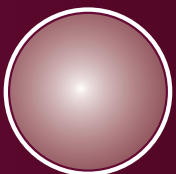


# Arena

## Home and Contents Insurance



**Paragon**

Policy Booklet

Model No 2419

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## INTRODUCTION ●

### **Paragon Car Ltd**

Paragon Car Ltd act on behalf of a number of insurers and are based in the UK. Paragon Car Ltd offer products exclusively through intermediaries and brokers and our priority is to provide a first class service to all of our customers.

This Policy is underwritten by Ocaso SA UK Branch. Authorised in Spain by the General Directorate of Insurance and Pensions and subject to limited regulation by the Financial Conduct Authority. Details about the extent of Ocaso's regulation by Financial Conduct Authority are available from them on request.

This booklet must be read in conjunction with Your Schedule and key facts document and anything You do not understand, or if any statement is incorrect, You should refer to Paragon Car Ltd.

Thank you for choosing Paragon for your household insurance

### **Ocaso General Conditions**

We will provide insurance against loss, damage or injury which may occur during the Period of Insurance in accordance with the Sections specified in the Schedule, subject to the exclusions, conditions and endorsements of the Policy Booklet.

We have discretion following a claim to make payment in money or effect any necessary repair, replacement or reinstatement.

The Policy Booklet, the Schedule and any Endorsements shall be read together as one contract.

Please read the Policy Booklet, the Schedule and any Endorsements to ensure that they have been prepared in accordance with the cover You have selected. If they are not correct, or do not meet Your wishes, please return them immediately to Your Broker or Agent or alternatively You can contact Us.

### **How to make a claim**

If You suffer loss or damage and have to make a claim please refer to the Claims Conditions of this policy, or alternatively contact Us at: 3rd Floor, 110 Middlesex St., London E1 7HY, Tel. No. (020) 7377 64 65. If You are in any doubt or require assistance contact Paragon Car Ltd immediately.

Under no circumstances should repairs to the Buildings or replacement of Contents be carried out, without Our prior approval.

### **Applicable to all policies**

Paragon Car Ltd will apply a non-refundable policy administration charge of £15.75 for Buildings or Contents and £31.50 for Buildings and Contents on new business and renewals.

A further charge of £10.50 will be made for any adjustments made in the policy period.

Cancellations will be charged at £10.50 for Buildings or Contents and £21.00 for Buildings and Contents where the policy has been in force.

## DEFINITIONS ●

The following words or expressions carry the meaning shown below wherever they appear in the Policy.

### **Insured/You/Your**

The person(s) named as Insured in the Schedule, their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

### **We/Our/Us/Insurer**

OCASO S.A., Seguros y Reaseguros, a member of the Association of British Insurers. We are incorporated in Spain and authorised in Spain by the General Directorate of Insurance and Pensions and are subject to limited regulation by the Financial Conduct Authority.

Details about the extent of Our regulation by the Financial Conduct Authority are available from Us on request.

### **Buildings/House/Home**

The private dwelling including garages and outbuildings all used solely for domestic purposes, permanent fixtures and fittings, swimming pools, tennis courts, paths, drives, terraces, patios, walls, fences and gates, all within the boundaries of the land belonging to the private dwelling at the address stated in the Schedule, not being buildings where:

- a) Any windows or doors are boarded or bricked up
- b) The insured property is undergoing any renovation or refurbishment
- c) The insured property is divided into bedsits

### **Contents**

Household goods, furniture and furnishings, valuables, clothing and personal effects belonging to the Insured. The following will not be deemed to be Contents for the purposes of this Insurance:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercrafts and accessories attached thereto.
- b) Animals.
- c) Any part of the Buildings.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Any item which is used either wholly or in part for business purposes.
- f) Items away from the Home.

### **Personal Effects**

Portable articles worn, used or carried about the person, and sports equipment.

The term Personal Effects does not include clothing, personal money or Valuables.

### **Valuables**

Gold and silver (including plated) articles, watches, jewellery, cups, trophies and the like.

### **Credit Cards**

Credit, debit, charge, store, cheque, bankers or cash dispenser cards.

### **Unoccupied**

Not permanently lived in by the Insured, or by any other occupant authorised by the Insured, or not Furnished For Normal Habitation.

### **Furnished For Normal Habitation**

A property Furnished For Normal Habitation must have sufficient furniture and furnishings for normal living purposes including carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.

**Standard Construction**

A building constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

**Condition Precedent**

A condition which must be complied with before We are liable for a claim/to make any payment under this policy.

**United Kingdom**

The "**United Kingdom**" will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

**● LAW APPLICABLE TO THE POLICY**

This policy will be interpreted in accordance with the law of England and Wales unless You live in Scotland in which case the law of Scotland will apply.

**● INDEX LINKING****Buildings**

The Sum Insured stated in the Schedule will be adjusted monthly in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

At each renewal the premium will be calculated on the adjusted Sum Insured.

In the event of a claim the Sum Insured will continue to be adjusted during the period necessary to repair the **Buildings** provided repairs are carried out as soon as reasonably possible.

**Note:**

All adjustments referred to in this definition will be upwards only. The Sums Insured will not be reduced unless You advise Us to do so in writing.

**SECTION ONE ●  
BUILDINGS**

**● BUILDINGS INSURED**

This Section covers the Buildings of Standard Construction, of the Home situated within the Premises specified in the Schedule.

Also covered are:

- a)**  
The interior decorations and fixtures and fittings within the Buildings (excluding carpets) and,
- b)**  
The domestic outbuildings and garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by the Insured or for which the Insured is legally responsible **and within** the Premises specified in the Schedule.

