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#### Introduction

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

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

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

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

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

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

#### **Important Things To Start With**

#### Your Duty of Disclosure

- 1. Being Accurate and Truthful You must take reasonable care to provide accurate and complete answers to all the questions you are asked when you take out, make changes to, or renew this Policy. If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify your broker or insurance advisor of any incorrect information or changes you wish to make, your Policy may not operate in the event of a claim, we may charge you an additional premium, we may not pay any claim in full or your Policy could be invalid.
- 2. Keep us up to date You must notify your broker or insurance advisor as soon as possible if any of the information in your Policy or your Schedule is incorrect or if you wish to make any changes (for example any high value items you have purchased and which you want to be covered under the Contents section of this Policy.
- 3. Check the details It is important that;
  - You are clear which sections you have requested and want to be included;
  - You are clear what each section covers and does not cover;
  - You understand your own duties under each section and under the insurance as a whole.

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

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

### Cooling Off Period and Your Right to Cancel

You may cancel this insurance by writing to your broker or insurance intermediary within 14 days of either the start of the period of insurance or the date on which you receive your documents, whichever is the later, this is known as a cooling off period. If you cancel your Policy during this period of time, provided you have not made a claim or there has been an incident likely to result in a claim, we will refund your full premium, less Paragon's administration charge for cancellation of £30.00 plus IPT.

If **you** wish to cancel the Policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim. We will deduct from the refund an administration charge of £30 plus IPT.

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

# Our Right to Cancel

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

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

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

If **we** cancel **your** Policy, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 14.

#### Administration Fees

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

Mid Term Adjustments that are made in the Policy period will be charged at £10.50 plus IPT (Insurance Premium Tax). Cancellations will be charged at £30.00 plus IPT (Insurance Premium Tax) at the current rate applicable.

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

Paul Barnard

For and on behalf of Paragon Car Ltd

Paul Barnere.

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

#### For Section 1-8:

- Your Policy (Sections 1-8) is arranged and administered by Paragon Car Ltd who are registered in England company no. 04133312 with a registered office at 1st Floor, Jupiter House, Orbital One, Green Street, Green Road, Dartford, Kent DA1 10G
  - Paragon Car Limited is authorised and regulated by the Financial Conduct Authority (FRN 312028). **You** can check **our** details on the Financial Services Register <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a>.
- This insurance is underwritten by Wakam UK Limited is a company registered in England and Wales with company number 14778827, having its registered office at 18th & 19th Floors 100 Bishopsgate, London, United Kingdom, EC2N 4AG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 995565.

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

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

#### For Section 9:

Section 9 of the Policy underwritten by **Collinson Insurance** (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

#### For Section 10:

Section 10 of the Policy is underwritten by Financial and Legal Insurance Company Limited

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

#### How to Make a Claim

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

For claims:	Call Davies-Group on: 0344 225 0942 Email us at: <a href="mailto:Paragonclaims@davies-group.com">Paragonclaims@davies-group.com</a> Go online at: <a href="mailto:https://Paragon.davies-group.com">https://Paragon.davies-group.com</a> Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4
	9DN
For Key claims Section 9:	Call Strategic Insurance Services Limited on 0344 856 2270
	Email us at <a href="https://keyclaims.davies-group.com">https://keyclaims.davies-group.com</a>
For 24/7 Free Legal Advice Service	Call Financial & Legal on 0333 400 8217
and to make a claim under section 10	
For Identity Theft	Call us on 0114 350 4107
	Email us at <u>assist@lexelle.com</u>
	Postal Address: Lexelle Limited, PO Box 4428, Sheffield, S9 9DD

## What you need to do

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

Always, reference that your insurance is underwritten by

- Wakam UK Limited (sections 1-8) or
- Collinson Insurance (section 9) or
- Financial and Legal Insurance Company Limited (section 10)

and quote your unique Policy number from your schedule.

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

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

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

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

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

#### What if someone is going to sue you?

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

# How to Make a Complaint

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

If you do have any cause for complaint about this insurance or the handling of any claim you should follow the complaints procedure below:

- If you have a complaint regarding the sale or service of your Policy, please contact the broker or insurance advisor who
  arranged the insurance for you.
- If you have a complaint about the handling of any claim, please contact:

Tel: 0344 225 0942

Email: Paragonclaims@davies-group.com

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

If you have a complaint about the Key Protection, please contact:

Davies Group: Tel: 0344 856 2015

Email: <a href="mailto:customer.care@davies-group.com">customer.care@davies-group.com</a>

• If you have a complaint about the 24/7 Free Legal Advice Service or an identity theft claim, please contact:

The Claims Manager, Lexelle Limited, PO Box 4428, Sheffield, S9 9DD

Tel: 0114 350 4107 Email: assist@lexelle.com

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

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

#### Financial Ombudsman

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

For more information regarding the scope of the Financial Ombudsman Service please refer to <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567

