



Paragon

.....
PROTECT



Introduction

Paragon Household 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, persistency rates 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 behalf.

Your policy, together with **your** key facts document, schedule and any **endorsements** applying make up **your** complete insurance document and must be read together.

Please read **your** insurance documents carefully and keep them in a safe place. 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.

You must also tell your broker within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the buildings. You do not need to tell **us** about internal alterations to the buildings.
- if someone other than your family is going to live in the home,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule**,
- of any change to the use of the home. For example if the buildings are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to occupancy of the buildings. For example, if the buildings are to stop being **your** permanent residence or are to be unoccupied for any continuous period exceeding 30 days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact **your** broker.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by **you** is not complete and accurate, **we** may: -

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

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**.

Please note that all words in **red** type are showing **you** what is NOT covered.

Your insurance document 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 the **schedule**.

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

Sections 1 to 8 of the policy are underwritten by a consortium of leading insurers:

Ageas Insurance Limited

Ageas Insurance Limited (Registered number: 354568) is registered at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (Registered number: 93792) is registered in England and Wales at St. Mark's, Chart Way, Horsham, West Sussex RH12 1XL.

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Section 9 of the policy is underwritten by Ageas Insurance Limited (No. 354568).

Ageas Insurance Limited is authorised and regulated by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Cancelation Procedure

Cooling-off Period

If after reading through your insurance policy you decide not to proceed with this insurance, you have the right to cancel back to the start of the period of insurance without giving any reason, providing your instruction to cancel is submitted to your Broker within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance,

whichever is the latter.

Providing no claim has been made we will refund your premium in full, less an administration charge of £10.50 for each section of this policy where the policy has been in force.

Your Right to Cancel

If you wish to cancel your policy after 14 days you can do so at any time by contacting your Broker.

- On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis, providing no incidents have occurred which give rise to a claim.
- On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Our Right to Cancel

We can cancel your policy by giving you 30 days written notice at your last known address if:

- We have identified serious grounds (such as the use or threat of violence or aggressive behaviour against our staff, contractors or property)
- There is a change in risk occurring which increases the risk under your policy and which we are unable to insure
- You breach any terms and conditions of your policy
- There is a default in instalment payments due under any linked loan agreement

If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance providing no claims have been made.

Where possible, we will try to seek an opportunity to resolve the matter with you.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

This will not affect your right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy your Broker may impose a charge. Please contact your Broker for further information.

Complaints Procedure

We are dedicated to providing **you** with a high standard of service and **we** want to ensure **we** maintain these standards at all times. If **you** feel that **we** have not offered **you** a first class service or if **you** wish to make a complaint **you** may do so at any time by referring the matter to:

The Managing Director
Paragon Household Ltd
London House
Thames Road
Crayford
Kent DA1 4SL

E-Mail: Complaints@paragon-uk.net

If you are unable to resolve the situation you may refer the matter to:

Complaints Officer
3 Atlantic Quay
20 York Street
Glasgow
G2 8JH

Email: pencomplaints@penunderwriting.com
Tel: 0141 285 3539

For section 9 on your policy

Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050
Email: feedback@qdosconsulting.com

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service. The (FOS) can be contacted at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9GE

Telephone Number: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (for landline users, mobile users may be charged)

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

Further details will be provided on request and at the appropriate stage of the complaints process.

In all communications the policy number appearing in line one of the **schedule** should be quoted.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** are based, or, if **you** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** are based.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** are based, or, if **you** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** are based.

Applicable to All Policies

Paragon Household Ltd will charge a policy administration fee, for further details refer to the Key Facts Document.

