Noble Home and Key Cover



Insurance Certificate

Contents

Introduction to your Home Insurance Certificate	Page 1
Telling us about a claim	Page 3
Cancellation	Page 5
What to do if you have a complaint	Page 6
Notification of changes which may affect your insurance – keeping us updated	Page 7
How We Use Your Data	Page 9
Fraud prevention, detection and claims history	Page 10
Definitions	Page 13
Insurance provided – cover options	Page 16
Section 1 – Buildings	Page 17
Section 2 – Accidental damage to buildings	Page 22
Section 3 – Contents	Page 25
Section 4 – Accidental damage to contents	Page 32
Section 5 – Personal possessions outside the home	Page 35
Section 6 – Key Cover	Page 40
General terms and conditions	Page 47
General exceptions	Page 50

Paragon Noble Home Certificate

Home and Key Cover Insurance

Introduction

Please read your insurance Certificate carefully and keep this in a safe place.

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

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

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

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

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

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

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

Changes that may affect your cover

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

It is important that:

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

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

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

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

This Certificate is governed by English law.

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

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

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

The parties involved in your insurance (sections 1 to 5)

Your Certificate (Sections 1-5) is arranged and administered by Paragon Car Ltd who are registered in England company no. 04133312 with a registered office at 1st Floor, Jupiter House, Orbital One, Green Street, Green Road, Dartford, Kent DA1 1QG

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

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

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

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

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

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

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

Section 6 of the Certifcate is underwritten by Astrenska Insurance Limited.

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

How to Make a Claim

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

For claims, except liability claims:	For liability claims:	For Key claims:
Call us on 0333 400 9069 Email us at <u>ukgclaims@davies-group.com</u> Go online at <u>http://ukgprop.davies-group.com</u> Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN	Call us on 0845 207 7453 Email us at <u>UKG@kennedyslaw.com</u> Postal address: Kennedys Claims Services, 6 Queen Street, Leeds, LS1 2TW	Call us on 0344 856 2270 Email us at <u>keyclaims@davies-</u> <u>group.com</u> Postal address: Davies Group, Unit 8, Caxton Road, Fulwood, Preston PR2 9NZ

In all correspondence please state that **your** insurance is underwritten by UK General Insurance (sections 1-5) or Astrenska Insurance Limited (section 6) and quote **your** unique Certificate number from **your schedule**. This will help **us** to confirm **your** Certificate details and deal with **your** claim as quickly as possible.

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

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

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

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

Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission.

We will pay any costs or expenses involved in exercising our right of subrogation.

The parties involved in your insurance (section 6)

Astrenska Insurance Limited will administer section 6 of your insurance.

We can be contacted at:

Cutlers Exchange 123 Houndsditch London EC3A 7BU

You should contact Astrenska Insurance Limited if you have any questions about your insurance or if you need to make a change to your insurance (see Notification of changes which may affect your insurance).

Davies Group will also deal with any claims you notify under section 6 of your insurance.

Please use the same contact details as set out above. You should contact **Davies Group** there if you need to make a claim or to report an incident that may give rise to a claim under section 6 of this insurance.

Davies Group will deal with your claim as quickly and fairly as possible. Davies Group may appoint an authorised representative to assist with your claim.

Please read the General exceptions and General terms and conditions in this policy wording.

If you are unhappy with the way **Davies Group** or the **authorised representative** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'Complaints' section of the policy.

Your Insurer

Your insurer is Astrenska Insurance Limited.

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

You can check this on the Financial Services Register by visiting the website <u>www.fca.org.uk/register</u> or by contacting the Financial Conduct Authority on 0800 111 6768.

Telling us about a claim

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

How to notify a claim (section 6 of this insurance)

If **you** need to make a claim, please contact:

Telephone: 0344 856 2270

You must supply us with a complete and truthful report of the facts giving rise to your claim, details of any potential witnesses, and provide us 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.

We will make a preliminary assessment of the merits of your claim. If we decide that your claim appears to be covered by your policy and there is a reasonable prospect of success, we will appoint an authorised representative to act on your behalf in respect of your claim.

If we consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or we decide your claim does not appear to have a reasonable prospect of success; then we will tell you, and if requested by you provide confirmation in writing.

If you accept our advice, your entitlement to payment from us under this policy for your claim is at an end and we will be discharged from any liability to you in respect of that claim.

