

**Paragon**

**MONUMENT INSURANCE CERTIFICATE**



## Contents

Introduction.....	1
Cooling of Period .....	3
Cancellation .....	3
Complaints Procedure.....	4
Definitions.....	5
How We Use Your Data.....	9
General Exclusions .....	11
Claims Procedure .....	14
Building Section One.....	16
Contents Section Two.....	22
Accidents to Domestic Staff Section Three.....	28
Legal Liability to Public Section Four .....	29
Valuables and Personal Possessions Section Five.....	32
Domestic Freezer Cover Section six .....	34
Pedal Cycle Cover Section Seven.....	34
Money and Credit Card Cover Section Eight.....	35
Key Cover Section Nine.....	36
Endorsements .....	41

## Introduction

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

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

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

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

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

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

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

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

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

Changes that may affect **your** cover

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

It is important that:

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

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

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

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

This Certificate is governed by English law.

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

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

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



Paul Barnard  
For and on behalf of Paragon Car Ltd

The parties involved in **your** insurance

**Your** Certificate (Sections 1-8) is arranged and administered by Paragon Car Ltd who are registered in England company no. 04133312 with a registered office at 1<sup>st</sup> Floor, Jupiter House, Orbital One, Green Street, Green Road, Dartford, Kent DA1 1QG.

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

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

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

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

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

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

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

Section 9 of the Certificate is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664.

## How to Make a Claim

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

For claims, except liability claims:	For liability claims:	For Key claims:
Call us on 0333 400 9067 Email us at <a href="mailto:ukgclaims@davies-group.com">ukgclaims@davies-group.com</a> Go online at <a href="http://ukgprop.davies-group.com">http://ukgprop.davies-group.com</a> Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN	Call us on 0845 207 7453 Email us at <a href="mailto:UKG@kennedyslaw.com">UKG@kennedyslaw.com</a>  Postal address: Kennedys Claims Services, 6 Queen Street, Leeds, LS1 2TW	Call us on 0345 607 5329  Postal address: The Courtyard, High Street, Ascot, Berkshire, SL5 7HP

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-8) or Inter Partner Assistance SA (section 9) and quote **your** unique Certificate number from **your** schedule.

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

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

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

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

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

## Cooling Off Period

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

## Cancellation

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

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

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

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

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

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

## Administration Fees

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

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

## How to Make a Complaint

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

- If **you** have a complaint regarding the sale or service of **your** Certificate, please contact the **broker** or **insurance advisor** who arranged the insurance for **you**.
- If **you** have a complaint about the handling of any other claim other than a liability claim, please contact:  
Davies Group, Customer Relations, PO Box 2801, Stoke-on-Trent, ST4 9DN  
Tel: 0333 400 9068  
Email: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)
- If **you** have a complaint about the handling of a liability claim, please contact:  
Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW  
Tel: 0845 207 7453  
Email: [UKG@kennedyslaw.com](mailto:UKG@kennedyslaw.com)

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-8) or Inter Partner Assistance SA (section 9) and quote **your** unique Certificate number from **your schedule**.

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

## Financial Ombudsman

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

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

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

## Financial Services Compensation Scheme

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

## Definitions

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

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

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



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

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

## How We Use Your Data

Insurer Privacy Statement

### WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

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

UK GENERAL INSURANCE LIMITED

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

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

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

Why do **we** process **your** data?

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

What information do **we** collect about **you**?

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

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

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

Privacy Notice

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

## Data Protection

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

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

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

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

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

Paragon Car Ltd  
1<sup>st</sup> Floor Jupiter House  
Orbital One  
Green Street Green Road  
Dartford  
Kent  
DA1 1QG  
Email: [info@paragon-uk.net](mailto:info@paragon-uk.net)

## Credit Searches or Third-Party Information Sources

In considering **your** application for this insurance Certificate Paragon Car Ltd may consult several data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain Certificate records and to combat fraud. Paragon Car Ltd may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. Please check our privacy policy at <http://www.paragon-uk.net/Privacy%20Policy.html>, which can be found at [www.paragon-uk.net](http://www.paragon-uk.net) for details of these third parties This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reason or for tracing debtors.