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

#### **FSCS**

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

# Definitions

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

Accidental Damage	Sudden, unexpected and visible damage which has not been caused on purpose.
Bodily injury	Bodily injury includes death or disease.
Buildings	The <b>home</b> and its decorations
	fixtures and fittings attached to the home
	<ul> <li>Garages, 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>
	<b>you</b> own or for which <b>you</b> are legally responsible within the address set out in the <b>schedule</b> .
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:
	fixtures and fittings
	radio and television aerials, satellite dishes, their fittings and masts which are attached to the home
	• property in the open but within the <b>premises</b> up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b> )
	office equipment up to £10,000 in total
	• money up to £500 in total, and credit cards up to £2,500 in total
	deeds and registered bonds and other personal documents up to £1,500 in total
	• valuables up to 30% of the sum insured for contents within the private dwelling subject to a £2,500 limit for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule
	domestic oil in fixed fuel oil tanks up to £1,000
	Contents does NOT include:
	motorised vehicles (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	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to you, which you are responsible for and are held for private or domestic purposes only.
Endorsement	<ul> <li>A modification, amendment or addition to the terms contained in this policy document.</li> <li>Endorsements are shown on your schedule, and will outline additional conditions, deletions, exclusions or other alterations to the cover provided by this policy.</li> </ul>
European Union	<b>European Union</b> includes the 27 states member of the European Union and their overseas territories
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 United Kingdom, all other countries in the European Union, and for Section Three, Four and Five anywhere else in the world for up to 60 days in any one period of insurance
Heave	Expansion or swelling of the land beneath the Buildings resulting in upwards movement.
Home	The address which is named in the Schedule and is the private dwelling of standard construction and the garages and outbuildings used for domestic purposes
Lent	<ul> <li>Means where you have permitted a member of your family to live in the Home without any financial reward (expressed as rent or otherwise) or contribution to the Home's utilities. The maximum period a Home may be lent is 30 days in any one period of insurance.</li> </ul>
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
	<ul> <li>all held for private, charitable or domestic purposes.</li> </ul>

Motorised Vehicles	<ul> <li>Any electrically or mechanically powered vehicle, other than:         <ul> <li>Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the home, as long as the vehicles are not registered for road use.</li> <li>Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);</li> <li>Toys and models controlled by a pedestrian.</li> </ul> </li> <li>Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see www.gov.uk/electric-bike-rules for more information).</li> </ul>
Occupant	<ul> <li>An individual who resides at the insured property as their primary and permanent residence.</li> </ul>
Occupied	<ul> <li>Defined as the property being equipped with all necessary furnishings that are required for day-to- day living and actively inhabited by or an occupant for a continuous period of no less than 30 days and totalling at least 275 days within the insurance period. The property must include essential furnishings that support normal living activities, explicitly including seating for living and dining areas, beds for sleeping, and appliances for cooking and food storage.</li> </ul>
Office Equipment	Office furniture, computers and other keyboard- based office equipment, printers, fax machines, photocopiers, answerphones (excluding mobile phones) that you own or are legally responsible for and used solely for business or professional purposes, other than equipment belonging to your employer.
Outbuilding	<ul> <li>Garages, cart lodges, stables, workshops, sheds, summer houses, green houses, and similar buildings all within the boundaries of the home but not necessarily forming part of the home itself.</li> </ul>
Period of insurance	The period of time covered by this Policy, as shown on your schedule, or until cancelled. Each renewal represents the start of a new period of insurance
Personal Possessions outside of the home	<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 you are legally responsible for, when they are outside of the home</li> </ul>
	Personal Possessions does NOT include:
	<ul> <li>Money and credit cards</li> <li>Pedal Cycles, including electrically assisted pedal cycles (EAPC).</li> <li>Computer equipment and mobile telephones</li> <li>Tablets and other handheld electronic devices Items insured under a separate policy</li> </ul>

Pollution	<ul> <li>Discharge, dispersal, release or escape of any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.</li> </ul>
Premises	The address which is named in the <b>schedule</b> .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The document which gives details of cover and sum insured limits you have.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt.
Storm	<ul> <li>A period of violent weather with persistent high winds of at least 48 knots (55 mph), sometimes accompanied by rain, hail, or snow. Heavy or persistent rain or snow alone does not constitute a storm unless the rain or snow is so extreme that it causes damage to well-maintained properties of adequately designed construction. Extreme conditions are defined as:</li> </ul>
	<ul> <li>- 25mm (1 inch) or more of rain in a 1-hour period</li> <li>- 30cm (12 inches) or more of snow within a 24-hour period</li> </ul>
	Damage caused by lack of maintenance, wear and tear, or gradual processes is not covered. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.
United Kingdom	The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, and journeys between these countries.
Unoccupied	Any of the following:  1) Not lived in by you or an occupant for a continuous period exceeding 30 days; or  2) a total of 90 or more days during the period of insurance; or  3) does not contain enough furniture for living purposes. By 'living purposes,' we mean that day-to-day activities such as bathing, cooking, eating, and sleeping are regularly carried out in the home.  The property must include essential furnishings that support normal living activities, explicitly including seating for living and dining areas, beds for sleeping, and appliances for cooking and food storage.