Definitions

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

You / your / insured	The person or persons named in the schedule and all members of your family who permanently live in the home .
Accidental Damage	Physical damage caused suddenly and unexpectedly by an outside force.
We / us / our	Royal and Sun Alliance Insurance plc & Ageas Insurance Limited
Your broker / insurance advisor	The person or persons who place this insurance on your behalf.
Schedule	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of the ground being compressed by the weight of the building.
Endorsement	A change in the terms and conditions of this insurance.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building
Landslip	Downward movement of sloping ground
Heave	Upward movement of the ground beneath the buildings as a result of the soil expanding
Buildings	<ul style="list-style-type: none"> • The home and its decorations • fixtures and fittings attached to the home • permanently installed swimming pools, ornamental ponds or fountains, hard tennis courts, drives, patios and terraces, walls, gates fences, hedges and fixed fuel tanks <p>you own or for which you are legally responsible within the premises named in the schedule.</p>
Premises	The address which is named in the schedule .
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Contents	<p>Household goods and personal property, within the home, which are your property or which you are legally responsible for.</p> <p>Contents includes:</p> <ul style="list-style-type: none"> • tenant's fixtures and fittings • radio and television aerials, satellite dishes, their fittings and masts which are attached to the home

	<ul style="list-style-type: none"> • property in the open but within the premises up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home) • office equipment up to £10,000 in total • money up to £500 in total, and bank cards up to £2,500 in total • deeds and registered bonds and other personal documents up to £1,500 in total • valuables up to 40% of the sum insured for Contents within the private dwelling subject to a £3,000 limit for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule • domestic oil in fixed fuel oil tanks up to £1,000 <p>Contents does NOT include:</p> <ul style="list-style-type: none"> • motorised vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories • any living creature • any part of the buildings • any property held or used for business purposes other than office equipment • any property insured under any other insurance.
--	---

Bodily injury	Bodily injury includes death or disease.
----------------------	---

Sanitary ware	<ul style="list-style-type: none"> • Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
----------------------	---

Valuables	<ul style="list-style-type: none"> • jewellery and watches • furs • gold, silver, gold and silver plated articles and other precious metals • pictures, paintings and other works of art • collections of stamps or coins.
------------------	---

Personal possessions	<ul style="list-style-type: none"> • Clothing, baggage, sports equipment, guns and items specifically designed to be carried or worn about the person and all of which belong to you or you are legally responsible for. <p>Personal possessions does NOT include:</p> <ul style="list-style-type: none"> • money and bank cards • any property which is more specifically insured by any other insurance • pedal cycles • computer equipment and mobile telephones.
-----------------------------	--

Office equipment	<ul style="list-style-type: none"> • Computers, printers, scanners and their accessories, office furniture, photocopiers, fax machines and phone equipment in your home, other than equipment belonging to your employer.
-------------------------	--

Value	<ul style="list-style-type: none"> The amount of money you would have received if you sold the article or property undamaged.
Occupant	<ul style="list-style-type: none"> A person or persons authorised by you to stay in the home overnight.
Bank Cards	<ul style="list-style-type: none"> Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to you, which you are responsible for and are held for private or domestic purposes only.
Money	<ul style="list-style-type: none"> current legal tender, cheques, postal and money orders postage stamps not forming part of a stamp collection savings stamps and savings certificates, travellers' cheques premium bonds, and gift tokens travel tickets and phone cards <p>all held for The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.</p>
United Kingdom	<ul style="list-style-type: none"> The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Europe	<p>includes:</p> <ul style="list-style-type: none"> all European countries; all Mediterranean Islands; all countries with a Mediterranean shoreline; the Canary Islands; Madeira; and journeys between these countries.
Geographical Limits	<ul style="list-style-type: none"> The United Kingdom, Europe and anywhere else in the world for up to 60 days in any one period of insurance.
Family	<ul style="list-style-type: none"> You, your spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address for a continuous period of at least 6 months), dependent children and other relatives who permanently live with you.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Data Protection Act 1998

How we use your Information - Please read the following carefully as it contains important information relating to the details that you have given us. **You** should show this notice to any other party related to this insurance.

Who we are –

This insurance is underwritten by a consortium of two leading UK insurers, being Ageas Insurance Limited and Royal & Sun Alliance Insurance plc.

You are giving your information to Ageas Insurance Limited and Royal & Sun Alliance Insurance plc and their associated group companies (the Group). In this information statement, '**we**' '**us**' and '**our**' refers to the Group unless otherwise stated.