PERILS COVERED	EXCLUSIONS
This Insurance covers Buildings for loss or damage directly caused by:	This Insurance does NOT cover:
<b>1.</b>	
FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.	The amount of the Excess shown in the Schedule.
<b>2.</b>	
AIRCRAFT and other aerial devices or articles dropped therefrom.	The amount of the Excess shown in the Schedule.
<b>3.</b>	
STORM, TEMPEST or FLOOD.	<ul style="list-style-type: none"> <li><b>a)</b> Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.</li> <li><b>b)</b> Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.</li> <li><b>c)</b> The amount of the Excess shown in the Schedule.</li> </ul>
<b>4.</b>	
ESCAPE OF WATER from and FROST DAMAGE to fixed water tanks, apparatus or pipes.	<ul style="list-style-type: none"> <li><b>a)</b> Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.</li> <li><b>b)</b> Loss or damage to domestic fixed fuel oil tanks and swimming pools.</li> <li><b>c)</b> Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.</li> <li><b>d)</b> The amount of the Excess shown in the Schedule.</li> </ul>
<b>5.</b>	
ESCAPE OF OIL from a fixed domestic oil-fired heating installation and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.	<ul style="list-style-type: none"> <li><b>a)</b> Loss or damage caused by gradual emission.</li> <li><b>b)</b> Loss or damage caused by faulty workmanship.</li> </ul>

	<p><b>c)</b> Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.</p> <p><b>d)</b> The amount of the Excess shown in the Schedule.</p>
<b>6.</b>	
THEFT or attempted theft.	<p><b>a)</b> Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.</p> <p><b>b)</b> Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:</p> <p style="padding-left: 20px;"><b>(i)</b> is in such Buildings as a trespasser, AND</p> <p style="padding-left: 20px;"><b>(ii)</b> has gained entry to or exit from such Buildings by forcible and violent means.</p> <p><b>c)</b> Loss or damage caused by paying guests or You.</p> <p><b>d)</b> The amount of the Excess shown in the Schedule.</p>
<b>7.</b>	
IMPACT by any vehicle or animal.	The amount of the Excess shown in the Schedule.
<b>8.</b>	
ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.	<p><b>a)</b> Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.</p> <p><b>b)</b> Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:</p> <p style="padding-left: 20px;"><b>(i)</b> is in such Buildings as a trespasser, AND</p> <p style="padding-left: 20px;"><b>(ii)</b> has gained entry to or exit from such Buildings by forcible and violent means.</p> <p><b>c)</b> Loss or damage caused by paying guests or You.</p> <p><b>d)</b> The amount of the Excess shown in the Schedule.</p>
<b>9.</b>	
SUBSIDENCE, LANDSLIP or HEAVE of the site upon which the Buildings stand.	<p><b>a)</b> Loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences UNLESS the main Building is also affected at the same time by the same peril.</p> <p><b>b)</b> Loss or damage for which compensation has been provided, or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.</p>

	<p><b>c)</b> Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.</p> <p><b>d)</b> Loss or damage due to coastal erosion.</p> <p><b>e)</b> The amount of the Excess shown in the Schedule.</p> <p><b>f)</b> Loss or damage arising from defective materials, faulty workmanship, specification or design.</p> <p><b>g)</b> Loss or damage to solid floors unless the walls are damaged at the same time by the same peril.</p>
<b>10.</b>	
FALLING of fixed radio and televisions aerials, fixed satellite dishes, their fittings and masts.	<p><b>a)</b> Loss or damage to radio and television aerials, fixed satellite dishes, their fittings and masts.</p> <p><b>b)</b> The amount of the Excess shown in the Schedule.</p>
<b>11.</b>	
FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS.	<p><b>a)</b> Loss or damage caused through lopping, topping and/or felling.</p> <p><b>b)</b> Loss or damage to gates and fences.</p> <p><b>c)</b> The cost of removing fallen trees, telegraph poles, or lamp-posts or parts thereof except where they have given rise to a valid claim under this insurance.</p> <p><b>d)</b> The amount of the Excess shown in the Schedule.</p>
<b>12.</b>	
TRACE AND ACCESS in the event of a valid claim arising under Peril 4 (Escape of Water and Frost Damage) of Section One (BUILDINGS) and subject always to our prior authorisation, the policy extends to cover the reasonable costs for the following:	<p><b>a)</b> The cost of the repair of the origin of the Escape of Water.</p> <p><b>b)</b> The amount of the Excess shown in the Schedule.</p> <p><b>c)</b> Any amount in excess of £5,000 any one occurrence.</p>
<b>(i)</b> The work involved in tracing and accessing the cause of the damage within the insured Buildings.	
<b>(ii)</b> Repairing the damage caused by the work carried out in (i) above.	



This Section provides <b>additional</b> cover for:	This <b>additional</b> cover does NOT include:
<b>A)</b>	
<p>ACCIDENTAL BREAKAGE of fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs, all forming part of the Buildings.</p>	<p><b>a)</b> Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.  <b>b)</b> Breakage of property not in sound condition.  <b>c)</b> Loss or damage due to cleaning, including the misuse of cleaning agents.  <b>d)</b> Damage arising out of climatic or atmospheric conditions including heat distortion.  <b>e)</b> The amount of the Excess shown in the Schedule.</p>
<b>B)</b>	
<p>THE COST OF REPAIRING accidental damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which the Insured is legally responsible.</p>	<p>The amount of the Excess shown in the Schedule.</p>
<b>C)</b>	
<p>ADDITIONAL COSTS OF ALTERNATIVE ACCOMMODATION necessarily incurred by You as <b>owner occupier</b> if the Buildings are rendered uninhabitable following loss or damage caused by any of the Perils Covered that has given rise to a valid claim under this section, PROVIDED THAT Our liability is limited to the period the Buildings are uninhabitable.</p>	<p>Any amount in excess of 20% (twenty percent) of the Sum Insured on the Buildings damaged or destroyed.</p>
<b>D)</b>	
<p>EXPENSES INCURRED following loss or damage to the Buildings by any cause covered under this section in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects and Surveyors fees necessarily incurred in the reinstatement of the Buildings.</p>	<p><b>a)</b> Any expenses incurred in the preparation and/or pursuance of a claim or an estimate of loss.  <b>b)</b> Any expense when notice of Government or Local Authority requirements has been served prior to the time of loss.  <b>c)</b> Consequential loss of any nature whatsoever.</p>

## ● CONDITIONS APPLICABLE TO SECTION ONE (BUILDINGS) ONLY

### **Basis of Claims Settlement**

In the event of loss or damage to the Buildings, the Insurer will pay the FULL COST OF REPAIR at the time of such loss or damage, PROVIDED THAT the Buildings are maintained in a good state of repair, that they are insured for the FULL COST OF RECONSTRUCTION in their present form; and that reinstatement shall have been effected. If the Buildings are not in a good state of repair the Insurer will make a deduction for wear and tear or gradual deterioration.

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings which forms part of a pair, set, suite or part of a common design or function when damage is restricted to a clearly identifiable area or to a specific part.

### **Reinstatement**

The Sum Insured under this Section shall NOT be reduced following the payment of a claim provided that You shall agree to carry out Our recommendations to prevent further loss or damage.

### **Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured on the Buildings stated in the Schedule.

### **Underinsurance**

The policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value (as defined by current Royal Institution of Chartered Surveyors figures) than the Sum Insured by this Policy, You will ONLY be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Endorsements of this Insurance.**

## OPTIONAL COVER

### ● ACCIDENTAL DAMAGE TO BUILDINGS

The following Optional Cover is only included if stated in the Schedule and an **additional** premium paid.

