

# **MONUMENT** INSURANCE CERTIFICATE





# Contents

Introduction	1
Cooling of Period	
Cancellation	3
Complaints Procedure	4
Definitions	5
How We Use Your Data	9
General Exclusions	11
Claims Procedure	14
Building Section One	16
Contents Section Two	
Accidents to Domestic Staff Section Three	
Legal Liability to Public Section Four	
Valuables and Personal Possessions Section Five	
Domestic Freezer Cover Section six	
Pedal Cycle Cover Section Seven	
Money and Credit Card Cover Section Eight	
Key Cover Section Nine	
Endorsements	

#### 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 Barnerd.

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 1<sup>st</sup> 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 <u>https://register.fca.org.uk/</u>.

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 <u>https://register.fca.org.uk/</u>.

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 <a href="https://www.fsc.gi/">https://www.fsc.gi/</a>.

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 Astrenska Insurance Limited.

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

### How to Make a Claim

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

For claims, except liability claims:	For liability claims:	For Key claims:
Call us on 0333 400 9067 Email us at <u>ukgclaims@davies-group.com</u> Go online at <u>http://ukgprop.davies-</u> group.com	Call us on 0845 207 7453 Email us at <u>UKG@kennedyslaw.com</u> Postal address: Kennedys Claims Services,	Call us on 0344 856 2270 Email us at <u>keyclaims@davies-</u> <u>group.com</u> Postal address: Davies Group,
Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN	6 Queen Street, Leeds, LS1 2TW	Unit 8, Caxton Road, Fulwood, Preston PR2 9NZ.

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-8) or Astrenska Insurance Limited (section 9) 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: <u>customer.care@davies-group.com</u>
- 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

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-8) or Astrenska Insurance Limited (section 9) 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: <u>https://www.financial-ombudsman.org.uk/contact-**us**/complain-online</u>

### **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 <u>www.fscs.org.uk</u>.

# Definitions

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

Accidental Damage	Damage caused suddenly and unexpectedly by an outside force.
Bodily injury	• <b>Bodily injury</b> includes death or disease.
Buildings	• The <b>home</b> and its decorations
	• fixtures and fittings attached to the <b>home</b>
	<ul> <li>permanently installed swimming pools, ornamental ponds or fountains, hard tennis courts, drives, patios and terraces, walls, gates fences, hedges and fixed fuel tanks</li> </ul>
	you own or for which you are legally responsible within the premises named in the schedule.
Contents	Household goods and personal property, within the <b>home</b> , which are <b>your</b> property or which <b>you</b> are legally responsible for.
	Contents includes:
	tenant's fixtures and fittings
	• radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>
	<ul> <li>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)</li> </ul>
	• office equipment up to £10,000 in total
	<ul> <li>money up to £500 in total, and credit cards up to £2,500 in total</li> </ul>
	<ul> <li>deeds and registered bonds and other personal documents up to £1,500 in total</li> </ul>
	<ul> <li>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</li> </ul>
	• domestic oil in fixed fuel oil tanks up to £1,000
	Contents does NOT include:
	• <b>motorised vehicles</b> (other than garden machinery) caravans, trailers or watercraft or their accessories
	any living creature
	• any part of the <b>buildings</b>
	any property held or used for business purposes     other than office equipment
	any property insured under any other insurance.

Credit cards Endorsement	<ul> <li>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.</li> <li>A change in the terms and conditions of this</li> </ul>
	insurance.
Europe	Europe 'Europe' includes:
	The continent of Europe;
	all Mediterranean Islands;
	• The Republic of Ireland;
	the Canary Islands;
	Madeira; and journeys between these countries.
Family	• 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	• The <b>United Kingdom, Europe</b> and anywhere else in the world for up to 60 days in any one <b>period of insurance</b> .
Home	• The private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
Money	current legal tender, cheques, postal and money orders
	<ul> <li>postage stamps not forming part of a stamp collection</li> </ul>
	<ul> <li>savings stamps and savings certificates, traveller's cheques</li> </ul>
	• premium bonds, and gift tokens
	travel tickets and phone cards
	all held for private, charitable or domestic purposes.