How your information will be used and who we share it with

Your information comprises of all the details we hold about **you** and **your** transactions and includes information obtained from third parties. If you contact us electronically, **we** may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider. **We** may use and share your information with other members of the Group to help **us** and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where **we** have your permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where **we** may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use your information. Where **we** believe you may not reasonably expect such a change **we** shall write to you. If you do not object, **you** will consent to that change. **We** will not keep your information for longer than is necessary.

Sensitive Information –

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about you or others except for the specific purpose for which **you** provide it and to carry out the services described in your policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

Fraud prevention agencies –

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History –

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, **you** must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

How to contact us –

On payment of a small fee, **you** are entitled to receive a copy of the information we hold about **you**. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to: Data Protection Officer, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Sums Insured

You must ensure that **you** review **your** sums insured at full value - for **buildings** the sum insured must represent the estimated cost of rebuilding if the **buildings** were destroyed including fees and site clearance (and not the market value of the buildings). For **your contents** **you** must ensure that the sum insured represents the replacement cost as new. For **valuables** the sum insured should be the current market value.

Government Financial Sanctions

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

If any such prohibition or restriction takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding

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; 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 reasonable 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.

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away at:

The Affinity Claims Team,
PO BOX 1291,
Preston,
PR2 0QJ.

Tel: 03301 026 796

Email: newclaims@ryandirectgroup.co.uk

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Claims Terms and Conditions

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

For claims under section nine of this policy please refer to pages 28 to 35.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme, if they are unable to meet their obligations to **you** under this contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Tel: 0800 678 1100 or 020 7741 4100
www.fscs.org.uk

Section one
Buildings

What is covered	What is not covered
This insurance covers the buildings for physical loss or damage directly caused by	We will not pay
1a) fire, lightning, explosion or earthquake	the first £100 of every claim
1b) smoke damage	a) for loss or damage by any gradually operating cause b) the first £100 of every claim
2) aircraft and other flying devices or items dropped from them	a) the first £100 of every claim
3) storm, flood or hail, weight of snow	a) for loss or damage to drives, patios and terraces, gates, fences and hedges b) damage caused by a rise in the water table (the level below which the ground is completely saturated with water) c) the first £100 of every claim
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) the first £250 of every claim c) for loss or damage while the buildings are not furnished enough to be normally lived in or unoccupied for more than 30 consecutive days.
5) escape of oil from a fixed domestic oil-fired heating installation caused by a fault in any fixed domestic heating installation	a) the first £100 of every claim b) for loss or damage while the buildings are not furnished enough to be normally lived in or unoccupied for more than 30 consecutive days.
6) theft or attempted theft	a) for loss or damage while the home is not furnished enough to be normally lived in b) for loss or damage while the home is lent, let or sub-let unless the loss or damage follows a violent and forcible entry c) the first £100 of every claim
7) collision by any vehicle or animal	the first £100 of every claim
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage while the buildings are not furnished enough to be normally lived in b) the first £100 of every claim

Section one
Buildings (continued)

What is covered	What is not covered
This insurance covers the buildings for physical loss or damage directly caused by	We will not pay
9) subsidence or heave of the site upon which the buildings 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) the first £1,000 of every claim</p> <p>f) for loss or damage caused by river erosion and or coastal erosion</p> <p>g) for loss or damage whilst the buildings 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	the first £100 of every claim
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 premises</p> <p>b) for loss or damage to gates and fences</p> <p>c) the first £100 of every claim</p>