THIS EXTENSION COVERS	THIS EXTENSION DOES NOT COVER
<p>The Buildings of the Private Dwelling(s) situated within the Premises specified in the Schedule against ACCIDENTAL DAMAGE by external and visible means.</p>	<ul style="list-style-type: none"> <li><b>a)</b> Loss, damage or destruction or any proportion thereof specifically excluded under Section One (BUILDINGS).</li> <li><b>b)</b> Settlement, shrinkage, collapse or cracking.</li> <li><b>c)</b> Loss, damage or destruction to any part of the insured property on which work is being carried out and which occurs in the course of such work.</li> <li><b>d)</b> Damage to outbuildings and garages of non standard construction, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences.</li> <li><b>e)</b> Loss, damage or destruction whilst the Buildings are lent, let or sub-let in whole or in part.</li> <li><b>f)</b> The cost of maintenance.</li> <li><b>g)</b> Loss, damage or destruction caused by or due to normal settlement, vermin, infestation, rust or other corrosion, frost, or change in temperature or humidity including heat distortion.</li> <li><b>h)</b> Loss, damage or destruction due to demolition, structural alteration or repair.</li> <li><b>i)</b> Movement of land.</li> <li><b>j)</b> Loss, damage or destruction caused by or due to defective materials, faulty workmanship, specification or design, inherent vice or latent defect.</li> <li><b>k)</b> Loss, damage or destruction due to mechanical or electrical breakdown, derangement or misuse.</li> <li><b>l)</b> Loss, damage or destruction due to chewing, scratching, tearing or fouling by domestic pets.</li> <li><b>m)</b> Consequential loss of any nature whatsoever.</li> <li><b>n)</b> Loss or damage due to cleaning, including the misuse of cleaning agents.</li> <li><b>o)</b> The amount of the Excess shown in the Schedule.</li> </ul>
<p><b>The cover provided by this Extension is subject to all the conditions of Section One (Buildings) and to the General Conditions, Exclusions and Endorsements of this Insurance.</b></p>	

## SECTION TWO ● CONTENTS

### ●CONTENTS INSURED

This Section covers:

Household goods and all other personal property, including carpets, radio and television aerials, satellite dishes, their fittings and masts, that are fixed to the Insured Property, all of which are owned by or are the legal responsibility of the Insured or of any permanent member of the Insured's household.

### SPECIFIC SUB-LIMITS

Whilst within the Home or whilst temporarily removed (and elsewhere as defined herein), Our liability shall not exceed during the period of this insurance:

- a)  
£250 in respect of property in the open but within the confines of the Premises but excluding damage caused by storm, tempest and flood.
- b)  
£300 in respect of cash, currency, bank notes, credit cards or negotiable documents.
- c)  
£1,500 in respect of deeds, registered bonds and other personal documents.
- d)  
£1,250 in respect of stamps or coins forming part of a collection.
- e)  
£4,000 or 30% (thirty percent) of the Contents Sum Insured WHICHEVER IS THE LESSER, but limited to £1,500 ANY ONE ITEM, in respect of Gold/Silver/Precious Metals and Unspecified Valuables.
- f)  
£1,000 in respect of domestic oil in fixed fuel oil tanks.
- g)  
£1,000 in respect of Contents within detached domestic outbuildings and garages.
- h)  
£500 in respect of pedal cycles within the confines of the premises.

This Section COVERS THE CONTENTS within the Buildings of Standard Construction situated within the Premises specified in the Schedule and elsewhere as defined herein.

Also covered are the Contents within domestic outbuildings and garages situated within the Premises specified in the Schedule.

PERILS COVERED	EXCLUSIONS
This Insurance covers Contents for loss or damage directly caused by:	This Insurance does NOT cover:
<b>1.</b>	
FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.	The amount of the Excess shown in the Schedule.
<b>2.</b>	
AIRCRAFT and other aerial devices or articles dropped therefrom.	The amount of the Excess shown in the Schedule.
<b>3.</b>	
STORM, TEMPEST or FLOOD.	<b>a)</b> Loss or damage to property in the open. <b>b)</b> The amount of the Excess shown in the Schedule.
<b>4.</b>	
ESCAPE OF WATER from fixed water tanks, apparatus or pipes.	<b>a)</b> Loss or damage to the Contents of domestic outbuildings and garages of non-standard construction. <b>b)</b> The amount of the Excess shown in the Schedule.
<b>5.</b>	
ESCAPE OF OIL from domestic fixed fuel oil tanks, apparatus or pipes and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.	<b>a)</b> Loss or damage caused by gradual emission. <b>b)</b> Loss or damage caused by faulty workmanship. <b>c)</b> The amount of the Excess shown in the Schedule.
<b>6.</b>	
THEFT or attempted theft	<b>a)</b> Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who: <b>(i)</b> is in such Buildings as a trespasser, AND <b>(ii)</b> has gained entry to or exit from such Buildings by forcible and violent means. <b>b)</b> Loss or damage caused by paying guests or You. <b>c)</b> The amount of the Excess shown in the Schedule.
<b>7.</b>	
IMPACT by any vehicle or animal.	The amount of the Excess shown in the Schedule.

<p><b>8.</b></p> <p>ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.</p>	<p><b>a)</b> Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is committed by a person who:</p> <p><b>(i)</b> is in such Buildings as a trespasser, AND</p> <p><b>(ii)</b> has gained entry to or exit from such Buildings by forcible and violent means.</p> <p><b>b)</b> Loss or damage caused by paying guests or You.</p> <p><b>c)</b> The amount of the Excess shown in the Schedule.</p>
<p><b>9.</b></p> <p>SUBSIDENCE, LANDSLIP or HEAVE of the site upon which the Buildings stand.</p>	<p><b>a)</b> Loss or damage for which compensation has been provided or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.</p> <p><b>b)</b> Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.</p> <p><b>c)</b> Loss or damage due to coastal erosion.</p> <p><b>d)</b> Loss or damage arising from faulty workmanship, defective plans or the use of defective materials.</p> <p><b>e)</b> Loss or damage following damage to solid floors unless the walls are damaged at the same time by the same peril.</p> <p><b>f)</b> The amount of the Excess shown in the Schedule.</p>
<p><b>10.</b></p> <p>FALLING TREES, TELEGRAPH POLES or LAMP-POSTS</p>	<p><b>a)</b> Loss, damage or destruction caused through lopping, topping and/or felling.</p> <p><b>b)</b> The amount of the Excess shown in the Schedule.</p>
<p>This Section provides <b>additional</b> cover for:</p>	<p>This <b>additional</b> cover does NOT include:</p>
<p><b>A)</b></p> <p>ACCIDENTAL DAMAGE by external and visible means to Audio and Audio Visual Units including Television Sets, Video Recorders, DVD Players-Recorders and Home Computers, BUT ONLY whilst in the Private Dwelling(s) situated within the Premises specified in the Schedule.</p>	<p><b>a)</b> Damage to or deterioration directly caused by cleaning, repair, renovation, maintenance or whilst being worked upon.</p> <p><b>b)</b> Loss or damage to tapes, discs or computer software.</p> <p><b>c)</b> The amount of the Excess shown in the Schedule.</p>