Motorised Vehicles	Any electrically, mechanically, power driven or power
	assisted vehicle, toy or model, but not: -
	pedestrian controlled toys or models
	pedestrian controlled golf trolleys
	• garden implements and equipment used by <b>you</b> or <b>your family</b> within the boundaries of the land of <b>your home</b>
	<ul> <li>ride on lawn mowers, unless stored in a locked outbuilding</li> </ul>
	electric wheelchairs
Occupant	• A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.
Office equipment	• Computers, printers, scanners and their accessories, office furniture, photocopiers, fax machines and phone equipment in <b>your home</b> , other than equipment belonging to <b>your</b> employer.
Period of insurance	• The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
Personal Possessions	<ul> <li>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</li> </ul>
	you are legally responsible for.
	you are legally responsible for.
	you are legally responsible for. Personal Possessions does NOT include:
	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include:</li> <li>Money and credit cards</li> <li>Any property which is more specifically insured</li> </ul>
	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include:</li> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> </ul>
Premises	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include:</li> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> <li>Pedal cycles</li> </ul>
Premises       Sanitary ware	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include:</li> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> <li>Pedal cycles</li> <li>Computer equipment and mobile telephones.</li> </ul>
	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include: <ul> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> <li>Pedal cycles</li> <li>Computer equipment and mobile telephones.</li> </ul> </li> <li>The address which is named in the schedule.</li> <li>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and</li> </ul>
Sanitary ware	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include: <ul> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> <li>Pedal cycles</li> <li>Computer equipment and mobile telephones.</li> </ul> </li> <li>The address which is named in the schedule.</li> <li>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</li> <li>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</li> </ul>
Sanitary ware Schedule	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include: <ul> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> <li>Pedal cycles</li> <li>Computer equipment and mobile telephones.</li> </ul> </li> <li>The address which is named in the schedule.</li> <li>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</li> <li>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.</li> <li>Built of brick, stone or concrete and roofed with</li> </ul>
Sanitary ware Schedule Standard construction	<ul> <li>you are legally responsible for.</li> <li>Personal Possessions does NOT include: <ul> <li>Money and credit cards</li> <li>Any property which is more specifically insured by any other insurance</li> <li>Pedal cycles</li> <li>Computer equipment and mobile telephones.</li> </ul> </li> <li>The address which is named in the schedule.</li> <li>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</li> <li>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.</li> <li>Built of brick, stone or concrete and roofed with slates, tiles, asphalt.</li> <li>The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland and the Isle of Man, and</li> </ul>

	• 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	• The amount of <b>money you</b> would have received if <b>you</b> 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> <li>Paragon Car Ltd on behalf of UK General Insurance Limited (Sections 1-8) or, in respect of Section 9 Astrenska Insurance Limited.</li> </ul>
You / your / insured	• The person or persons named in the <b>schedule</b> and all members of <b>your family</b> who permanently live in the <b>home</b> .
Your broker / insurance advisor	• The person or persons who place this insurance on <b>your</b> 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 <a href="https://www.watfordre.com/privacy-policy/">https://www.watfordre.com/privacy-policy/</a>

#### 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 <u>http://ukgeneral.com/privacy-notice</u> 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 1<sup>st</sup> 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 <u>http://www.paragon-uk.net/Privacy%20Policy.html</u>, which can be found at <u>www.paragon-uk.net</u> 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) lonising 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.