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

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

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

## General Conditions Applicable to the Whole of this Insurance

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

### Your duties

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

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

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

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

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

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

## General Exclusions Applicable to the Whole of this Insurance

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) War Exclusion

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

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

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

### d) Existing and Deliberate Damage

**We** will not pay for loss or damage

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

### e) Loss of Value Clause

This insurance does not cover **you** for direct or indirect loss or damage to any property, or any legal liability, caused by or contributed to, or arising from the loss of **value** following a claim payment.

#### **f) Electronic Data Exclusion Clause**

**We** will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - Computer viruses, erasure or corruption of electronic data;
  - The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion “computer virus” means a corrupting, harmful or unauthorised instruction or code from an unauthorised source that propagates itself via or through a computer system or network.

#### **g) Biological and Chemical Contamination Clause**

**We** will not pay for:

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

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

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

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

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

#### **h) Confiscation/Holding Clause**

This insurance does not cover **you** for Customs or other government or local authority officials legally taking and holding or keeping **your** property.

#### **i) Aircraft Pressure Waves**

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

#### **j) Wear and Tear**

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

#### **k) Indirect Loss or Damage**

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

**l) Asbestos**

**We** will not pay for any loss damage or liability caused by or arising out of the removal or, disposal of asbestos or materials containing asbestos.

**m) Infectious or Contagious Disease Clause**

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

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

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

**n) Faulty Workmanship**

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

**o) Criminal Activity**

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

## How we Deal with your Claim

### Defence of claims

**We** may:

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

### Other insurance

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

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

### Subrogation

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

### Fraudulent Claims

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

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

**We**;

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

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

**We** will not return any of the premiums paid.

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



## Claims Conditions Applicable to the Whole of this Insurance

### Your duties

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

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

Section one  
Buildings

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

**Section one**  
**Buildings (continued)**

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

**Section one  
Buildings (continued)**

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

**Section one**  
**Buildings (continued)**

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

## Accidental damage to buildings

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

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

## Conditions that Apply to Section one (buildings) Only

### Settling claims

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

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

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

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

### Your sum insured

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

### Limit of insurance

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

## Section two

### Contents

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



**Section two**  
**Contents (Continued)**

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

**Section two**  
**Contents (continued)**

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

**Section two**  
**Contents (continued)**

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

**Section two**  
**Accidental damage to Contents**

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

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

## Conditions that Apply to Section two (Contents) Only

### Settling claims

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

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

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

The above basis of settlement will not apply to:

- clothes
- pedal cycles

where **we** will take off an amount for depreciation.

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

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

**Your** sum insured

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

4. If **you** are under insured, which means the cost of replacing or repairing the **contents** as new at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

### Limit of insurance

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

**Section three**  
**Accidents to Domestic Staff**

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

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

**Limit of insurance**

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

**Section four**  
**Legal Liability to the Public**

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

Part A

Part A of this section applies in the following way:

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

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

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

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



Part B

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

Part C

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

**Limit of insurance**

**We will not pay**

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

**Section five**  
**Valuables and Personal Possessions**

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

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

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

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

**Your** sum insured

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

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

### Limit of insurance

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

## Section six Domestic Freezer Cover

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

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

## Section seven Pedal Cycle cover

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

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

## Limit of insurance

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

## Section eight Money and Credit Card Cover

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

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

## Section nine

### Key Cover

This document sets out the terms and conditions of **your cover** and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the **policy** to work. The **cover you** hold is set out in the **policy schedule**.

This **key Protection policy** is provided by Complectus Limited. Complectus Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 774491). Its registered office is at The Courtyard, High Street, Ascot, Berkshire, SL5 7HP. It is registered in England no: 06581704

This **policy** is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

#### What makes up this policy?

These **key protection policy** terms and conditions and **your policy schedule** form **your** insurance contract.

#### Important information

This document sets out the terms and conditions of **your cover** and it is important that **you** read it carefully. The type of **cover you** hold will be set out in the accompanying **policy** schedule. If changes are made, these will be confirmed to **you** separately in writing.

Each section of **cover** explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the **cover**, and there are general conditions that **you** must follow for the **policy** to work.

#### Jurisdiction and law

This **key protection policy** is governed by the laws of England and Wales.