Valuables	<ul> <li>inside of the home are covered up to 30% of the sum insured for contents within the private dwelling subject to a £2,500 limit for any one item unless included under personal possessions cover and stated in the schedule.</li> </ul>
	jewellery and watches
	• furs
	<ul> <li>gold, silver, gold and silver plated articles and other precious metals</li> </ul>
	pictures, paintings and other works of art
	collection of stamps or coins
Value	The amount of money you would have received if you sold the article or property undamaged.
We / us / our	<ul> <li>Paragon Car Ltd on behalf of Wakam UK Limited (Sections 1-8) or, in respect of Section 9 Strategic Insurance Services Limited, or respect of Section 10 Financial and Legal Insurance Company 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.

# Privacy Notice - Wakam Introduction

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

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

#### About us

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

#### Categories of personal data collected

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

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

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

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

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

#### Why we process your personal data

Your personal data is used for the following purposes:

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

### Disclosure of your personal data

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

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

#### International transfers of your personal data

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

#### Personal data retention period

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

#### Your rights

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

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

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

#### Contact us

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

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

### Privacy Notice – Paragon Car Ltd

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

For further information on how **your** personal information is used and **your** rights in relation to **your** personal information, please see the **Paragon** privacy **policy**: <a href="https://www.paragon-uk.net/privacy-policy">https://www.paragon-uk.net/privacy-policy</a>

# 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.

Well maintained homes are only damaged by the most extreme weather conditions, so damage caused by normal weather is not covered by your home insurance. It's therefore important to take care of your home and make sure it is kept in a good state of repair. In particular, having blocked or broken gutters or downpipes or lose or damaged roof tiles could affect **your** cover should **you** have a loss. Any areas that are difficult to inspect or repair safely, you should use a building expert to do this for **you**. This includes conducting regular maintenance, timely repairs, and addressing any known issues or defects promptly to prevent further damage or deterioration.

- 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. This may include cancellation.

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. This may include cancellation.

#### d) You must ensure;

- 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 sums 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.

#### e) Average clause

- If you are under insured, which means the cost of replacing or repairing the Buildings as new at the time of the loss
  or damage is more than your sum insured for the Buildings, then we will only pay a proportion of the claim. For
  example if your sum insured only covers one half of the cost of replacing or repairing the Buildings, we will only pay
  one half of the cost of repair or replacement.
- 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.
- f) You must cooperate with us or our representatives (For example lawyer and loss adjustors) to assess your claim and what coverage, if any, applies.
- **g)** You must make sure your home and any outbuildings are left secure whenever you leave them unattended by closing all accessible windows and closing and locking all external doors.

## How we shall Deal with your Claim

We will pay for the repair, reinstatement or replacement the lost or damaged property. If we are unable to repair or replace the property, we may pay you for the loss or damage in cash or cash alternative (including vouchers and / or store cards).

Where we can repair or offer a replacement through a preferred supplier, but we agree to pay you a cash or cash alternative settlement, then payment will not exceed the amount we would have paid the preferred supplier. If we are unable to provide an equivalent replacement, we will pay you the full replacement cost of the item.

We will only pay to the limits shown on your schedule for a claim. The amount we pay will be subject to policy limits as shown in this policy document and/or your policy schedule, which should be read in conjunction.

Your cover limits will not be reduced as a result of claims made.

Where an excess applies, this will be deducted from your claim settlement.

This policy will not cover any loss of value to any items or buildings which result from repair or replacement following a claim.

Where the loss or damage to items which are beyond economic repair, we will settle your claim on a new for old basis as long as:

- the contents have been maintained in good repair;
- the items being claimed for are within limits detailed in the schedule;

Claims for audio visual equipment we will pay for repair, reinstatement or replacement with a refurbished item. If we are unable to repair the item or provide a suitable refurbished items, the item will be replaced new.

Storm damage claims in respect of damage to the roof at the insured property will be subject to a deduction for wear and tear where the policyholder is unable to provide evidence that the roof has been inspected by a suitable tradesperson within a tenyear period preceding the loss date.

We will not pay for any damage arising from domestic pets and animals however so caused.

#### Defence of claims where you are sued

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.

#### 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

#### If your claim is fraudulent 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 notify the Claims Centre as soon as reasonably possible, and in any event no later than 7 days, following any incident likely to give rise to a claim. You must also immediately take reasonable actions to minimise or prevent further loss or damage, such as turning off the water supply. Full written details of the incident, together with any additional information we require to support your claim, must be provided as soon as reasonably possible. Failure to comply may prejudice our position and could result in a reduction of the amount payable under your claim.
- You must take all reasonable steps to mitigate the loss or reduce further damage or injury occurring. For example, by
  turning off the water supply or electricity at the earliest possible opportunity. Failure to do so may result in your claim
  not being paid in full.
- You must forward to the Claims 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 provide us with proof of value and ownership of the item. This evidence must be in the form of a professional valuation or purchase receipt. Failure to provide the required information may result in your claim not being paid.