**Section one
Buildings (continued)**

What is covered	What is not covered
This section of the insurance also covers	We will not pay
<p>A) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • fixed glass and double glazing (including the cost of replacing frames) • solar panels • sanitary ware • ceramic hobs <p>all forming part of the buildings</p>	<p>a) for damage while the buildings are not furnished enough to be normally lived in</p> <p>b) the first £100 of every claim</p>
<p>B) the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally responsible for</p>	<p>the first £100 of every claim</p>
<p>C) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section one</p>	<p>more than £1,500 in any period of insurance.</p> <p>If you claim for such loss under Sections one and two, we will not pay more than £1,500 in total</p>
<p>D) expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers' and legal fees • the cost of removing debris and making safe the buildings • costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings 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 you before the loss or damage</p>
<p>E)</p> <ul style="list-style-type: none"> • loss of rent due to you which you are unable to recover • additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for <p>while the buildings cannot be lived in following loss or damage which is covered under Section one</p>	<p>any amount over 20% of the sum insured for the buildings damaged or destroyed</p>

**Section one
Buildings (continued)**

What is covered	What is not covered
F) anyone buying the buildings who will have the benefit of Section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance
G) the cost of tracing the source of any escape of water or oil from fixed water tanks or pipes or domestic oil-fired heating installation which you are legally responsible for	more than £5,000 in any period of insurance . If you claim for such loss under Sections one and two, we will not pay more than £5,000 in total
H) damage to the home caused by forced access to attend a medical emergency or an event which could result in damage to the home	any amount over £750
I) repairs following loss or damage to your garden caused by fire, lightning, explosion, theft or attempted theft, impact by aircraft or vehicles, any person taking part in a riot, civil commotion or acting maliciously	<ul style="list-style-type: none"> a) any amount over 5% of the sum insured for buildings b) more than £500 for any one tree, plant or shrub c) any fees incurred in the preparation of your claim, and costs relating to undamaged parts of the garden d) for any damage to fences, gates, paddocks or woods
J) the cost of removing and replacing any part of the buildings necessary to repair a household heating or water system which has caused an escape of water or oil	<ul style="list-style-type: none"> a) for loss or damage to the component or appliance from which the water or oil escapes b) for loss of oil including service pipes and cables c) any amount over £1,000

Accidental damage to buildings

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

What is covered	What is not covered
This extension covers	We will not pay
K) accidental damage to the buildings	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under Section one b) for the buildings moving, settling, shrinking, collapsing or cracking c) for damage while the home is being altered, repaired, cleaned, maintained or extended d) for damage to outbuildings and garages which are not of standard construction e) for damage while the home is lent, let or sub-let f) for the cost of general maintenance g) for damage caused by infestation, insects and vermin, corrosion, damp, wet or dry rot, mould or frost, fungi h) for damage arising from faulty design, specification, workmanship or materials i) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure j) for damage caused by extremes of temperature or exposure to light k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks 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 m) the first £150 of every claim

Conditions that apply to Section one (buildings) only

Settling claims

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

1. **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of your buildings and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by our nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from your nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by our nominated contractor if the repair work had been carried out without delay
- The cost of work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

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 contents for physical loss or damage directly caused by	We will not pay
1a) fire, lightning, explosion or earthquake	the first £100 of every claim
1b) smoke damage	a) for loss or damage by any gradually operating cause b) the first £100 of every claim
2) aircraft and other flying devices or items dropped from them	the first £100 of every claim
3) storm, flood hail, or weight of snow	a) property out in the open b) damage caused by a rise in the water table (the level below which the ground is completely saturated with water) a) the first £100 of every claim
4) escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage while home is not furnished enough to be normally lived in or unoccupied for more than 30 consecutive days b) the first £250 of every claim
5) escape of oil from a domestic fixed oil-fired heating installation caused by a fault in any fixed domestic heating installation	a) for loss or damage caused by faulty workmanship b) the first £100 of every claim c) for loss or damage while home is not furnished enough to be normally lived in or unoccupied for more than 30 consecutive days
6) theft or attempted theft	a) for loss or damage whilst the home is lent, let or sub-let unless the loss or damage is caused by a violent and forcible entry b) any amount over £5,000 within detached domestic outbuildings and garages c) the first £100 of every claim
7) collision by any vehicle or animal	the first £100 of every claim
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	the first £100 of every claim
9) subsidence or heave of the site upon which the buildings stand or landslip or landslide	a) for loss or damage following damage to solid floors unless the walls of the home are damaged at the same time by the same event b) loss or damage which but for the existence of this insurance would be covered under any contract or guarantee or by law c) for loss or damage whilst the buildings are undergoing any demolition, structural repairs, alterations or extensions d) for loss or damage by river erosion and or coastal erosion e) the first £1000 of every claim
10) falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the premises b) the first £100 of every claim