#### Demands and needs

This **key protection policy** meets the demands and needs of a **policy holder** seeking to replace their keys in the event of an insured incident for their lost, stolen or broken **keys**.

#### Meaning of words

Wherever the following words and phrases appear in **bold** in this **policy** and in the **policy schedule**, they will always have the following meanings.

<b>Cover</b>	In the event of any of the Insured Incidents, <b>we</b> will reimburse <b>you</b> up to the limits stated and AXA Assistance will assist with the arrangements for replacing <b>your keys and locks</b> , or onward transportation.
<b>Excess</b>	The first £50.00 of any claim payable by <b>you</b> .
<b>Policy Holder</b>	The first person in whose name the <b>policy</b> is issued and who is protected in case of loss or theft of <b>keys</b> .
<b>Home/House</b>	The private dwelling located within the <b>territorial limits</b> as specified on the <b>policy schedule</b> .
<b>Keys/Locks</b>	Any <b>key</b> to any external door to <b>your</b> home, or <b>vehicle</b> including electronic key fobs and immobiliser keys.
<b>Policy</b>	Means this section nine on the terms and subject to the conditions.
<b>Protection Policy</b>	limitations and exclusions set out in this document.

<b>Policy Limit</b>	The total amount payable in respect of each insured incident and in total for all Insured Incidents as in any one year as shown in <b>your policy schedule</b> including VAT. The total aggregate limit insured during the <b>policy period</b> is £1500.00 (£50 excess applies).
<b>Policy Period</b>	12 months from the start date of this policy as shown on <b>your policy</b> schedule.
<b>Policy Schedule</b>	Is the schedule issued to <b>us</b> on <b>your</b> behalf by Paragon Car Limited which contains details of <b>your policy</b> start date, <b>policy limit</b> and additional information in support of <b>your</b> application for <b>cover</b> under this <b>policy</b> , and which forms part of the <b>key protection policy</b> . <b>Your policy start date</b> is the <b>start date</b> as detailed in <b>your</b> finance agreement issued to <b>you</b> by Paragon Car Limited and where they have paid the <b>premium</b> on <b>your</b> behalf.
<b>Premium</b>	The <b>premium</b> is payable on the payment date shown in the <b>policy schedule</b> as the <b>premium</b> due date if applicable. The <b>policy</b> will start on the <b>start date</b> and will last until one of the criteria set out under 'Termination of <b>cover</b> ' is met.
<b>Proposal or Statement of Fact</b>	The documents completed or supplied by <b>you</b> or on <b>your</b> behalf by Paragon Car Limited and all other information provided by <b>you</b> on which <b>we</b> have relied when agreeing to provide this <b>key protection policy</b> . If <b>you</b> do not give <b>us</b> full information at the start, or do not tell <b>us</b> about changes, this <b>key protection policy</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.
<b>Paragon Car Limited</b>	Paragon Car limited is authorised and regulated by the Financial Conduct Authority (FCA Number 312028). Its registered office is at 1 <sup>st</sup> Floor Jupiter House, Orbital One, Green Street Green Road, Dartford, Kent, DA1 1QG. It is registered in England no: 04133312
<b>Start Date</b>	The date <b>your cover</b> starts under this <b>policy</b> shown in <b>your policy schedule</b> .
<b>Territorial Limits</b>	UK: Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
<b>Vehicle</b>	the motor <b>vehicle</b> notified to <b>us</b> within the <b>proposal or statement of fact</b> .
<b>We, Insurer, Our, Us,</b>	Means Inter Partner Assistance SA, the underwriters of this <b>policy</b> and AXA Assistance UK Limited, the administrator of this <b>policy</b> , both of; The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.
<b>You, Your, Insured</b>	The first person named on the <b>policy schedule</b> .
<b>Claims conditions</b>	<ul style="list-style-type: none"> <li>- All lost or stolen <b>keys</b> or <b>keys</b> broken in a <b>lock</b> must be reported to <b>Us</b> on 0345 607 5329 within 48 hours of the incident</li> <li>- The police must be notified of all lost and stolen <b>keys</b> within 48 hours of the incident and a crime reference or lost property number obtained.</li> <li>- All costs for any services rendered must be met by <b>you</b> and <b>you</b> must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to <b>Us</b> within 31 days of notifying AXA Assistance. Providing <b>Your</b> claim is within the terms of this <b>policy</b> <b>We</b> will validate <b>your</b> claim and reimburse <b>your</b> outlay up to the <b>policy</b> limits.</li> <li>- If <b>you</b> claim under this <b>policy</b> for something that is also covered by another insurance <b>policy</b>, <b>you</b> must provide <b>Us</b> with full details of the other insurance <b>policy</b>. <b>We</b> will only pay <b>our</b> rateable proportion of the claim.</li> <li>- <b>You</b> must take reasonable care to avoid anything which may result in a claim under this <b>policy</b>.</li> </ul>