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

#### g) 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.

#### h) Other insurance

We will not pay any claim for loss, damage or liability covered in whole or in part by any other insurance policy except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been affected.

i) This contract is governed exclusively by the laws of England and Wales unless the **Home** is situated in Scotland when Scots Law shall apply.

#### j) International sanction

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

# General Exclusions Applicable to the Whole of this Insurance

We shall not pay any excess specified in the schedule or in this Policy

#### a) Wear and Tear

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, rather than suddenly.

## b) 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.

#### c) 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.

#### d) Terrorism

We will not pay for any claim resulting directly or indirectly from or in connection with attacks and acts of terrorism

#### e) Existing or Deliberate Damage

We will not pay for loss or damage

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

## f) 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.

## g) Electronic Data Exclusion Clause

We will not pay for

- 1. Loss, 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; Direct cyber-attacks including but not limited to hacking, malware, or social engineering events; 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.

#### h) 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.

#### i) 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.

#### 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, including but not limited to issues arising from improper construction, substandard repairs, or the use of inferior materials.

### o) Criminal Activity

Illegal or criminal acts, including but not limited to 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, such as fraud, vandalism, or deliberate damage.

## p) Events before the cover start date

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

# Section one

# **Buildings**

This Policy covers the **buildings** that comprise the **Home** for physical loss and damage that directly result from the following causes and perils and subject to the exclusions described below and in the General Exclusions section of this **Policy**:

What is covered	What is not covered
1a) fire, lightning, explosion or earthquake	
Ta) mo, ngritining, expression or curriquance	
1b) smoke damage	a) for loss or damage by any gradually operating cause
	b) for loss or damage by any smoke where there was no fire
2) aircraft and other flying devices or items dropped from them	
3) <b>storm</b> , flood or hail, weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under peril number 9 of Section one
	b) for loss or damage to drives, patios and terraces, gates, fences and hedges
	c) caused by failure of sealant and/or grout
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 peril number 9 (subsidence or heave) 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 unoccupied
	d) caused by failure of sealant and/or grout
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 unoccupied
6) theft or attempted theft provided always that there is	a) for loss or damage while the buildings are unoccupied
evidenced of a violent and forcible entry	b) theft or attempted theft by deception
7) collision by any animal or vehicle	a) collision by any vehicle under the supervision of you or any member of your household/family unless you or they have had sufficient training.
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 unoccupied

# Section one **Buildings** (continued)

What is covered	What is not covered
9) subsidence or heave of the site upon which the <b>buildings</b> stand or landslip or landslide	a) Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the home unless we also accept a claim for subsidence, heave or landslip damage to the home
	b) Damage to solid floors caused by infill materials settling, swelling or shrinking
	c) Damage caused by faulty or unsuitable materials, design or poor workmanship.
	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
	g) Damage caused by <b>settlement</b> or by shrinkage or expansion of parts of the <b>buildings</b>
10) Falling radio or television receiving aerials (including satellite dishes), there 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>Home's</b> premises
	b) for loss or damage to gates and fences
	c) restoring site
	d) removing part of the tree restoring that is still below the ground

# Section one **Buildings (continued)**

This section also covers

What is covered	What is not covered
A) the cost of repairing accidental damage to	for damage while the <b>buildings</b> are unoccupied
<ul> <li>fixed glass and double glazing (including the cost of replacing frames)</li> </ul>	
<ul> <li>solar panels</li> </ul>	
sanitary ware	
• ceramic hobs	
all forming part of the <b>buildings</b>	
B) the cost of repairing <b>accidental damage</b> to	for damage while the <b>buildings</b> are unoccupied
<ul> <li>domestic oil pipes</li> </ul>	
<ul> <li>underground water-supply pipes</li> </ul>	
<ul> <li>underground sewers, drains and septic tanks</li> </ul>	
<ul> <li>underground gas pipes</li> </ul>	
<ul> <li>underground cables</li> </ul>	
which <b>you</b> are legally responsible for	
C) increased domestic metered water changes <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section one	a) more than £1,500 in any <b>period of insurance</b> and one originating cause even if that cause should manifest itself over more than one <b>period of insurance</b>
	b) If <b>you</b> claim for such loss under Sections one and two, <b>we</b> will not pay more than £1,500 in total
	c) Loss or damage that happens after the <b>home</b> has been left <b>unoccupied</b>
	d) Accidental loss of metered water (e.g. accidentally leaving a tap running)
	e) Loss or damage that happens gradually
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
<ul> <li>the cost of removing debris and making safe the buildings</li> </ul>	
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
Additional costs of alternative accommodation, similar in size and standard to your existing accommodation, which you have to pay for.	a) any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed up to a maximum of 12 months.
When you require alternative accommodation. To determine what we mean by the 'reasonable cost of alternative accommodation,' we consider numerous factors, including:	b) Excludes luxury or premium accommodations and any costs that exceed a reasonable standard equivalent to the insured home
<ul> <li>The circumstances of your claim.</li> <li>The needs of you, your family, and your domestic animals.</li> <li>How long you might need the accommodation for.</li> <li>What type of accommodation is available and where it is located.</li> </ul>	
while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section one	
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	No more than £1,000 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 £1,000 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	a) any amount over 5% of the sum insured for <b>buildings</b> b) more than £500 for any one tree, plant or shrub
commotion or acting maliciously	c) any fees incurred in the preparation of <b>your</b> claim, and costs relating to undamaged parts of the garden
	d) for any damage to fences, gates, boundary walls, paddocks or woods