#### I) 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 <b>buildings</b> for physical loss or damage directly caused by	We will not pay The excess(es) shown on <b>your schedule</b> (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	<ul><li>a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section one</li><li>b) for loss or damage to drives, patios and terraces, gates,</li></ul>
	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 <b>buildings</b> 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 <b>buildings</b> are not furnished enough to be normally lived in
6) theft or attempted theft	a) for loss or damage while the <b>home</b> 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 <b>buildings</b> are not furnished enough to be normally lived in

# Section one Buildings (continued)

What is covered	What is not covered
This insurance covers the <b>buildings</b> 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 <b>buildings</b> stand or landslip or landslide	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
	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
	c) for loss or damage arising from faulty workmanship or defective materials
	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
	e) for loss or damage caused by river erosion and or coastal erosion
	f) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions
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	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>
	b) for loss or damage to gates and fences

# 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
A) the cost of repairing accidental damage to	for damage while the <b>buildings</b> are not furnished enou to be normally lived in
<ul> <li>fixed glass and double glazing (including the cost of replacing frames)</li> </ul>	
solar panels	
sanitary ware	
ceramic hobs	
all forming part of the <b>buildings</b>	
B) the cost of repairing accidental damage to	for damage while the <b>buildings</b> are not furnished enough
domestic oil pipes	to be normally lived in
underground water-supply pipes	
• underground sewers, drains and septic tanks	
• underground gas pipes	
underground cables	
which you are legally responsible for	
C) increased domestic metered water changes you have to	a) more than £1,500 in any <b>period of insurance</b>
pay following an escape of water which gives rise to an admitted claim under number 4 of Section one	b) If <b>you</b> claim such loss under Sections one and two, <b>we</b> will not pay more than £1,500 in total
D) expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for	a) any expenses for preparing a claim or an estimate of loss or damage
<ul> <li>architects', surveyors', consulting engineers' and legal fees</li> </ul>	b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage
• the cost of removing debris and making safe the <b>buildings</b>	
• costs <b>you</b> have to pay in order to comply with any Government or local authority requirements	
following loss or damage to the <b>buildings</b> which is covered under Section one	

# Section one Buildings (continued)

What is covered	What is not covered
<ul> <li>E)</li> <li>loss of rent due to you which you are unable to recover</li> <li>additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for</li> <li>while the buildings cannot be lived in following loss or damage which is covered under Section one</li> </ul>	a) any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed up to a maximum of 12 months
F) anyone buying the <b>buildings</b> who will have the benefit of Section one until the sale is completed or the insurance ends, whichever is sooner	if the <b>buildings</b> are insured under any other insurance
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 <b>you</b> are legally responsible for	more than $\pounds1,000$ in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Sections one and two, <b>we</b> will not pay more than $\pounds1,000$ in total
H) damage to the <b>home</b> caused by forced access to attend a medical emergency or an event which could result in damage to the <b>home</b>	any amount over £750
I) repairs following loss or damage to <b>your</b> 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	<ul> <li>a) any amount over 5% of the sum insured for buildings</li> <li>b) more than £500 for any one tree, plant or shrub</li> <li>c) any fees incurred in the preparation of your claim, and costs relating to undamaged parts of the garden</li> <li>d) for any damage to fences, gates, paddocks or woods</li> </ul>

# 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
J) accidental damage to the buildings	a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section one
	b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking
	c) for damage while the <b>home</b> 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 <b>home</b> 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
	I) 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 cov	ered
This insurance covers the <b>contents</b> for physical loss or damage directly caused by	We will not pay The excess(es) shown on <b>your schedule</b> (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 <b>buildings</b> stand or landslip or landslide	a) for loss or damage following damage to solid floors unless the walls of the <b>home</b> 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 <b>buildings</b> 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 <b>premises</b>