## Exclusions

- All costs incurred where **you** have not notified **Us** within 48 hours of the incident.
- Any claim for theft or loss of **keys** which is not reported to the police within 48 hours of the incident and a crime reference or lost property number obtained.
- Any claim for replacing **locks** when only parts need changing.
- Any claim made, or any insured event causing the need for a claim to be made, which occurs within 14 days from the start date of this **policy**.
- Insured **keys** lost or broken by, or stolen from, someone other than **you**.
- Any lock replacement other than the lock with the key broken in it denying **you** access to **your** home or vehicle.
- Any event giving rise to a claim which occurred outside the **territorial limits**.
- Any costs other than the replacement of insured **keys** where **you** have access to duplicate keys.
- Any claim for **keys** where a previous claim has been rejected unless the current claim is supported by a valid VAT receipt to evidence that the previously lost or stolen **key** was replaced.
- Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
- Any claim for damage to **locks** by attempted theft or malicious damage.
- Any claim for loss or damage caused by any act of war, invasion or revolution.
- Any other **keys** other than for the **Home** or **your vehicle**

## How to make a claim

Please read the Insured Incidents, Claims Conditions and Exclusions sections to ensure the incident is covered under the terms of this **policy**. If **you** believe **your** claim to be valid then within 48 hours of the incident, please telephone:

**Us** on 0345 607 5329 and assistance will be arranged for **you**.

***FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.***

## Insured incidents

1. Theft or loss of **your keys** - If **your vehicle** or **house keys** are stolen or lost anywhere in the UK, **you** must report this to both the police, obtaining a crime reference or lost property number, and AXA Assistance who will arrange for a suitable contractor to attend the scene. Upon validation of **your** claim **We** will reimburse **you** for the cost of **your key** or **lock** replacement up to the **policy** limit
2. **Vehicle keys** – If **your keys** are locked in **your vehicle** or broken in any **lock** of **your vehicle** denying **you** access or use, **you** must report this event to AXA Assistance who will arrange for a suitable contractor to attend the scene and upon validation of **your** claim **We** will reimburse **you** for the cost of a replacement key and the call out charge up to the **policy** limit.
3. **House keys** – If **your keys** are locked in **your house** or broken in any external door **lock** denying **you** access to **your** property, **you** must report this event to AXA Assistance who will arrange for a suitable contractor to attend the scene and upon validation of **your** claim **We** will reimburse **you** for the cost of gaining access and if necessary provide reimbursement for a replacement **key**, or repair or replacement of the damaged **lock**, up to the **policy** limit.
4. If **you** are stranded more than 20 miles from **Home** by theft or loss of **your vehicle keys** and have no access to **your vehicle** **We** will pay £30 per day including VAT for vehicle hire, for up to 3 days. AXA Assistance must be notified of the circumstances and car hire arranged through them.



This **policy** will continue to respond for the **policy period** or until **your** chosen level of indemnity is exhausted whichever comes first. Please refer to **your policy schedule** to check the **policy limit you** have chosen.

#### **Cancellation – Your rights**

If **you** find that this cover does not meet **your** needs, please contact **us** within 14 days of receiving this document and **we** will cancel this policy.

#### **Cancellation – Our rights**

**We** may cancel this policy by giving **you** at least 14 days written notice at **your** last known address for the following reasons;

**We** may cancel this policy without giving **you** prior notice if, by law, or other similar reasons **we** are unable to provide it.