<b>B)</b>	
<p>ACCIDENTAL BREAKAGE of mirrors, glass tops and fixed glass in furniture, ceramic hobs and of fixed glass and sanitary fixtures forming part of the BUILDINGS, situated within the Premises specified in the Schedule, the property of the Insured or for which the Insured is legally responsible AND NOT OTHERWISE INSURED.</p>	<p><b>a)</b> The cost of repairing, removing or replacing frames. <b>b)</b> Breakage of property not in sound condition. <b>c)</b> The amount of the Excess shown in the Schedule.</p>
<b>C)</b>	
<p>THE CONTENTS, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the Premises for loss or damage:</p> <p><b>(i)</b> Directly caused by ANY OF THE PERILS INSURED UNDER 1-10 in this Section</p> <p><b>a)</b> In any occupied private dwelling. <b>b)</b> In any Building where You or any permanent member of Your household is residing or is employed. <b>c)</b> In any trade building for the purpose of valuation, alteration, cleaning or processing. <b>d)</b> In any furniture depository. <b>e)</b> In any bank or safe deposit.</p> <p><b>(ii)</b> Elsewhere directly caused by the Perils of FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE, THEFT or attempted THEFT only, during the process of removal and transit, following PERMANENT change of residence or whilst in transit, to and from any bank, safe deposit or furniture depository.</p>	<p><b>a)</b> Contents outside the United Kingdom. <b>b)</b> Cash, currency, bank notes, credit cards or negotiable documents, away from the Premises specified in the Schedule. <b>c)</b> Any amount in excess of 20% (twenty percent) of the Sum Insured under Section Two (CONTENTS) in a furniture depository. <b>d)</b> The amount of the Excess shown in the Schedule.</p>
<b>D)</b>	
<p>ADDITIONAL COSTS OF ALTERNATIVE ACCOMMODATION necessarily incurred by You as <b>owner occupier</b> if the Buildings are rendered uninhabitable following loss or damage caused by any of the Perils Covered that has given rise to a valid claim under this section, PROVIDED THAT Our liability is limited to the period the Buildings are uninhabitable.</p>	<p>Any amount in excess of 20% (twenty percent) of the Sum Insured on the Contents of the Buildings damaged or destroyed.</p>
<b>E)</b>	
<p>THE INSURED'S LEGAL LIABILITY AS TENANT/LEASEHOLDER for loss or damage to the Buildings caused by any of the Perils Covered.</p>	<p><b>a)</b> Any amount in excess of 10% (ten percent) of the Sum Insured under Section Two (CONTENTS), of the Buildings damaged or destroyed. <b>b)</b> Loss or damage caused by FIRE, LIGHTNING or EXPLOSION to the Buildings OTHER THAN Landlord's fixtures or fittings. <b>c)</b> Loss or damage arising from subsidence, landslip or heave.</p>

	<p><b>d)</b> Loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.</p> <p><b>e)</b> Loss or damage whilst the Buildings are insufficiently Furnished For Normal Habitation.</p> <p><b>f)</b> The amount of the Excess shown in the Schedule, in respect of each and every claim arising from ESCAPE of WATER from fixed water tanks, apparatus or pipes, STORM, TEMPEST or FLOOD, FALLING TREES, TELEGRAPH POLES or LAMP-POSTS.</p>
<b>F)</b>	
THE COST OF REPAIRING accidental damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which You are legally responsible AS TENANT / LEASEHOLDER.	<p><b>a)</b> Loss or damage due to wear and tear or gradual deterioration.</p> <p><b>b)</b> The amount of the Excess shown in the Schedule.</p>
<b>G)</b>	
FATAL INJURY to You, or to Your spouse, or both, occurring at the Premises specified in the Schedule, occasioned by outward and visible violence caused by BURGLARS or by FIRE PROVIDED THAT death ensues within twelve months of such injury.	Any amount in excess of £2,000 for each insured person.
<b>H)</b>	
COSTS necessarily incurred, by You or by any permanent member of Your household, for replacing locks to external doors, safes and alarms of the Private Dwelling situated within the Premises specified in the Schedule following theft or loss of the keys.	Any amount in excess of £250 in all.



● **CONDITIONS APPLICABLE TO SECTION TWO (CONTENTS) ONLY**

BASIS OF CLAIMS SETTLEMENT	EXCLUSIONS
	This basis of claims settlements shall NOT apply to:
<p>In the event of the total loss or destruction by any of the Perils Covered of any article, the basis of settlement shall be the cost of replacing the article as new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that You incur the cost of replacement.</p>	<p><b>a)</b> Wearing apparel and household linen.  <b>b)</b> Pedal cycles.  <b>c)</b> Separately specified items.  <b>d)</b> Losses arising from ACCIDENTAL DAMAGE to Audio and Audio Visual Units including Television Sets, Video Recorders and Home Computers</p>

We will not pay for the cost of replacing or repairing any undamaged part(s) of the Contents which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

We shall be entitled at Our sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

**Reinstatement**

The Sum Insured under this Section shall NOT be reduced following the payment of a claim provided that You shall agree to carry out Our recommendations to prevent further loss or damage.

**Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured for the Contents stated in the Schedule.

**Underinsurance**

This policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, You shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Endorsements of this Insurance.**

## OPTIONAL COVERS

### ● ACCIDENTAL DAMAGE TO CONTENTS

The following Optional Cover is only included if stated in the Schedule and an **additional** premium paid.