# Section two Contents (Continued)

is covered under Section two

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
A) accidental damage to:	a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
televisions	······································
satellite decoders	b) for damage to tapes, records, cassettes, discs or
<ul> <li>audio and video equipment</li> </ul>	computer software
radios	
home computers	c) for mechanical or electrical faults or breakdown
<ul> <li>video cassette recorders</li> </ul>	
games consoles	
all situated within the <b>home</b>	
B) accidental breakage of	for the cost of repairing, removing or replacing frames
fixed glass and double glazing	
sanitary ware	
• mirrors	
<ul> <li>glass tops and fixed glass in furniture</li> </ul>	
ceramic hobs	
forming part of <b>the buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance	
for	
C) the <b>contents</b> , if these are not already insured, whilst they	a) for contents outside the United Kingdom
are temporarily out of the <b>home</b> against loss or damage	-, ···· ·······························
directly caused by:	b) for money or credit cards
(i) any of the events insured under numbers 1-10 in Section	c) any amount over 20% of the sum insured under Section
two while the <b>contents</b> are:	two for <b>contents</b> in a furniture store
• in any occupied private dwelling	
• in any <b>buildings</b> where <b>you</b> are living or working	
• in any building for valuation, cleaning or repair	
• in any furniture store	
• in any bank or safe deposit	
(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store	
D) up to twelve months rent <b>you</b> have to pay as occupier if	a) any amount over 20% of the sum insured under Section
the <b>home</b> cannot be lived in following loss or damage which is covered under Section two.	two for the <b>contents</b> of the <b>buildings</b> damaged or destroy

# Section two Contents (continued)

which you are legally responsible for as tenant only

What is covered	What is not covered
E) costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the home cannot be lived in following loss or damage which is covered under Section two	a) any amount over 20% of the sum insured under Section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed
F) <b>your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by loss or damage which is covered under Section two	<ul> <li>a) any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed</li> <li>b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings</li> <li>c) for loss or damage arising from subsidence, heave or landslip</li> <li>d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</li> <li>e) for loss or damage while the buildings are not furnished enough to be normally lived in</li> </ul>
G) increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section two	more than $\pounds$ 1,500 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Sections one and two, <b>we</b> will not pay more than $\pounds$ 1,500 in total
<ul> <li>H) the cost of repairing accidental damage to</li> <li>domestic oil pipes</li> <li>underground water-supply pipes</li> <li>underground sewers, drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul>	

# Section two Contents (continued)

What is covered	What is not covered
This Section of the insurance also covers	We will not pay
I) fatal injury to <b>you</b> , happening at the <b>premises</b> shown in the <b>schedule</b> , 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:	
• £10,000 for each insured person over sixteen years of age,	
• £5,000 for each insured person under sixteen years of age,	
at the time of death	
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 <b>contents</b> 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	a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section two
	b) for damage to <b>contents</b> 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 <b>your</b> animals
	e) any amount over $\pounds1,000$ 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 <b>home</b> 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
	<ul> <li>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</li> </ul>
	I) 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 <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily</b> <b>injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<ul> <li>for bodily injury arising directly or indirectly</li> <li>from any vehicle outside the premises</li> <li>from any vehicle used for racing, pacemaking or speed testing</li> <li>in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance</li> </ul>

## 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
We will indemnify you	We will not indemnify you for any liability
<ul> <li>(i) as owner or occupier for any amounts you become legally liable to pay as damages for:</li> <li>bodily injury</li> <li>damage to property</li> </ul>	<ul> <li>a) for bodily injury to:</li> <li>you</li> <li>any other permanent member of the home</li> <li>any person who at the time of sustaining such injury is engaged in your service</li> </ul>
caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b> ,	b) arising out of any criminal or violent act to another person or property
OR	<ul> <li>c) for damage to property owned by or in the charge or control of:</li> </ul>
(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for	<ul> <li>you</li> <li>any other permanent member of the home</li> </ul>
bodily injury	• any person engaged in <b>your</b> service
damage to property caused by an accident happening anywhere in the world	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 <b>period of insurance</b> (Exclusions continued over
during the period of insurance	the page)