**We** reserve the right to refuse renewal of any individual policy.

**We** may cancel this policy 'with immediate effect if:

- **You** make or try to make a fraudulent claim under **your** policy;
- **You** are abusive or threatening towards **our** staff;
- **You** repeatedly or seriously break the terms of this policy.

**We** will continue to honour any claims made before cancellation.

#### **Termination of cover**

This insurance **cover** shall automatically terminate immediately upon the first to occur of the following:

1. The expiry of the **policy Period**.
2. Upon transfer of ownership of the **vehicle** or **house** to any person other than the first named on the **policy schedule**.

#### **Important information**

AXA Assistance will provide **you** with assistance by arranging key or lock, repair or replacement, or onward transportation as appropriate. Providing assistance is a service only and does not pre-qualify **your** claim for reimbursement of costs. **We** will validate **your** claim and reimburse **you** for costs **you** have met following any of the Insured Incidents detailed below. Reimbursement is subject to **You** providing the original invoice(s), receipt(s), any relevant crime reference or lost property number and complying with all other terms and conditions of this insurance. All costs outside of the terms of this **policy** must be met and paid for by **you**.

#### **Complaints procedure**

**You** can write to the Group Quality and Customer Relations Manager at:  
Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey, UK  
RH1 1PR,

Or, **you** can phone 01737 815 215 or email [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

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: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

#### **Compensation scheme**

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information can be obtained from the website [www.fscs.org.uk](http://www.fscs.org.uk)

### **Data Protection**

Details of **you, your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, key insurance claims handling, complaints handling, sanctions checking and fraud prevention purposes, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include: a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** key insurance claim, in order to provide the services described in this policy. b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with emergency key assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law; c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control; d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **your** property which is the subject of the claim or any information submitted to substantiate the claim, or for the purpose of providing services under this policy, sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

**Our** full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from **us** on request.

### **Alternative Format**

Please contact **Us** if **You** would like a copy of these terms and conditions in alternative format such as large print or audio.

## Endorsements

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

### 1: Alarm clause:

This insurance does not cover theft:

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

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

and

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

### 2: Bank or building societies interest clause:

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

### 3: Business use extension clause:

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

### 4: Climatic conditions clause:

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

### 5: Contractors exclusion clause:

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

### 6: Flood exclusion clause:

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

### 7: Hotel and motel clause:

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

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

#### **8: Index-linking clause**

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

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

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

#### **9: Jewellery clause:**

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

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

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

#### **10: Keys clause:**

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

#### **11: Minimum security clause:**

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

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

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

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

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

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

#### **12: Second Home clause:**

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

#### **13: Musical instruments clause:**

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

**14: Non-Standard construction clause:**

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

**15: Premium finance cancellation clause:**

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

**16: Protections clause:**

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

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

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

**17: Safe clause:**

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

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

**18: Stamp clause:**

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

**19: Subsidence, heave or landslip exclusion clause:**

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

**20: Theft limitation clause:**

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

**21: Unattended vehicles clause:**

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

## **22: Unoccupancy clause:**

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

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

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

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

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

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

## **23: Change of Occupancy clause:**

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

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

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

## **24: Wine clause:**

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

This insurance excludes:

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

It is warranted that:

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

## **Basis of valuation:**

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

## **25: Settings clause:**

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

## 26: Chimney clause:

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

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

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

## 27: Limited Occupancy clause:

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

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

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

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

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

## 28: Flat Roof clause:

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

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

## 29: Electrical Wiring clause:

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

### **31: Bed and Breakfast clause:**

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

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

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

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

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

### **32: Lodgers clause:**

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

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

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

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

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

### **33: Holiday Home clause:**

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

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

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

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

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

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

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

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



**34: Limitation of Cover clause:**

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

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

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

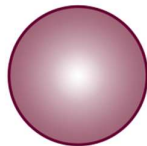
This insurance does not cover loss of or damage to specified items shown in **your schedule** that have a value of more than £3,000 unless **you** can provide **us** with a copy of the original purchase receipt or an official valuation of the item which is no more than 3 years old at the time **you**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

**36: Pedal Cycles and Electric Bikes High Value clause:**

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

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

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



**Paragon**

Paragon Car Ltd

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