THIS EXTENSION COVERS	THIS EXTENSION DOES NOT COVER
<p>The Contents within the Buildings of the Insured Property situated within the Premises specified in the Schedule against ACCIDENTAL DAMAGE by external and visible means.</p>	<p><b>a)</b> Damage or any proportion thereof specifically excluded under Section Two (CONTENTS).</p> <p><b>b)</b> Damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, renovation or whilst being worked on.</p> <p><b>c)</b> Damage caused by animals kept as domestic pets.</p> <p><b>d)</b> Any amount in excess of £1,000 in all, in respect of porcelain, china, glass and other articles of a brittle nature.</p> <p><b>e)</b> Consequential loss.</p> <p><b>f)</b> Cash, currency, bank notes, negotiable documents, coins, stamps and credit cards.</p> <p><b>g)</b> Damage to contact, corneal or micro corneal lenses.</p> <p><b>h)</b> Damage whilst the Premises are lent, let or sub-let in whole or in part.</p> <p><b>i)</b> Damage caused by moth, vermin, infestation, corrosion, damp, mould or frost.</p> <p><b>j)</b> Damage arising out of defective materials, faulty workmanship, specification or design, inherent vice or latent defect.</p> <p><b>k)</b> Damage arising out of mechanical or electrical breakdown or derangement.</p> <p><b>l)</b> Damage arising out of climatic or atmospheric conditions, including heat distortion.</p> <p><b>m)</b> Damage to records, discs, tapes or computer software.</p> <p><b>n)</b> The amount of the Excess shown in the Schedule.</p>
<p><b>The cover provided by this Extension is subject to all the conditions of Section Two (CONTENTS) and to the General Conditions, Exclusions and Endorsements of this Insurance.</b></p>	

**SECTION THREE ●**  
**ACCIDENTS TO DOMESTIC STAFF**

<b>THIS SECTION INDEMNIFIES YOU FOR:</b>	<b>THIS SECTION DOES NOT INDEMNIFY YOU FOR:</b>
<p>Legal liability, including costs and expenses incurred by You with Our written consent, whether under any statute or at common law for damages in respect of BODILY INJURY BY ACCIDENT OR DISEASE happening during the period of this Insurance anywhere in the World, OTHER THAN as excluded, to any of Your domestic staff employed in connection with the Premises specified in the Schedule of which the Contents of the Buildings are insured under SECTION TWO; in connection with any temporary residence; or in connection with any car (whether as chauffeur or otherwise) which is used by You or by any permanent member of the Your household.</p>	<p><b>a)</b> Any injury sustained in connection with</p> <p style="padding-left: 20px;"><b>(i)</b> any car in Canada or the United States of America.</p> <p style="padding-left: 20px;"><b>(ii)</b> any car elsewhere which is being used for racing, pacemaking or speedtesting.</p> <p><b>b)</b> Any injury or illness caused directly or indirectly by the transmission of any communicable disease or condition.</p> <p><b>c)</b> Any injury in Canada or the United States of America after the total period of stay in either or both Countries has exceeded 30 (thirty) days, in any one period of Insurance.</p>

**THE LIMIT OF LIABILITY** in respect of all claims under this Section **SHALL NOT EXCEED £2,000,000 ANY ONE ACCIDENT** or series of accidents arising out of any one event, PLUS the costs and expenses incurred by You with Our written consent in the defence of any such claim.

**The cover provided by this Section is subject to the General Conditions, Exclusions (except Radioactive Contamination, War Risks and Sonic Bangs) and Endorsements of this Insurance.**

**SECTION FOUR ●  
LEGAL LIABILITY TO THE PUBLIC**

This Section shall apply in the following manner:

- a)**  
Where the BUILDINGS ONLY are insured herein, Your legal liability as OWNER(S) ONLY but not as OCCUPIER(S) is given under A (i) below but no indemnity whatsoever is given in respect of A (ii) below.
- b)**  
Where the CONTENTS ONLY are insured herein, Your legal liability as OCCUPIER(S) ONLY but not as OWNER(S) is covered under A (i) and A (ii) below.
- c)**  
Where both the BUILDINGS AND CONTENTS are insured herein, Your legal liability as OWNER(S) OR OCCUPIER(S) is covered under A (i) and A (ii) below.

<b>Item A of this Section indemnifies You for BODILY INJURY by ACCIDENT OR DISEASE or DAMAGE TO PROPERTY happening during the period specified in the Schedule for which legal liability may attach:</b>	<b>This Section does NOT indemnify You or any member of Your family residing within the Your household against any liability:</b>
<b>A)</b>	
<b>(i)</b> To the Insured as owner of the Buildings in respect of accidents happening at the Premises specified in the Schedule.	<b>1)</b> For bodily injury by accident or disease to You, to any person who at the time of sustaining such injury, is engaged in Your service, or to any member of Your family or household.
<b>OR</b>	<b>2)</b> For bodily injury arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
<b>A)</b>	<b>3)</b> For loss or damage to any property You or a member of Your family or household or a person engaged in Your service own or is responsible for.
<b>(ii)</b> To You and any member of Your family residing within Your household (who shall be regarded for the purposes of this Section as if they were the Insured) for accidents happening anywhere in the World OTHER THAN as excluded.	<b>4)</b> Arising out of or incidental to any profession, occupation, business or employment.
	<b>5)</b> Which has been assumed under contract and would not otherwise have attached.
	<b>6)</b> Arising out of the ownership, possession or operation of:
	<b>a)</b> Any motorised or horsedrawn vehicle OTHER THAN a domestic gardening implement operated within the Premises specified in the Schedule and pedestrian controlled gardening implements operated elsewhere.
	<b>b)</b> Any power operated lift.
	<b>c)</b> Any aircraft or watercraft OTHER THAN manually operated rowing boats, punts or canoes.
	<b>d)</b> Any animal OTHER THAN cats, horses, or dogs which are not designated dangerous under the Dangerous Dogs Act 1991.