**Section two
Contents (Continued)**

What is covered	What is not covered
This Section of the insurance also covers	We will not pay
<p>A) accidental damage to:</p> <ul style="list-style-type: none"> • televisions • satellite decoders • audio, video or dvd equipment • radios • home computers • games consoles <p>all situated within the home</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"> • fixed glass and double glazing • sanitary ware <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	<p>for the cost of repairing, removing or replacing frames</p>
<p>C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in Section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<p>a) for contents outside the United Kingdom</p> <p>b) for money or credit cards</p> <p>c) any amount over 20% of the sum insured under Section two for contents in a furniture store</p>
<p>D) up to 12 months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under Section two</p>	<p>any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed</p>

Section two
Contents (continued)

What is covered	What is not covered
E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under Section two	any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed
F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section two	<p>a) any amount over 20% of the sum insured under Section two for the contents of the buildings damaged or destroyed</p> <p>b) for loss or damage caused by fire, lightning or explosion to the buildings 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 buildings are not furnished enough to be normally lived in</p> <p>f) the first £100 of every claim</p>
G) increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section two	more than £1,500 in any period of insurance . If you claim for such loss under Sections one and two, we will not pay more than £1,500 in total
H) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over £750 in total
I) the cost of repairing accidental damage to <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables which you are legally responsible for as tenant only	the first £100 of every claim
J) fatal injury to you , happening at the premises shown in the schedule , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person under sixteen years of age, at the time of death	
K) 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 contents section

Section two
Accidental damage to Contents

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

What is covered	What is not covered
This extension covers	We will not pay
L) accidental damage to the contents within the home	<ul style="list-style-type: none"> a) for damage or any proportion of damage which we specifically exclude elsewhere under Section two b) for damage to contents within garages and outbuildings c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon d) for damage caused by chewing, tearing, scratching or fouling by your animals e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles f) for money, credit cards, documents or stamps g) for damage to contact, corneal or micro corneal lenses h) for damage while the home is lent, let or sub let i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost, fungi j) for damage arising out of faulty design, specification, workmanship or materials 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 l) for damage caused by extremes of temperature and exposure to light m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination n) for the first £150 of every claim

Conditions that apply to Section two (**contents**) only

Settling claims

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

1.
 - a. Where the damage can be economically repaired **we** will pay the cost of repair
 - b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.
 - c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.
 - d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to

- clothes
- pedal cycles

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

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** 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
Your legal liability	Your legal liability
<p>for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule</p>	<p>for bodily injury arising directly or indirectly</p> <ul style="list-style-type: none"> • from any vehicle outside the premises • from any vehicle used for racing, pacemaking or speed testing • in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance • arising out of your ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order or Dangerous Dogs Amendment 1997 or any amending legislation.

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

What is covered	What is not covered
Your legal liability	Your legal liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for bodily injury to:</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <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"> • you • any other permanent member of the home • any person engaged in your service <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 period of insurance (Exclusions continued over the page)</p>

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

What is covered	What is not covered
Your legal liability	Your legal liability
	<p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which you have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of your ownership, possession or use of:</p> <p>i) any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> • motorised mobility scooters • gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere <p>ii) any power-operated lift, other than stair lifts</p> <p>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv) 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</p> <p>h) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us as soon as possible but not later than 30 days from the end of the period of insurance; <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>i) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>j) arising from The Party Wall etc Act 1996</p> <p>k) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Part B