If you do not accept our advice, the administrator will instruct another authorised representative to advise whether your claim has a reasonable prospect of success. If the alternative authorised representative instructed advises that your claim does not have reasonable prospect of success, the Insurer will not be liable to pay you anything under the terms of this policy for that claim. If the alternative authorised representative instructed advises that there are reasonable prospects of success, the Insurer will appoint the alternative authorised representative to act on your behalf in the pursuit of your claim and advise you accordingly. Any authorised representative will require you to enter into an agreement with them in order for them to act on your behalf.

The **Insurer** will take over and conduct any **civil claim** for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by the **administrator** will act on **your** behalf and **you** must accept the nomination. If the **Insurer** agrees **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however **you** must obtain the written agreement of the **Insurer** for them to become **your authorised representative**. That agreement shall not be unreasonably withheld however the **Insurer** will only pay **professional fees** up to the amount that the **Insurer** would have paid an **authorised representative** appointed by **administrator**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We may require a barrister to advise whether in all the circumstances of your claim, to include whether an offer should be made or accepted in settlement of your claim or whether your claim should be pursued or continue to be pursued by legal proceedings.

If we consider that your claim should be pursued by some means other than by legal proceedings we will tell you in writing.

Cooling Off Period

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

Cancellation

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

- a) cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to: a) non-payment of premium
 - b) threatening and abusive behaviour
 - c) failure to provide documents
 - d) non-compliance with Certificate terms and conditions.
 - e) a change in your circumstances means that we can no longer provide cover
 - f) where we identify your involvement in, or association with, insurance fraud or financial crime

g) where **you** have misrepresented or provided false information to the questions asked **you** when you purchased, renewed or amended **your** Certificate

If **we** cancel **your** Certificate, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 8.

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

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

Administration Fees

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

Mid Term Adjustments that are made in the 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.

How to Make a Complaint.

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

- If you have a complaint regarding the sale or service of your Certificate, please contact the broker or Insurance advisor who arranged the insurance for you.
- If you have a complaint about the handling of any other claim, please contact: Davies Group, Customer Relations, PO Box 2801, Stoke-on-Trent, ST4 9DN Tel: 0333 400 9071 Email: customer.care@davies-group.com
- If you have a complaint about the handling of a liability claim, please contact: Kennedys Claims Handling, 6 Queen Street, Leeds, LS21 2TW Tel: 0845 207 7453 Email: UKG@kennedyslaw.com

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-5) or Astrenska Insurance Limited (section 6) and quote **your** unique Certificate number from **your** schedule.

Financial Services Compensation Scheme

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

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.

For section 6 of your Certificate

You can write to the claims administrators, Customer Relations. Davies Group Unit 8, Caxton Road, Fulwood, Preston, PR2 9NZ,

Or, you can phone 0344 856 2270 or email keyclaims@davies-group.com

Compensation scheme

Astrenska Insurance Limited is a member of the Financial Services Compensation Scheme (FSCS). Further information can be obtained from the website <u>www.fscs.org.uk</u>

Financial Ombudsman

If it is impossible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service Exchange Tower, London E14 9SR.

Telephone 0800 023 4567 Email: <u>https://www.financial-ombudsman.org.uk/contact-us/complain-online</u>

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

These procedures do not affect **your** right to take legal action.

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

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

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

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

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

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

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions you were asked at the time of insuring with us. It is important that you check your records for the information you have provided and notify us immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your Certificate being cancelled, and may affect your ability to gain insurance from other insurers.

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

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

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

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

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

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

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

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

- Where a higher premium would have been charged **we** will reduce the amount of the claim settlement proportionate to the premium **we** would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **us** (other than terms relating to premium), **we** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **we** would not have entered into the insurance contract at all **we** can treat the insurance as void and cancel **your** Certificate as if it never existed from inception and refuse to pay all claims.
- We will return the premium you have paid to us unless there is another reason why we should retain it. See Cancellation section of your Certificate.

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

- We will have the option to treat the insurance as void (we can cancel your Certificate from inception and treat the insurance as though it had never existed).
- We can retain the full premium even if you have not paid us the premium in full we shall be entitled to collect it from you.

Fraudulent claims

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

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

We:

- a) are not liable to pay the claim: and
- b) may recover from you any sums paid by us to you in respect of the claim;

and

c) may by notice to you treat the contract as having been terminated with effect from the time of the fraudulent act.

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

We will not return any of the premiums paid.

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

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

How We Use Your Data

Insurer Privacy Statement

WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

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

UK GENERAL INSURANCE LIMITED

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

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

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

Why do we process your data?