# 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
	e) arising directly or indirectly out of any profession, occupation, business or employment
	f) which <b>you</b> have assumed under contract and which would not otherwise have attached
	g) arising out of <b>your</b> ownership, possession or use of:
	h) any motorised or horsedrawn vehicle other than:
	motorised mobility scooters
	• gardening equipment used within the <b>premises</b> and
	<ul> <li>pedestrian controlled gardening equipment used elsewhere</li> </ul>
	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
	i) in respect of any kind of pollution and/or contamination other than:
	<ul> <li>caused by a sudden, identified, unexpected and unforeseen accident which happens in its entire at a specific moment of time during the period c insurance at the premises named in the schedul and</li> </ul>
	<ul> <li>reported to us as soon as possible but not later than 30 days from the end of the period of insurance;</li> </ul>
	in which case all such pollution and/or contamination arisi out of such accident shall be deemed to have happened at the time of such accident
	<ul> <li>j) arising out of your ownership, occupation, possession o use of any land or building that is not within the premises</li> </ul>
	<ul> <li>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</li> </ul>

#### Part B

What i	is covered	What is not covered
We wi	II pay for	We will not indemnify you
Kingd	which <b>you</b> have been awarded by a court in the <b>United</b> <b>om</b> and which still remain outstanding three months he award has been made provided that:	for any amount in excess of £100,000
•	Part A(ii) of this section would have indemnified <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b>	
•	there is no appeal pending	
•	you agree to allow us to enforce any right which we shall become entitled to upon making payment	

Part C

What is covered	What is not covered
We will indemnify you for	We will not indemnify you
Any amount <b>you</b> 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 <b>home</b> previously owned and occupied by <b>you</b>	under any other insurance

### 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
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	<ul> <li>a) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould, fungi or frost</li> <li>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</li> <li>c) any amount over £1,500 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule</li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) for damage to guns caused by rusting or bursting of barrels</li> <li>f) for breakage of any sports equipment whilst in use</li> <li>g) for any loss of or damage to contact, corneal or micro corneal lenses</li> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision</li> <li>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</li> <li>j) any amount over £2,000 in total in respect of theft or disappearance of jewellery from baggage is carried by hotel or motel rooms during your absence from such rooms</li> <li>K) items not in the custody, care or control of You</li> </ul>

# 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 apples 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 <b>your</b> food in <b>your</b> fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	<ul> <li>a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply</li> <li>b) for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action</li> <li>c) more than £500</li> </ul>

# 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 <b>your</b> pedal cycles following:	a) for loss or damage to:
theft or attempted theft	• tyres,
accidental damage	• lamps,
occurring anywhere in the United Kingdom	• 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

 $\ensuremath{\text{We}}$  will not pay more than the sum insured shown in the  $\ensuremath{\text{schedule}}.$ 

# Section eight Money and Credit Card Cover

The following cover apples 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
• theft or accidental loss of <b>money</b>	a) to make up any shortages due to error or omission
<ul> <li>any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)</li> <li>within the geographical limits shown in the schedule, provided that</li> </ul>	b) for loss of <b>value</b> c) not more than £500 in respect of <b>money</b> and £2,500 in respect of credit card(s)
• upon discovering any such loss or theft, <b>you</b> have notified the police and, in the case of <b>credit card(s)</b> , within 24 hours the card issuing company; and	
<ul> <li>you have complied with all other conditions under which your credit card(s) were issued to you</li> </ul>	

# Section nine Key Cover

# **KEY PROTECT POLICY WORDING**

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

# **IMPORTANT INFORMATION**

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

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

# INTRODUCTION

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

# DEFINITIONS

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

Claims Administrators – Davies Group

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

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

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

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

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

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

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

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

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

Policy: The terms and conditions of this policy.

Policyholder: The person named on the policy schedule.

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

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

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

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

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

We/Us/Our: Astrenska Insurance Limited.

