buildings** are unoccupied in excess of 30 consecutive days:

During the period 1st of November to 31st March all main water and gas supplies must be turned off unless the central-heating system is kept running to maintain a minimum temperature of 55°F (15°C);

This insurance excludes **valuables, money and credit cards**.

This insurance excludes theft or attempted theft from **your home** other than as a result of violent and forcible entry.

An authorised person must inspect the inside of **your home** every week.

A £350 excess shall apply to each claim other than subsidence or landslip which remains as per the certificate.

23: Change of Occupancy clause:

It is a condition precedent to **our** liability that **you** or **your** authorised representative notify **us** if the **home** at the **premises** specified in the schedule becomes let under different circumstances or the nature of tenancy alters from that originally disclosed.

Upon receipt of this notice **we** reserve the right to amend the terms and conditions or cancel this insurance.

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

24: Wine clause:

In consideration of the additional premium paid it is agreed that Section two extends to cover wine situated within the **premises** specified in the schedule (or specification attached) from any cause OTHER THAN AS EXCLUDED in the schedule

This insurance excludes:

- a) loss or damage caused by corkfly, ullage, unexplained shortages, contamination and decolourisation, extremes of temperature or pecuniary loss caused by fall in market value;
- b) loss or damage caused directly or indirectly by water damage to labels;
- c) any amount in excess of £100 any one bottle UNLESS otherwise stated in the specification attached to the schedule;
- d) Any amount in excess of the sum insured stated in the schedule;
- e) The first £100 of each and every claim.

It is warranted that:

- i) All wine be racked and stored a minimum of 6 inches (15 centimetres) from the floor,
- and
- ii) All racking be securely fastened to a wall.

Basis of valuation:

In respect of items not separately specified in the schedule the basis of valuation shall be 75% of the Decanter Index.

25: Settings clause:

It is warranted that the settings are checked and repaired annually by a jeweller who is a member of the National Association of Goldsmiths.

26: Chimney clause:

It is **your** duty to ensure that:

- all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within 30 days of the inception date of this insurance or not more than 6 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals.
- **you** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. **You** will have to produce them for **our** inspection if **we** ask for them.
- for the purposes of this insurance "professionally" shall refer to an individual or company who are members of a recognised trade body.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire or smoke.

27: Limited Occupancy clause:

While the **Buildings** are not occupied for normal residential use or **you** have not moved into the **home**: During the period 1st of November to 31st March all main water and gas supplies must be turned off unless the central-heating system is kept running to maintain a minimum temperature 55°F (15°C);

This insurance excludes **valuables, money and credit cards**.

This insurance excludes theft or attempted theft from **your home** other than as a result of violent and forcible entry.

An authorised person must inspect the inside of **your home** every week.

A £350 **excess** shall apply to each claim other than subsidence or landslip which remains as per the certificate.

28: Flat Roof clause:

It is **your** duty to ensure that any areas of flat roof(s) shall be checked at **your** own expense at least every 5 years by an individual or company who are members of a recognised trade body and any faults rectified as soon as possible. In the event of a claim, evidence of the inspection plus any repairs, must be produced for the claim to be valid.

Additional excesses will apply if the flat roof exceeds 25% of the total roof area. The **excesses** are shown in **your** schedule.

29: Electrical Wiring clause:

The electricity supply system must be inspected and tested at least once every 10 years, or as stated on the Current Electrical Certificate, by a contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers. A certificate of compliance issued by the Inspector is to be produced at inception and lodged with the broker who placed this insurance after each inspection.

31: Bed and Breakfast clause:

In addition to being occupied by **you** for domestic purposes it is noted and agreed that the **home** is being used by **you** for a “Bed and Breakfast” business. The following restrictions and conditions apply:

Additional excess of £100.00 applies in addition to the total excess already applicable.

We will not pay for any loss or damage caused by Malicious Acts, Theft or attempted Theft unless there has been a forceful and/or violent entry or exit from the **Buildings**.

Excluding any loss of or damage to **Contents** or **Personal Possessions** belonging to any paying guest.

We will not cover **your** legal liability arising directly by, through or in connection with **your** Bed & Breakfast business activities, where separate Business Insurance is required by **you**.

32: Lodgers clause:

It is noted and agreed that **your home** is occupied by **you** and Lodgers. The following restrictions and conditions apply:

We will not pay for any loss of or damage to **Contents** or **Personal Possessions** belonging to the lodgers.

We will not pay for any loss or damage or legal liability whatsoever if either of the lodgers are in receipt of DSS benefits other than housing or disability benefits or are Students.

A further excess of £100.00 applies in addition to the total standard excess already applicable.

We will not pay for any loss or damage caused by malicious acts, theft or attempted theft unless there has been a forceful and/or violent entry to or exit from **the Buildings**.

33: Holiday Home clause:

It is noted and agreed that the **Buildings** are used by **you** as a second/holiday **home**.

Whilst the **Buildings** are not being used **we** will not pay for any loss or damage unless:

- a) **You** have either maintained the operation of the central heating system in order to maintain an internal ambient temperature of 15 degrees centigrade or **you** have turned off and drained the water system.
- b) **You** have kept the **Buildings** securely locked at all times.
- c) An authorised person has inspected the inside of **your home** every week.

We will not pay for any loss or damage caused by malicious acts, theft or attempted theft unless there has been a forceful and/or violent entry to or exit from the **Buildings**.

We will not pay for loss of or damage to **Valuables**.

We will not pay for any **Accidental Damage**.

An additional excess of £250.00 applies (other than in respect of Subsidence Heave or Landslip) in addition to the total standard excess already applicable.

We will not pay for any loss or damage or legal liability if the **Buildings** become occupied by squatters, effective from the date of such occupation.

34: Limitation of Cover clause:

Any cover granted in respect of Sections 1 and 2 is now limited to fire, lightning, explosion, aircraft and impact only.

35: Valuables clause – Proof of Purchase or Valuation Condition:

Section two and Section five (If cover appears on **your schedule**).

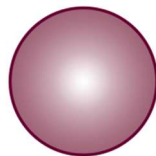
This insurance does not cover loss of or damage to specified items shown in **your schedule** that have a value of more than £3,000 unless **you** can provide **us** with a copy of the original purchase receipt or an official valuation of the item which is no more than 3 years old at the time **you** submit **your** claim.

36: Pedal Cycles and Electric Bikes High Value clause:

Section two and Section five (If cover appears on **your schedule**).

This insurance does not cover theft or attempted theft of any single pedal cycle or electric bike valued at over £500 unless:

- a) the pedal cycle or electric bike is kept in a locked building and there is physical evidence of violent forcible entry to or exit from the Building, or
- b) the pedal cycle or electric bike is secured through the frame to an immovable object by a Sold Secure gold rated lock designed for pedal cycles.



Paragon

Paragon Car Ltd

1st Floor Jupiter House Orbital One • Green Street Green Road • Dartford • Kent • DA1 1QG
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