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

What information do we collect about you?

Where **you** have purchased an insurance Certificate through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance Certificate.

For specific types of insurance policies, for example when offering **you** a Personal Accident Certificate, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance Certificate with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

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

Privacy Notice

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

Data Protection

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

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

- share information about you with other organisations and public bodies including the police
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** provide **us** with false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:

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

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

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

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

Credit Searches or Third-Party Information Sources

In considering **your** application for this insurance Certificate **Paragon Car Ltd** may consult several data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain Certificate records and to combat fraud. **Paragon Car Ltd** may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies.

Please check our privacy policy at <u>http://www.paragon-uk.net/Privacy%20Policy.html</u>, which can be found at <u>www.paragon-uk.net</u> for details of these third parties This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reason or for tracing debtors.

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

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

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

Information on products and services

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

Fraud prevention, detection, and claims history

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

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

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

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

Industry agencies and databases

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

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

Other insurers

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

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

Fair Processing Notice

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

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

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

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

Telephone recording and document management

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

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

Our service commitment

Customer feedback

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

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

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

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

Guidance notes

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

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

Broker/Insurance Advisor, they, their, them

The firm appointed by us to administer sections 1 to 5 of this insurance on our behalf.

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

Authorised representative

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

Building(s)

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

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

Civil claim

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

Claims service provider

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

Clause(s)

Changes to the terms of your Certificate. These are shown on your schedule as endorsements.

Contents

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

- You own;
- You are legally responsible for (but not landlords' contents);
- Belong to domestic employees who live with you.

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

Defendant's costs

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

Domestic employee(s)

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

Domestic animals

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

Excess

The amount \boldsymbol{you} will have to pay towards each separate claim.

Heave

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

Home

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

- Built of brick, stone or concrete; and
- Roofed with slates, tiles, asphalt, metal or concrete; and
- No more than 25% of the total external roof area either flat or covered with asphalt/felt.
- Your primary or principal residence and where you are listed on the electoral roll.

Home office equipment

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

Landslip

Movement of land down a slope.

LEA

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

Legal advice

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

Legal assistance

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

Legal proceedings

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

Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

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

Outbuildings

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

Period of Insurance

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

Personal belongings

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

Personal money

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

Professional fees

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

Reasonable prospect of success

The matter falling within the cover provided by section 6 items 1 to 9 of this insurance has a greater chance than not of being wholly successful at the time of reporting **your claim** and, throughout the conduct of **your claim**.

Rehabilitation treatment

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Counsel and recommended by a qualified medical practitioner and **us** and requested by **your authorised representative**.

Schedule

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

Settlement

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

Small claim(s)

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

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning, or snow. (The wind speed or gust should normally exceed 55mph (48 knots) to be a storm but **we** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered).

Strict liability

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

Subsidence

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

Sum Insured

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

Unoccupied

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

Valuables

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

We, us, our

UK General Insurance Limited your insurers in respect of Sections 1 – 5.

You, your

The person(s) named on **your schedule**, their domestic partner, and members of their family (or families) who are normally living with them.

Your claim

A claim for costs, defendant's costs, legal assistance, or legal advice covered under section 6 items 1 to 9 of this insurance.

Insurance provided – cover options

Guidance notes

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

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

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

Section	Cover	Standard	Plus
1	Buildings	Yes	Yes
2	Accidental damage to buildings	No	Yes
3	Contents in the home	Yes	Yes
4	Accidental damage to contents in the home	No	Yes
5	Personal possessions outside the home	Yes	Yes
6	Key Protect	Yes	Yes

The cover **we** provide under each section is set out in detail under sections 1 to 6 below, so are the conditions applying to each section.

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

The General exceptions and General terms and conditions of this insurance Certificate apply to all sections of policy cover.

Section 1. Buildings

Guidance notes

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

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

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

What is covered under items 1 and 2

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

What is not covered under item 2

We will not cover loss or damage that happens gradually.

What is covered under item 3

3. **Storm** or flood.

What is not covered under item 3

We will not cover loss or damage:

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

What is covered under items 4 and 5

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

What is not covered under items 4 and 5

Under item 5 we will not cover loss or damage:

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

What is covered under item 6

- 6. Being hit by:
 - Aircraft or other flying objects or anything falling from them.
 - Vehicles or animals.