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

# WHAT IS COVERED

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

What is covered	We will not pay
<ol> <li>Locksmith charges:</li> <li>We will pay for locksmith charges if an insured key is lost, stolen, accidentally damaged, or locked in your home or vehicle and you are unable to access to your home, vehicle or property.</li> </ol>	<ul> <li>more than £50 in respect of an insured key that has been accidently damaged or broken in a lock or ignition.</li> <li>any charges or costs incurred where the claims administrators have arranged for the attendance of a locksmith or other tradesman, at a particular location and you do not attend.</li> <li>any charges to gain entry to your home or vehicle where you have access to a duplicate key, unless you are in an emergency situation.</li> </ul>
<ul> <li>2. New Locks (including reprogramming of immobilisers, infrared handsets and alarms.)</li> <li>We will pay for new locks if there is a security risk to your home, vehicle or property due to the loss/theft of an insured key.</li> </ul>	<ul> <li>for replacement locks of a higher standard or specification than those needing to be replaced</li> <li>for locks which are damaged prior to the loss, theft, or accidental damage of an <b>insured key</b>.</li> </ul>

What is covered	We will not pay
<ol> <li>Replacement keys:</li> <li>We will pay for a replacement key (including any immobiliser, infra-red handset and/or alarm which is integral to any insured key) if an insured key is lost by, stolen from, or accidently damaged by you.</li> </ol>	<ul> <li>for more than 2 keys per lock, per claim.</li> <li>for replacement keys of a higher standard or specification than those needing to be replaced.</li> <li>more than £50 in respect of an insured key that has been accidently damaged or broken in a lock or ignition.</li> </ul>
<ul> <li>4. Onward Transport Costs:</li> <li>We will pay up to £75 per claim for onward transport costs if you have no access to your vehicle and you are away from your home due to lost, stolen or broken insured keys.</li> </ul>	• more than £75 per claim.
<ol> <li>5. Vehicle Hire:</li> <li>We will pay up to £40 per day, for up to three days, if you are unable to use your vehicle due to the loss or theft of an insured key.</li> </ol>	<ul> <li>more than £40 per day.</li> <li>vehicle hire charges after day 3 of hire.</li> </ul>
<ul> <li>6. Accommodation Costs:</li> <li>We will pay hotel or accommodation costs if you have no access to your home up to a maximum of £120 per claim due to the loss or theft of an insured key.</li> </ul>	• more than £120 per claim.

# EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR WHOLE POLICY

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

# We shall be under no liability for:

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

# FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

# CONSUMER INSURANCE ACT

You are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. You must tell us of any changes to the answers you have given as soon as possible. Under the Consumer Insurance (Disclosure and Representations) Act 2012 your failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in your policy being cancelled or your claim being rejected or not fully paid.

# COMPLAINTS

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

Complaints regarding:

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

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

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

Email: <u>keyclaims@davies-group.com</u> Telephone: 0344 856 2270

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

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

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

If **you** are still dissatisfied after receiving their final response letter or if **you** have not received a response to **your** complaint within eight weeks **you** may refer **your** complaint to the Financial Ombudsman Service at the following address: Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR www.financial-ombudsman.org.uk

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

# CLAIMS PROCEDURE AND CONDITIONS

# Making a Claim

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

# Theft

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

# Maximum number of claims

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

# FRAUD

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

# **CLAIMS SETTLEMENT**

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

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

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

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

#### Supporting documents

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

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

# CANCELLATION BY YOU

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

# CANCELLATION BY US

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

# a) Fraud

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

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

# HOW WE USE THE INFORMATION ABOUT YOU

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

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

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

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

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

# PROCESSING YOUR DATA

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

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

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

# HOW WE STORE AND PROTECT YOUR INFORMATION

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. We will need to keep and process **your** personal information during the **period of insurance** and after this time so that we can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities. We also have security measures in place in **our** offices to protect the information that **you** have given **us**.

# HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

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

Email address: <u>data.protection@collinsongroup.com</u>

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

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

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

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

# FINANCIAL CRIME POLICY STATEMENT

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

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

# 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,

ii) All racking be securely fastened to a wall.

#### Basis of valuation:

and

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 Car Ltd 1st Floor Jupiter House Orbital One • Green Street Green Road • Dartford • Kent • DA1 1QG Paragon Car Ltd is authorised and regulated by the Financial Conduct Authority under registration number 312028