	<p><b>7)</b> Arising out of ownership, occupation, possession or use of any land or building NOT situated within the Premises specified in the Schedule.</p> <p><b>8)</b> Arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.</p> <p><b>9)</b> In Canada or the United States of America after the total period of stay in either or both Countries has exceeded 30 (thirty) days, in any one period of Insurance.</p> <p><b>10)</b> If You are entitled to indemnity under any other insurance including but not limited to any equine or travel insurance, until such insurance(s) is exhausted.</p>
<b>Item B of this Section indemnifies You for:</b>	
<b>B)</b>	
Damages and taxed costs in any Court of Law in the United Kingdom in respect of bodily injury or damage to property as described in paragraph A(ii), in circumstances which had Your position and that of the responsible Party been reversed would have entitled the You to an indemnity within the terms, limits and exclusions of this Section and THE JUDGEMENT NOT BEING SUBJECT TO AN APPEAL PENDING AND REMAINING UNSATISFIED IN WHOLE OR IN PART THREE MONTHS AFTER THE DATE OF THE SAID AWARD We will pay the outstanding amount of the judgement to You subject to the limits of liability under this Section. Having made the payment hereunder We shall be entitled at Our own expense and for Our own benefit to enforce Your unsatisfied rights against the judgement debtor.	
<b>Item C of this Section includes Legal Liability which may attach:</b>	<b>Item C of this Section does NOT include liability:</b>
<b>C)</b>	
To the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the Premises, specified in the Schedule.	<p><b>1)</b> Where You are entitled to indemnity under any other Insurance.</p> <p><b>2)</b> For the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.</p>

**THE LIMIT OF LIABILITY** in respect of all claims under this Section **SHALL NOT EXCEED £2,000,000 ANY ONE ACCIDENT** or series of accidents arising out of any one event, PLUS the costs and expenses incurred by You with Our written consent in the defence of any such claim.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Endorsements of this Insurance.**

**SECTION FIVE ●**  
**VALUABLES AND PERSONAL EFFECTS**

The following Optional Cover is only included if stated in the Schedule and an **additional** premium paid.

PERILS COVERED	EXCLUSIONS
This Insurance covers:	This Insurance does NOT cover:
<p>PHYSICAL LOSS OF, OR DAMAGE to Jewellery, Furs, Baggage and Personal Effects as described or specified in the Schedule from ANY CAUSE OTHER THAN AS EXCLUDED and LIMITED TO the geographical limits stated in the Schedule.</p>	<p><b>a)</b> Any loss or damage if the Insured is engaged in or in any way connected with any form of professional entertaining.</p> <p><b>b)</b> Breakage of articles of a brittle nature OTHER THAN jewellery and spectacles UNLESS such breakage is caused by burglars, thieves or fire.</p> <p><b>c)</b> Loss or damage caused by moth, vermin, electrical or mechanical breakdown or derangement.</p> <p><b>d)</b> Any amount in excess of £1,500 any one item (including articles forming a pair or set) UNLESS otherwise specified in the Schedule.</p> <p><b>e)</b> Damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair, renovation or whilst being worked upon.</p> <p><b>f)</b> Loss of cash, currency, bank notes, credit cards, negotiable documents, coins or stamps.</p> <p><b>g)</b> Damage to guns caused by rusting, or bursting of barrels.</p> <p><b>h)</b> Breakage of sports equipment whilst in use.</p> <p><b>i)</b> Any loss of or damage to contact, corneal or micro corneal lenses.</p> <p><b>j)</b> Theft or disappearance of jewellery from baggage UNLESS carried by hand under Your personal supervision.</p> <p><b>k)</b> Any damage caused by chipping, scratching or denting of any stereo equipment, records, tapes and discs.</p> <p><b>l)</b> The amount of the Excess shown in the Schedule for each and every claim.</p> <p><b>m)</b> Mobile phones UNLESS otherwise specified in the Schedule.</p> <p><b>n)</b> Theft or disappearance of jewellery whilst on the premises of Hotels or Motels UNLESS the said jewellery is being worn by the Insured, or is contained in a locked safe or vault.</p> <p><b>o)</b> Loss or damage to articles in an unattended motor vehicle UNLESS contained in a locked boot.</p> <p><b>p)</b> Damage to records, discs, tapes or computer software.</p>

● **CONDITIONS APPLICABLE TO SECTION FIVE (VALUABLES AND PERSONAL EFFECTS) ONLY**

**Basis of Claims Settlement**

The Insurer will indemnify and shall be entitled, at their sole option, to repair, replace or pay for any article lost or damaged, whether wholly or in part.

**Condition Relating To Pairs and Sets**

Where any Insured item consists of articles in a pair or set, valued £1,000 or over, this Section shall not pay:-

(i)

more than the value of any particular part or parts which may be lost or damaged (without reference to any special value which such article or articles may have as a pair or set), nor,

(ii)

more than a proportionate part of the insured value of the pair or set.

**Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the Sum(s) Insured stated in the Schedule.

**Underinsurance**

Any item of the Schedule which covers articles with no individual sum insured is SUBJECT TO AVERAGE; that is to say, if the TOTAL VALUE of all articles covered by such item, is, at the time of the loss or damage, greater than the sum insured, the Insured shall be entitled to recover ONLY SUCH PROPORTION of the loss or damage as the sum insured bears to the total value of such item. HOWEVER, if the property described or specified in the Schedule shall include any item of PERSONAL EFFECTS and such Personal Effects be lost or damaged ELSEWHERE, OTHER THAN AT THE INSURED'S PREMISES, then, for the purpose of applying average (as above) NO ACCOUNT shall be taken of the amount of the Insured's Personal Effects at the Insured's Premises at the time of the loss or damage.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Endorsements of this Insurance.**

**SECTION SIX ●**  
**DOMESTIC DEEP FREEZE EXTENSION**

It is agreed that SECTION TWO extends to cover the CONTENTS of the Insured's FROZEN FOOD CABINET(S) or DOMESTIC REFRIGERATOR(S).	
<b>THIS EXTENSION COVERS:</b>	<b>THIS EXTENSION DOES NOT COVER:</b>
The above against DETERIORATION or PUTREFACTION due to a change in temperature following: <b>a)</b> Breakdown of the refrigeration machinery. <b>b)</b> Failure of the electricity or gas supply. <b>c)</b> Contamination from refrigeration fumes. <b>d)</b> The blowing of domestic fuses.	<b>a)</b> The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply, <b>b)</b> Failure of the public electricity authority or gas supply, due to strikes or any other withdrawal of labour by employees of any electricity or gas authority.

**Limit of Insurance**

The liability of the Insurer shall not exceed the sum of **£200**.

**The cover provided by this Extension is subject to the General Conditions, Exclusions and Endorsements of this Insurance.**



**SECTION SEVEN ●  
PEDAL CYCLE EXTENSION**

In consideration of the <b>additional</b> premium paid it is agreed that SECTION TWO extends to cover PEDAL CYCLE(S) anywhere in the United Kingdom.	
<b>THIS EXTENSION COVERS PEDAL CYCLES AGAINST:</b>	<b>THIS EXTENSION DOES NOT COVER:</b>
<p><b>A)</b> LOSS OR DAMAGE BY THEFT or any attempted theft.</p> <p><b>B)</b> ACCIDENTAL DAMAGE.</p>	<p><b>a)</b> Accessories unless the cycle is stolen at the same time.</p> <p><b>b)</b> Electrical or mechanical breakdown or derangement.</p> <p><b>c)</b> Damage to tyres or lamps or other accessories unless the cycle itself is damaged at the same time.</p> <p><b>d)</b> Loss or damage whilst the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes.</p> <p><b>e)</b> Theft of any cycle unless padlocked to an immovable object or kept in a locked building when left unattended.</p>

**The Limit of Insurance**

The liability of the Insurer shall not exceed the Sum(s) Insured stated in the Schedule.