What is covered under item 7 and 8

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

What is not covered under items 7 and 8

We will not cover loss or damage:

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

What is covered under item 9

9. Domestic heating oil and loss of metered water.

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

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

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

What is not covered under item 9

We will not cover:

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

What is covered under item 10

10. Theft or attempted theft.

What is not covered under item 10

We will not cover loss or damage:

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

What is covered under item 11

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

What is covered under item 12

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

What is not covered under item 12

We will not cover:

Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the home unless we also accept a claim for subsidence, heave or landslip damage to the home;

- Damage if you knew when this Certificate started that any part of the **buildings** had already been damaged by **subsidence**, **heave** or **landslip**, unless **you** told **us** about this and **we** accepted it.
- Damage caused by riverbank or coastal erosion;
- Damage to solid floors caused by infill materials settling, swelling or shrinking;
- Damage caused by settlement or by shrinkage or expansion of parts of the buildings;
- Damage caused by faulty or unsuitable materials, design or poor workmanship.

13. Falling trees or branches.

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

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

What is not covered under item 13

We will not cover costs you have to pay for:

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

What is covered under item 14

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

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

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

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

Guidance notes

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

What is covered under item 15

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

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

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

16. Tracing and accessing leaks.

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

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

What is not covered under item 16

We will not:

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

What is covered under item 17

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

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

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

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

- From you owning the building and its land;
- Under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any home you previously owned and occupied or leased occupied.

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

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

If the **buildings** section of this Certificate is cancelled or ends, the Defective Premises Act cover will continue for seven years for any **home** insured by the **buildings** section before the Certificate was cancelled or ended.

What is not covered under item 17

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

We will not cover liability in connection with:

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

Guidance notes

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

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

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

What is covered under item 18

18. Selling **your home**.

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

What is covered under item 19

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

We will provide cover for accidental damage to:

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

What is not covered under item 19.

We will not cover:

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

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

We will not cover:

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

Section 2. Accidental damage to buildings

Guidance notes

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

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

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

What is covered under item 1

1. Extra accidental damage to buildings.

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

What is not covered under item 1

We will not cover:

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

What is not covered under the whole of section 2

We will not cover:

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

Buildings conditions

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

Guidance notes

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

1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification, including an amount for removing debris, demolition costs and architects' and surveyors' fees.

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

2. Settling claims

We can choose to settle your claim by:

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

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

What we will pay

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

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

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

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

Guidance notes

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

What we will not pay

We will not cover:

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

3. Pairs, sets, collections and suites

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

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

Section 3. Contents

Guidance notes

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

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

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

What is covered under items 1 and 2

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

What is not covered under item 2

We will not cover loss or damage that happens gradually.

What is covered under item 3

- 3. **Storm** or flood.
- What is not covered under item 3

We will not cover loss or damage that happens gradually.

What is covered under items 4 and 5

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

What is not covered under items 4 and 5

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

Under item 5 we will not cover loss or damage:

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

What is covered under item 6

6. Being hit by:

- Aircraft or other flying objects or anything falling from them.
- Vehicles or animals.

What is covered under item 7

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

What is not covered under item 7

We will not cover loss or damage:

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

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

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

What is not covered under item 8

We will not cover:

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

What is covered under item 9

9. Theft or attempted theft.

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

What is not covered under item 9

We will not cover:

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

What is covered under item 10

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

What is covered under item 11

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

What is not covered under item 11

We will not cover:

Damage caused by:

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

12. Falling trees or branches.

What is covered under item 13

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

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

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

What is not covered under item 13

We will not cover:

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

What is covered under item 14

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

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

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

What is not covered under item 14

We will not cover:

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

What is covered under item 15

15. Food in freezers

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

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

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

What is not covered under item 15

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

16. Domestic heating oil and loss of metered water.

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

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

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

What is not covered under item 16

We will not cover:

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

What is covered under item 17

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

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

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

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

Guidance notes

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

What is covered under item 18

18. Fatal injury benefit.

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

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

The most **we** will pay for any one claim under the Certificate is up to £3,000.

19. Household removals.

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

What is not covered under item 19

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

What is covered under item 20

20. Religious festivals and wedding gifts.

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

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

What is covered under item 21

21. Occupiers, personal and employer's liability

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

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

Happening during the period of insurance in:

- The United Kingdom and the Isle of Man.
- The rest of the world, for no more than 30 days in any one **period of insurance**. and arising:
- As occupier (not as owner) of the home and its land;
- In a personal capacity (not as occupier or owner of any building or land);
- As employer of a **domestic employee**.