# Accidental damage to buildings

The following section 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, boundary walls, gates and fences and fuel tanks
	I) for any damage caused by or contributed to by or arising from any kind of <b>pollution</b> 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.

You must maintain your property in a good state of repair, as not doing so could invalidate your insurance. If we determine that your property hasn't been maintained to a good state of repair, we may reduce the amount of any related claim payments or refuse to pay any claims, and cancel your policy, giving you 21 days' written notice sent to the last known email address we have for you.

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.

# Section two Contents

This Policy covers **your Home's contents** for physical loss and damage that directly result from the following causes and perils and subject to the exclusions described below and in the General Exclusions section of this Policy:

What is covered	What is not covered
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)
1b) smoke damage	a) for loss or damage by any gradually operating cause
	b) for loss or damage by any smoke where there was no fire
2) aircraft and other flying devices or items dropped from them	
3) storm, flood hail, or weight of snow	property out in the open where it would be reasonable that you brought your <b>contents</b> into shelter
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 provided there is evidence of violent and forcible entry	a) any amount over £1,500 within detached domestic outbuildings and garages (whether such garage is attached to the property or otherwise)
7) collision by an animal or vehicle	a) collision by any vehicle under the supervision of you or any member of your household/family unless you or they have had sufficient training.
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 <b>to contents</b> following damage to solid floors unless the walls of the <b>home</b> are damaged at the same time by the same event
	b) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
	c) for loss or damage to <b>contents</b> whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions
	d) 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 Home's <b>premises</b>

# Section two Contents (Continued)

This Section of the insurance also covers

What is covered	What is not covered
A) accidental damage to:	a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling     b) for damage to tapes, records, cassettes, discs or computer software     c) for mechanical or electrical faults or breakdown
B) accidental breakage of	for the cost of repairing, removing or replacing frames
C) the <b>contents</b> , if these are not already insured, whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:	a) for <b>contents</b> outside the <b>United Kingdom</b> b) for <b>money</b> or <b>credit cards</b>
(i) any of the events insured under numbers 1-10 in Section two while the <b>contents</b> are:	c) any amount over 20% of the sum insured under Section two for <b>contents</b>
in any occupied private dwelling	d) Contents for sale, and/or items away on exhibition
• in any <b>buildings</b> where <b>you</b> are living or working	e) Contents away from the home for more than 60 days
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 the <b>home</b> 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>

# Section two Contents (continued)

What is covered What is not covered

E) Additional costs of alternative accommodation, similar in size and standard to your existing accommodation, which you have to pay for. When you require alternative accommodation.

To determine what we mean by the 'reasonable cost of alternative accommodation,' we consider numerous factors, including:

- The circumstances of your claim.
- The needs of you, your family, and your domestic animals.
- How long you might need the accommodation for.
- What type of accommodation is available and where it is located.

a) any amount over 20% of the sum insured under Section two for the **contents** of the **buildings** damaged or destroyed.

If **you** claim for such loss under Sections one and two, **we** will not pay more than 20% of the building sum insured in total

F) increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section two

more than £1,500 in any **period of insurance** and one originating cause even if that cause should manifest itself over more than one **period of insurance** 

If you claim for such loss under Sections one and two, we will not pay more than £1,500 in total

G) the cost of repairing accidental damage to

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which  $\mathbf{you}$  are legally responsible for as owner-occupier of the  $\mathbf{Home}$  only

# Contents Optional Extension of Covers

The following applies only if the  $\mbox{\bf schedule}$  shows that these covers are included.