**The cover provided by this Extension is subject to the General Conditions, Exclusions and Endorsements of this Insurance.**

## **GENERAL CONDITIONS, ● EXCLUSIONS and ENDORSEMENTS**

### **● GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE**

(Applicable to all Sections except as herein expressly varied)

#### **Duty of Insured**

You shall take all reasonable steps to prevent loss, damage or accident and maintain the Building(s) in a good state of repair.

#### **Notice of Change of Occupancy**

It is a condition precedent to the liability of the insurer that You, or Your authorised representative, shall immediately notify Us in writing upon the Buildings/House/Home specified in the Schedule becoming unoccupied for any continuous period in excess of 30 days or upon there being any change in occupancy ie not occupied by the owner. Upon receipt of the notice We reserve the right to amend and/or vary the terms and conditions of and/or rate applicable to this insurance or change the type of insurance, if required

#### **Notice of Works Clause**

It is a Condition Precedent to the liability of the Insurer that You shall notify Us prior to the commencement of any conversions, extensions, refurbishment and modernisation to the Buildings at the Premises specified in the Schedule. Upon receipt of this notice, We reserve the right to amend the terms and conditions of this Insurance.

#### **Cancellation Clause**

This Insurance may be cancelled by Us or on Our behalf by 30 (thirty) DAYS' NOTICE being given in writing to You at Your last known address, and the premium shall be adjusted with Us receiving and returning a pro-rata premium less any administration charge as detailed on page 3 "Applicable to all policies".

This Insurance may also be cancelled at any time at Your request in writing, directly to Paragon Car Ltd or to the Broker through whom the insurance was effected, and a premium refunded calculated pro rata to the number of days under the policy will be returned less any administration cost charged by Paragon Car Ltd as detailed on page 3 "Applicable to all policies".

Where a claim has arisen during the Period of Insurance from last renewal and any settlement paid exceeds the annual premium for the said Period of Insurance, there will be NO return premium.

### **● GENERAL CONDITIONS AND EXCLUSIONS**

(Applicable to all Sections except as herein expressly varied)

#### **Other Insurance**

There shall be no liability under this Insurance in respect of any claim where You are entitled to indemnity under any other Insurance except in respect of any excess beyond the amount which would have been covered under such Insurance had this Insurance not been effected. This clause does not apply to Fatal Injury (Section 2-G).

#### **Rot**

Loss or damage arising from wet or dry rot is not covered by this Insurance.

#### **Gradual Deterioration/Wear and Tear**

This Insurance does not cover loss or damage caused by or resulting from wear and tear or anything that happens gradually over a period of time.

**Deliberate Loss or Damage**

This insurance does not cover any loss or damage caused, allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by you or any member of your family, paying guest or tenant, or anyone lawfully in the home.

**Claims Conditions**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim:

**a)**

On the happening of any loss or destruction or damage or any accident or injury which may give rise to a claim the Insured, or an authorised representative of the Insured, shall give immediate notice thereof in writing to the Insurer.

**b)**

Notify the police immediately of any loss or destruction or damage caused by malicious persons, theft or attempted theft, violent disorder, riots or civil commotion or the disappearance of valuable items.

**c)**

The Insured shall within 90 days after such loss, destruction or damage, accident or injury (within 30 days in the case of claims under Section Four (Legal Liability to the Public) at the expense of the Insured deliver to the Insurer a claim in writing containing as much information as possible of the loss, destruction or damage, accident or injury or any article or portions of property lost, destroyed or damaged and of the amount of damage thereto together with details of any other insurance on any property hereby insured If requested the Insured shall also give to the Insurer all proofs and information with respect to the claim as may reasonably be required.

**d)**

The Insured shall send to the Insurer immediately upon receipt, unanswered, any communication from third parties in relation to any event which may result in a claim under this policy, including any letter, claim form or other legal process issued or commenced.

**e)**

The Insured shall not negotiate, pay, settle or admit or repudiate any claim without the written consent of the Insurer.

**f)**

The Insured will allow the Insurer to take over and conduct in the name of the Insured the defence of any claim, and prosecute in the Insured's name, for the benefit of the Insurer, any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Insured shall give to the Insurer such information and assistance as the Insurer may reasonably require.

**Fraud**

**a)**

If any claim made by the Insured or anyone acting on behalf of the Insured, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not,

or

**b)**

if a false declaration or statement is made

or

**c)**

if a fraudulent device is used in support of a claim

Insurers may, at Their option

**(i)**

avoid the policy from the inception of this insurance and require the repayment of all claims paid under the policy to date

or

**(ii)**

cancel the policy from the date of the claim or alleged claim and repudiate the claim

or

**(iii)**

repudiate the claim.

**Radioactive Contamination**

In respect of all Sections other than Section Three this Insurance does not cover:

1)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever (including consequential loss) resulting or arising from:

(i)

ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

(ii)

radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2)

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

(i)

ionising radiations or contamination by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

(ii)

radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **War Risks**

In respect of all Sections other than Section Three this Insurance does not cover any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### **Sonic Bangs**

In respect of all Sections this Insurance does not cover any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### **Accidental Breakage of Glass in Your Home**

You can use the 24 hour emergency service provided by Glassolutions. Please call 0333 00 333 88.

#### **In the Event of a Claim Requiring Emergency Action Outside of Normal Working Hours**

(Other than glass claims) PLEASE CALL - 0344 856 2032

#### **Complaints Procedure**

We endeavour to provide excellent service at all times, however we recognise that sometimes things do go wrong. In some cases Your insurance advisor will be able to resolve the problem and You should contact them directly in the first instance.

If this does not settle the matter, You should contact Paragon at the following:

Paragon Car Ltd  
London House,  
Thames Road  
Crayford  
DA1 4SL  
Email:Complaints@paragon-uk.net

If you are still not satisfied, you may contact the insurer's complaints team at:

The Customer Complaints Team  
Ocaso SA UK Branch  
3rd Floor,  
110 Middlesex Street,  
London E1 7HY  
Telephone:0207 377 6465  
E-mail: [customer.complaints@ocaso.co.uk](mailto:customer.complaints@ocaso.co.uk)

If We still cannot resolve Your complaint with Us, You may be entitled to refer it to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

If You make a complaint, it will not affect Your right to take legal action against Us.