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

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

What is not covered under item 21

We will not cover liability in connection with:

- You owning land, buildings or other fixed property;
- You living in or occupying land or buildings other than the home or its land;
- Aircraft other than pedestrian controlled radio-controlled toys or models but excluding radio-controlled drones.
- You (or anyone on your behalf) owning, possessing, or using any motorised vehicle.
- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
 - Those only propelled by oars or paddles.
 - Pedestrian-controlled toys or models.
- Deliberate or malicious acts.

- The transmission of any communicable disease or virus by you.
- Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- Any agreement except to the extent that you would have been liable without that agreement.
- Any trade, business, or profession.
- Loss or damage to property which belongs to you or is in your care or control.
- Bodily injury or illness to **you**.

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

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

Guidance notes

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

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

What is covered under item 22

22. Tenant's liability

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

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

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

We will not cover:

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

What is covered under item 23

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

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

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

What is covered under item 24

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

We will provide cover for accidental damage to:

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

What is not covered under item 24

We will not cover:

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

What is not covered under the whole of section 3

We will not cover:

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

Section 4. Accidental damage to contents in the home

Guidance notes

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

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

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

What is covered under item 1

1. Extra accidental damage to contents in the home.

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

What is not covered under item 1

We will not cover:

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

What is not covered under the whole of section 4

We will not cover:

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

Contents conditions

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

Guidance notes

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

1. The sum insured

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

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

2. Settling claims

We can choose to settle your claim by:

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

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

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where we will take off an amount for depreciation.

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

What we will pay

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

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

3. Valuables

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

4. Pairs, sets, collections and suites

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

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

5. Items valued over the single item limit

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

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

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

6. Proof of value and ownership

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

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

Section 5. Personal possessions

Guidance notes

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

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

What is covered under item 1

1. Unspecified and specified personal possessions.

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

This cover only applies when shown on your schedule.

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

What is not covered under item 1

We will not cover:

• Mobile phones or tablets.

What is covered under item 2

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

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

This cover only applies when shown on your schedule.

We will cover loss of:

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

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

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

Guidance notes

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

What is not covered under item 2

We will not cover:

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

What is covered under item 3

3. Pedal cycles (unspecified and specified).

This cover only applies when shown on your schedule.

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

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

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

What is not covered under item 3

We will not cover:

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

What is covered under item 4

4. Mobile phones and tablets (unspecified and specified).

This cover only applies when shown on your schedule.

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

The most we will pay for any unspecified mobile phone or tablet is up to £300.

The most we will pay for any specified mobile phone or tablet will be the amount shown on your schedule.

What is not covered under item 4

We will not cover:

- Theft unless the mobile phone or tablet is:
 - o In your immediate custody and control; or
 - Stolen from a locked room, locked building or locked motorised vehicle;
- Any loss arising from the unauthorised or inappropriate use of **your** mobile phone or tablet by **you** or anyone in possession of **your** mobile phone or tablet, including:
 - Call, text and data activity;
 - Financial or other loss caused directly or indirectly through the use of any electronic payment method or facility on **your** mobile phone or tablet;
- Loss of and/or the restoration of data, information or apps held in or on your mobile phone or tablet or on any SIM card contained therein;
- Amounts **you** are liable for under **your** airtime contract including connection/reconnection costs, call, text and data costs, subscription fees or charges of any kind;
- Indirect loss, including compensation for you not being able to use the lost, stolen or damaged mobile phone or tablet;
- The consequences of any resulting identity theft following **your** mobile phone or tablet being lost or stolen.

What is not covered under the whole of section 5

We will not cover:

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

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

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

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

Personal possessions conditions

The following conditions apply to section 5 of this Certificate.

Guidance notes

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

1. The sum insured

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

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

2. Settling claims

We can choose to settle your claim by:

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

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

A deduction for wear and tear will apply for clothing.

What we will pay

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

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

3. Valuables

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

4. Pairs, sets, collections and suites

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

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

5. Items valued over the single item limit

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

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

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

6. Proof of value and ownership

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

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

Section 6. Key Protect

KEY PROTECT POLICY WORDING

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

IMPORTANT INFORMATION

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

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

INTRODUCTION

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

DEFINITIONS

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

Claims Administrators - Davies Group

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

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

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

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

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

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

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

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

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

Policy: The terms and conditions of this policy.

Policyholder: The person named on the policy schedule.

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

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

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

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

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

We/Us/Our: Astrenska Insurance Limited.