# Fatal Injury Benefit to You

What is covered	What is not covered
This Section of the insurance also covers	
H) 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:	
<ul> <li>£10,000 for each insured person over sixteen years of age,</li> </ul>	
£5,000 for each insured person under sixteen years of age, at the time of death	

# Wedding & Celebration Gift Protection

I) wedding and other gifts for 30 days before and 30 days	any amount over 10% of the sum insured under the
after a wedding, birthday or religious celebration.	contents section

# Section two Accidental damage to Contents

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

What is covered	What is not covered
This extension covers	We will not pay the excess(es) shown on your schedule
J) 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 contents within garages, and outbuildings
	c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	d) Any damage (including chewing, tearing, scratching or fouling) by animals
	e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles
	f) for money, credit cards, documents or stamps
	g) for damage to contact, corneal or micro corneal lenses
	h) for damage while the <b>home</b> is lent, let or sub let
	i) for damage caused by extremes of temperature, exposure to light and/or adverse weather conditions.
	j) for damage arising out of faulty design, specification, workmanship or materials
	k) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure
	I) for damage caused by extremes of temperature and exposure to light and/or adverse weather conditions
	m) for any loss or damage caused by or contributed to by or arising from any kind of <b>pollution</b> 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 injury</b> by accident happening during the <b>period of insurance</b> within the <b>Geographical Limits</b> to <b>your</b> domestic staff employed in connection with the <b>Home</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  $\pounds 5,000,000$  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 is limited to Part A (i) below.
- if the **contents** only are insured, **your** legal liability as owner is **you** are 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

(i) as owner for any amounts **you** become legally liable to pay as damages for:

- bodily injury
- damage to property

caused by an accident happening at the **Home** during the **period of insurance**.

OR

(ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- bodily injury
- damage to property

caused by an accident happening within the **Geographical** Limits during the **period of insurance** 

This includes **pollution** and/or contamination:

- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule;
- reported to us as soon as possible but not later than 30 days from the end of the period of insurance;

in which case all such **pollution** and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

a) for **bodily injury** to:

- yo
- any other permanent member of the **Home**
- any person who at the time of sustaining such injury is engaged in your service
- b) arising out of any criminal or violent act to another person or property
- c) for damage to property owned by or in the charge or control of:
  - you
  - any other permanent member of the home
  - any person engaged in your service
- d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance** (Exclusions continued over the page)

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:
	any motorised or horse drawn vehicle other than:
	<ul> <li>motorised mobility scooters</li> </ul>
	<ul> <li>gardening equipment used within the premises and</li> </ul>
	<ul> <li>pedestrian controlled gardening equipment used elsewhere</li> </ul>
	any power-operated lift, other than stair lifts.
	any aircraft, air cushioned vehicles or watercraft other than manually operated rowing boats, punts or canoes
	any railways, tramways, cable-cars or vessels
	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 <b>pollution</b> and/or contamination:
	<ul> <li>personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of pollution;</li> <li>the cost of removing nullifying or cleaning up pollutants;</li> <li>fines penalties punitive or exemplary damages arising directly or indirectly out of pollution.</li> </ul>
	j) arising out of <b>your</b> ownership, occupation, possession or use of any land or <b>building</b> that is not within the <b>premises</b>
	k) arising out of, resulting from, caused by or related to fungus, mildew or mould
	I) arising out of and in the course of the employment of your employees

m) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
n) arising out of decennial liability
o) arising out of environmental impairment liability
p) arising out of electro-magnetic fields
q) arising out of pure financial loss
r) arising out of activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the premises, including where you are working in your capacity as a professional tradesman.

Part B Unenforceable Judgement Benefit

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

# 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 £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.  Valuables are covered within the home. Personal possessions are covered outside of the home	a) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould, fungi or frost     b) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure
	c) any amount over £1,500 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b>
	d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
	e) for damage to guns caused by rusting or bursting of barrels
	f) for breakage of any sports equipment whilst in use
	g) for any loss of or damage to contact, corneal or micro corneal lenses
	h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision
	i) any amount over £1,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unlocked or unattended and the items were not hidden in; a locked glove compartment, luggage boot and there is evidence of a violent and forcible entry.
	j) any amount over £2,000 in total in respect of theft of disappearance of jewellery from hotel or motel rooms of AirBnb's or equivalent accommodations during your absence from such rooms unless placed in a locked safe or safety deposit box.
	K) items not in the custody, care or control of <b>You</b>

# 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.

# 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 mechanical breakdown, or contaminated by refrigeration fumes	a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply     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	
	c) more than £500	

# Section seven Pedal Cycle cover

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

What is covered	What is not covered		
Section two of this insurance extends to cover	We will not pay		
the cost of repairing or replacing <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		
	e) any cycle with value in excess of £500		

# Limit of insurance

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

# 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
<ul> <li>theft or accidental loss of money</li> <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>	a) to make up any shortages due to error or omission 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)
<ul> <li>upon discovering any such loss or theft, you have notified the police and, in the case of credit card(s), within 24 hours the card issuing company; and</li> <li>you have complied with all other conditions under which your credit card(s) were issued to you</li> </ul>	

# Section nine

# KEY PROTECTION INSURANCE

#### INTRODUCTION

Thank you for choosing Key Protection Insurance.