#### **APPOINTMENT OF ARBITRATORS IN THE EVENT OF DISAGREEMENT**

1)

If the parties fail to come to an agreement over the amount of indemnity within a period of 40 days from receipt of a claim notification, each party will appoint an arbitrator, whose acceptance must be in writing.

2)

If one of the parties fails to appoint an arbitrator, this party is obliged to do so within 8 days from the date on which the other party so demands. If nevertheless, this party fails to appoint an arbitrator in the said period, it is understood that this party accepts the decision rendered by the arbitrator appointed by the other party, and that such decision is binding.

3)

In the case that the two arbitrators come to an agreement, their assessment will be reflected in a joint document in which are stated the causes of the loss or damage, the valuation of the damage, other circumstances affecting the determination of the indemnity and the proposal of the amount of the indemnity.

4)

When no such agreement is reached between the arbitrators, both parties will appoint a third arbitrator of mutual choice or if they cannot agree on the third, this arbitrator will be appointed by a Court of Law. In this case, the arbitrators' decision will be rendered in the period agreed by the parties or, failing this, within a period of 30 days from the appointment of the third arbitrator.

5)

The decision of the arbitrators, by unanimity or majority, will be notified to the parties in an immediate and indubitable way and will be binding on both parties unless legal action to declare the decision void is taken by either of the parties within a period of 30 days for the Insurer and 180 days for the Insured, from the date of notification. If this action is not initiated in the periods stipulated, the arbitrators' decision will be deemed irrefutable.

6)

Each party will pay the fees of their arbitrator. The Insurer will be responsible for 50% (fifty percent) and the Insured for the remaining 50% (fifty percent) of the fees of the third arbitrator as well as the rest of the expenses, including those of clearing away debris and those of an expert arbitrator. However, if either of the parties has made adjustments necessary, through insisting on an evaluation of the damages that was obviously disproportionate, the responsibility for payment would fall upon that party alone.

## ● ENDORSEMENTS

### THE FOLLOWING CLAUSES ARE APPLICABLE TO YOUR INSURANCE POLICY

#### 1. Protection Clause

It is a Condition Precedent to the liability of the Insurer in respect of loss, destruction or damage, including loss, destruction or damage caused by theft or attempted theft that all Protections, including locks, provided for the safety and security of the insured property shall be maintained in good order throughout the period of this insurance and be in full operation at all times when the Premises are left unattended. Such Protections shall not be withdrawn or varied without Our consent.

#### 2. Unoccupancy Clause

It is hereby understood and agreed that when the Premises specified in the Schedule are unattended for more than **30 consecutive days**:

a)

The excess shown in the Schedule of cover for each and every loss other than Fire, Lightning, Explosion, Aircraft and Subsidence, if applicable, and Third Party Liability is increased by £200.

b)

The cover under Section One (BUILDINGS) and Section Two (CONTENTS) of the policy excludes Perils Four (Escape of Water) and Six (Theft), UNLESS notified and agreed by Us.

c)

The cover under Section Two (CONTENTS) of the policy excludes loss or damage to Valuables and furs.

d)

The cover under Section Five (VALUABLES AND PERSONAL EFFECTS) of the policy excludes loss or damage by THEFT from the Insured Premises.

e)

The property must be inspected, by the Insured or the Insured's representative, at intervals of not more than 30 days, and written records kept of such inspections.

#### 3. Terrorism Clause

Subject otherwise to the terms, definitions, exclusions, provisions and conditions of the policy this insurance includes damage or loss resulting from damage by fire or explosion (if insured) occasioned by or happening through or in consequence of Terrorism as defined below.

For the purposes of this endorsement Terrorism is defined as:

Any act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by acts of Terrorism arising from biological, chemical or nuclear substances.

This policy excludes any act of Terrorism in Northern Ireland, and the territorial seas adjacent to England, Wales and Scotland (as defined by the Territorial Sea Act 1987) and the Channel Islands and the Isle of Man

#### 4. Mortgage Interest Clause

The interest of the mortgagee in each individual property insured by this policy is noted. You will be required to tell Us of these in the event of a claim.

In addition any act or neglect by You or the occupier of Your Buildings/House/Home, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that:

- such act or neglect is entirely without the authority or knowledge of the mortgagee;
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to us and any additional premium required is paid.

#### **5. Flat Roof Clause**

For all properties with a flat roof accounting for 40% or more of the total roof area, it is hereby agreed as follows:

**I)**

the following exclusions **d)**, **e)** and **f)** apply to peril covered 3 (storm, tempest or flood) under section one buildings:

**d)**

loss of or damage to the roof of the building due to storm, tempest or flood.

**e)**

loss of or damage to any part of the building (other than the roof) due to storm, tempest or flood where such loss or damage occurs as a consequence of damage to the roof from any cause.

**f)**

loss of or damage to the roof of the building due to accidental damage.

**II)**

the following additional exclusion applies to peril covered 3 (storm, tempest or flood) under section two contents:

Loss of or damage to the property insured under this section due to storm, tempest or flood, where such loss or damage occurs as a consequence of damage to the roof from any cause.

**III)**

It is a Condition Precedent to the liability of the insurer that the flat roof is inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.

#### **6. Tree Maintenance Clause**

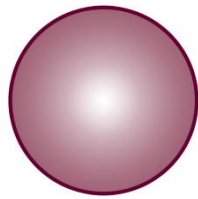
It is a condition precedent to the liability of the Insurer that the You shall take all the reasonable and practical steps to ensure that all trees and shrubs situated within seven metres of any part of the Building(s) shall be properly maintained and pollarded, as often as may be necessary, in order to ensure that such trees do not exceed three metres in height and thereby to minimise the risk of damage to other building(s) caused by subsidence.

Failure to maintain trees or shrubs within seven metres of the property at a height of three metres or less will result in peril 9 (subsidence, landslip or heave) under section one (buildings) being deleted and of no effect.

#### **7. Date Change Clause**

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.

**Further endorsements may apply , therefore, please refer to your Schedule of Cover.**



# Paragon

Paragon Car Ltd

London House • Thames Road • Crayford • Kent • DA1 4SL

Paragon Car Ltd is authorised and regulated  
by the Financial Conduct Authority under  
registration number 312028