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

WHAT IS COVERED

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

What is covered	We will not pay
1. Locksmith charges: We will pay for locksmith charges if an insured key is lost, stolen, accidentally damaged, or locked in your home or vehicle and you are unable to access to your home, vehicle or property.	 more than £50 in respect of an insured key that has been accidently damaged or broken in a lock or ignition. any charges or costs incurred where the claims administrators have arranged for the attendance of a locksmith or other tradesman, at a particular location and you do not attend. any charges to gain entry to your home or vehicle where you have access to a duplicate key, unless you are in an emergency situation.
 2. New Locks (including reprogramming of immobilisers, infrared handsets and alarms.) We will pay for new locks if there is a security risk to your home, vehicle or property due to the loss/theft of an insured key. 	 for replacement locks of a higher standard or specification than those needing to be replaced for locks which are damaged prior to the loss, theft, or accidental damage of an insured key.
 3. Replacement keys: We will pay for a replacement key (including any immobiliser, infra-red handset and/or alarm which is integral to any insured key) if an insured key is lost by, stolen from, or accidently damaged by you. 	 for more than 2 keys per lock, per claim. for replacement keys of a higher standard or specification than those needing to be replaced. more than £50 in respect of an insured key that has been accidently damaged or broken in a lock or ignition.
 Onward Transport Costs: We will pay up to £75 per claim for onward transport costs if you have no access to your vehicle and you are away from your home due to lost, stolen or broken insured keys. 	• more than £75 per claim.

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. vehicle hire charges after day 3 of hire.
6. Accommodation Costs:	more than £120 per claim.
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.	

EXCLUSIONS AND LIMITATIONS WHICH APPLY TO YOUR WHOLE POLICY

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

We shall be under no liability for:

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

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

CONSUMER INSURANCE ACT

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

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

COMPLAINTS

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

Complaints regarding:

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

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

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

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

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

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

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

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

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

CLAIMS PROCEDURE AND CONDITIONS

Making a Claim

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

Theft

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

Maximum number of claims

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

FRAUD

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

CLAIMS SETTLEMENT

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

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

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

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

Supporting documents

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

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

CANCELLATION BY YOU

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

CANCELLATION BY US

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

a) Fraud

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

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

HOW WE USE THE INFORMATION ABOUT YOU

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

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

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

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

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

PROCESSING YOUR DATA

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

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

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

HOW WE STORE AND PROTECT YOUR INFORMATION

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

HOW YOU CAN ACCESS YOUR INFORMATION CORRECT ANYTHING WHICH IS WRONG

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

Email address: data.protection@collinsongroup.com

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

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

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

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

FINANCIAL CRIME POLICY STATEMENT

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

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

General terms and conditions

Guidance notes

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

THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

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

1. Your duties to us

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

2. Your Certificate

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

- The information you provided, or which has been provided on your behalf when you took out insurance with us in either electronic form or paper copy;
- Any other information given by you or on your behalf in the formation and throughout the duration of the contract;
- Your Certificate;
- Your schedule;
- Any clauses endorsed on your schedule;
- Changes to **your** home and family legal expenses insurance Certificate contained in notices issued by the **us** at renewal.

3. Claims – your duties

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

- Tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;
- Contact the claims service provider (sections 1 to 5) or us (section 6) as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help we or they need to settle your claim;
- Do all you reasonably can to get back any lost or stolen property and tell the claims service provider without
 unnecessary delay if any property is later returned to you. If property is recovered and we have settled your claim,
 the property recovered becomes ours.
- Call the claims service provider if you receive any information or communication about the event or cause;
- Avoid discussing liability with anyone else without our permission.

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

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

Guidance notes

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

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

4. Our Rights

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

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

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

You cannot abandon property to us.

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

5. Certificate limits

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

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

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

6. Fraud

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

We may also take legal action against you.

7. Other insurance

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

8. Index linking

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

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

Guidance notes

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

9. Joint Certificate holders

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

General exceptions

Guidance notes

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

THESE GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THE INSURANCE

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

1. War

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

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

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

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

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

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

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

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

3. Other actions

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

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

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

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

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

4. Radioactivity

Loss, damage or liability which involves:

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

5. Sonic bangs

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

6. **Pollution or contamination**

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

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

7. Deliberate or criminal acts

Any loss or damage:

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

You or any person living with you.

8. Events before the cover start date

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

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

If you make a claim under your Certificate, we will reduce your no claim discount at the renewal of your Certificate in accordance with our no claim discount scale applicable at the time.

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

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



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