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

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

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

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

#### CONSUMER INSURANCE ACT

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

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

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

# **COOLING OFF PERIOD**

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

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

## JURISDICTION AND LAW

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

# **DEFINITIONS**

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

Annual Claim Limit The most we will pay in the period of insurance as shown in your policy schedule.

Claims Administrators Davies Group.

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

**Emergency Situation** A dependent is left alone and unsupervised, or if there is serious or immediate danger to

you or your vehicle, home or belongings.

Immediate Family Member Husband, wife, civil partner, live-in partner and their parents, children, stepchildren, adult

children, or adult stepchildren.

Insured Event The loss, theft or accidental damage of an insured key, or an insured key locked inside your

home or vehicle during the period of insurance.

**Insured Key**House keys, vehicle keys and personal **property** keys that belong to **you**, apart from those

given to you by others, such as a friend, neighbour or relative.

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

New Locks New locks fitted or changes to the existing locks to enable a new key to replace an insured

key.

Onward Transport Costs Transport costs for getting you and your vehicle to your original destination or your home,

up to a maximum of £75.

Period of Insurance The period stated in your policy schedule that this policy is in force for.

Policyholder The person named in your policy schedule.

Policy Schedule The separate document we send you that includes details about you and what you are covered

tor.

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

Replacement Key A key to replace an insured key and includes any reprogramming of infrared handsets,

immobilisers, and alarms that is required following the replacement of the **insured key**.

Territorial Limits United Kingdom, Channel Islands and Isle of Man.

We/Us/Our/Insurer Collinson Insurance.

You/Your The policyholder and any immediate family member permanently living at the same address

as the policyholder.

# WHAT IS COVERED

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

Wh	What Is Covered		We Will Not Pay	
1.	Locksmith Charges:  We will pay up to the annual claim limit for locksmith charges if an insured key is lost, stolen, accidentally damaged, or locked in your home or vehicle and you are unable to access your home, vehicle, or property.	• %	Any charges or costs incurred for the attendance of a ocksmith or other tradesman at a particular location, and <b>/ou</b> are not there.  Any charges to gain entry to <b>your</b> home or vehicle where <b>/ou</b> have access to a <b>duplicate key</b> unless you are in an emergency situation.	
2.	New Locks (including reprogramming of immobilisers, infrared handsets, and alarms):  We will pay up to the annual claim limit for new locks if there is a security risk to your home, vehicle, or property due to the loss/theft of an insured key.	• F	For replacement locks of a higher standard or specification than those needing to be replaced. For locks which are damaged before the loss, theft, or accidental damage of an <b>insured key</b> .	
3.	Replacement Keys: We will pay up to the annual claim limit for replacement keys (including any immobiliser, infrared handset and/or alarm which is integral to any insured key) if an insured key is lost by, stolen from, or accidently damaged by you.	• [	For more than two keys per lock, per claim.  For <b>replacement keys</b> of a higher standard or specification than those needing to be replaced.	
4.	Onward Transport Costs:  We will pay up to £75 per claim for onward transport costs if you have no access to your vehicle and you are away from your home due to lost, stolen, or broken insured keys.	• 1	More than £75 per claim for <b>onward transport costs</b> .	
5.	Vehicle Hire: We will pay up to £40 per day, for up to three days, if you are unable to use your vehicle due to the loss or theft of an insured key.		More than £40 per day for a hire vehicle. Vehicle hire charges after the third day of hire.	
6.	Accommodation Costs:  We will pay hotel or accommodation costs if you have no access to your home up to a maximum of £120 per claim due to the loss or theft of an insured key.	• 1	More than £120 per claim for accommodation costs.	

# WHAT IS NOT COVERED (EXCLUSIONS)

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

#### CONDITIONS APPLICABLE

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

# HOW TO MAKE A CLAIM

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

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

# https://keyclaims.davies-group.com

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

# Supporting documents

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

When you make a claim in respect of other keys, we may, at our discretion, ask for supporting documents, such as, but not limited to evidence of address.

### Theft

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

# Maximum number of claims

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

# **CLAIMS SETTLEMENT**

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

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

# **CANCELLATION BY US**

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

Valid reasons may include but are not limited to:

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

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

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

#### **FRAUD**

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

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

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

#### **COMPLAINTS PROCEDURE**

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

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

Email: <u>customer.care@davies-group.com</u>

• Tel: 0344 856 2015

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

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

The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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

#### **COMPENSATION SCHEME**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a> or by telephoning 0207 741 4100.

# DATA PROTECTION

# How We Use the Information About You

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

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

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

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

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

# Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that you have with us.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

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

# How we store and protect your information

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

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

#### How you can access your information and correct anything which is wrong.

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

Email address: <a href="mailto:data.protection@collinsongroup.com">data.protection@collinsongroup.com</a>

Postal Address: 3 More London Riverside, London, SE1 2AQ

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

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

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

# Section 10. 24/7 Legal Advice Helpline and Identity Theft cover

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

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

Financial and Legal Insurance Company Limited have appointed Lexelle Limited to administer section 10 of **your** insurance. Lexelle Limited are authorised and regulated by the Financial Conduct Authority, register number 312782.

Lexelle Limited can be contacted at: Lexelle Limited PO Box 4428 Sheffield S9 9DD

Tel: 0114 250 3107 Email: <a href="mailto:assist@lexelle.com">assist@lexelle.com</a>

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

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

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

#### Administrator

Lexelle Limited

# Free legal advice

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

#### Insured

The person named in the schedule to this Policy.

#### Legal advice

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

#### Principal home

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

#### Schedule

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

#### We, Us, Our, Insurer

Financial & Legal Insurance Company Limited

# You, your

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

#### 24/7 Free legal advice service

#### Guidance notes

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

#### Service Provision

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

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

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

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

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

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

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

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

# **Identity Theft**

# Guidance notes

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

# What is Insured?

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

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

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

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

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

The amount we will pay is based on the following:

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

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

# Conditions Relating to Identity Theft

Failure to adhere to the follow may result in your claim for cover under the Identity Theft being rejected:

Within 24 hours of discovering your identify has/may have been stolen you must:

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

#### What is not Insured?

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

# How to make a claim under section 10.

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

For Identity Theft, please contact Lexelle Limited PO Box 4428 Sheffield S9 9DD

Telephone: 0114 350 4107 Email: assist@lexelle.com

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

### Important information about your insurance with us

# Financial & Legal Insurance Company Limited Privacy Notice

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

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

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

# Why do we process your data?

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

# What information do we collect about you?

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

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

# Financial & Legal Insurance Company Limited's full privacy notice

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

# **Financial Services Compensation Scheme**

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

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

# **Endorsements**

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

#### 1. Alarm clause:

This insurance does not cover theft:

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

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

and

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

# 2. Bank or building societies interest clause:

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

#### 3. Business use extension clause:

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

#### 4. Climatic conditions clause:

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

#### 5. Contractors exclusion clause:

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

#### 6. Flood exclusion clause:

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

#### 7. Hotel and motel clause:

This insurance does not cover theft or disappearance of Jewellery (including watches) from hotel or motel rooms during **your** absence from such rooms Unless the Jewellery was kept in a locked safe and there is evidence of violent or forcible entry into the safe.

(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 **Home**.

#### 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 **Policy** 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 **Policy** will be cancelled immediately upon expiry of such notice. Any return premium allowable under this **Policy** 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.

# Special Claims requirement

You are required to provide satisfactory evidence of the ownership and prior condition of the lost or damaged stamps.

# 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 October to 31st March:

- all main water and gas supplies must be turned off and drained from the system or appliance or
- the central-heating system must be 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, heave or landslip which remains as per the Policy.

# 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 Policy.

If you fail to comply with the above this **Policy** 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 **Home** specified in the schedule (or specification attached) from any cause OTHER THAN AS EXCLUDED below or 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 and so is a strict obligation that:

i) All wine be racked and stored a minimum of 6 inches (15 centimetres) from the floor,

and

ii) All racking be securely fastened to a wall.

# Basis of valuation:

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

# 25. Settings clause:

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

# 26. Chimney clause:

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

- all chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they
  must be professionally cleaned within 30 days of the inception date of this Policy 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 Policy 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 Policy.

#### 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 and Section 4 legal liability to the public in respect of the **home** as stated in the schedule.

# 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.
- 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.

#### FR01. Flood Exclusion:

This Policy excludes all claims arising from:

Flood from any cause, including that resulting from storm or any other peril. This also includes:

Escape of water from any normal natural or artificial confines, including but not limited to any watercourse, lake, reservoir, canal, or dam; or

Inundation by water from the sea, river, tidal wave, or tsunami; or

Loss or damage caused by rising water table levels (the level below which the ground is completely saturated with water), which happens gradually over a period of time.

This exclusion does not apply to loss or damage caused by the escape of water from a fixed water tank, apparatus, pipe, or internal sprinkler system.

#### FR02. Flood & Storm Exclusion:

This Policy excludes all claims arising from:

Flood from any cause, including that resulting from storm or any other peril. This also includes:

Escape of water from any normal natural or artificial confines, including but not limited to any watercourse, lake, reservoir, canal, or dam; or

Inundation by water from the sea, river, tidal wave, or tsunami; or

Loss or damage caused by rising water table levels (the level below which the ground is completely saturated with water), which happens gradually over a period of time;

Storm, including rainstorm, windstorm, hurricane, tornado, cyclone, or tempest, as well as water backing up from a sewer or drain;

This exclusion does not apply to loss or damage caused by the escape of water from a fixed water tank, apparatus, pipe, or internal sprinkler system.