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

Part C

What is covered	What is not covered
We will indemnify you for	We will not indemnify you
<p>Any amount you 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 home previously owned and occupied by you</p>	<ul style="list-style-type: none"> • for any liability if you are entitled to indemnity under any other insurance • for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- in respect of pollution and/or contamination: - more than **£2,000,000** in all
- in respect of other liability covered under section four:- more than **£2,000,000** in all for Part A and C, and **£100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

**Section five
Valuables and personal possessions**

What is covered	What is not covered
This insurance covers	We will not pay
valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule	<p>a) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould, fungi or frost</p> <p>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</p> <p>c) any amount over £1,500 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule</p> <p>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</p> <p>e) for damage to guns caused by rusting or bursting of barrels</p> <p>f) for breakage of any sports equipment whilst in use</p> <p>g) for any loss of or damage to contact, corneal or micro corneal lenses</p> <p>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision</p> <p>i) the first £100 of every claim in respect of unspecified items</p> <p>j) any amount over £1,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant</p> <p>k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms</p>

Conditions that apply to Section five (**valuables and personal possessions**) only

How we deal with your claim

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

**Section seven
Pedal Cycle cover**

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

What is covered	What is not covered
Section two of this insurance extends to cover	We will not pay
<p>the cost of repairing or replacing your pedal cycles following:</p> <ul style="list-style-type: none"> • theft or attempted theft • accidental damage <p>occurring anywhere in the United Kingdom</p>	<p>a) for loss or damage to:</p> <ul style="list-style-type: none"> • tyres, • lamps, • accessories, <p>unless the cycle is stolen or damaged at the same time</p> <p>b) for damage from mechanical or electrical faults or breakdown</p> <p>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</p> <p>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</p>

Limit of insurance

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

Section eight
Money and Bank 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	We will not pay
<ul style="list-style-type: none"> theft or accidental loss of money any amounts which you become legally liable to pay as a result of unauthorised fraudulent use following loss or theft of your bank card(s) which in most cases you will only be liable for the first £50 of the claim <p>within the geographical limits shown in the schedule, provided that</p> <ul style="list-style-type: none"> upon discovering any such loss or theft, you have notified the police or border authorities and, in the case of credit card(s), the card issuing company; and you have complied with all other conditions under your bank card(s) provider (s) 	<ul style="list-style-type: none"> a) to make up any shortages due to error or omission b) for loss of value c) the first £100 of every claim d) not more than £500 in respect of money and £2,500 in respect of bank cards e) more than £50 per card for the unauthorised or fraudulent of your bank card(s)

Section nine Legal Expenses Cover

Important Notice

Please do not ask for help from a solicitor before **we** have agreed to underwrite their costs. If **you** do **we** will not pay the costs incurred.

Qdos Household & Family Legal Expenses Insurance

Arranged by: Qdos Broker & Underwriting Services Limited

Underwritten by: UK General Insurance Ltd on behalf of Ageas Insurance Limited

About this policy

This policy has been arranged by Qdos Broker & Underwriting Services Limited with UK General Insurance Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

This is a "claims made" insurance policy. This insurance only covers claims that arise and are notified to *us* during the *period of insurance*.

The *insurer* agrees in consideration of the premium to indemnify *you* to the extent and in the manner provided within this policy.

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Making a claim

If an *insured person* wishes to discuss a problem which may lead to a claim, please ring our dedicated helpline quoting the certificate number on *your* Policy Schedule.

Our trained staff will help identify the problem and, where necessary, put the *insured person* in touch with a member of *our* panel of professional advisors. *We* will initially deal with a potential claim through the helpline service and, before the claim is accepted, may refer the matter to a suitably qualified and experienced professional person for advice and suggested appropriate action.

Claims should be notified as soon as possible by calling 01455 852102 or by writing to:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Email: claims@qdosunderwriting.com

Once details have been received by *us* and *we* have accepted the claim in writing, *we* will appoint one or more solicitors, accountants or other suitably qualified and experienced persons from *our* panel to act on the *insured person's* behalf.

Definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in italics in this policy.

Appointed representative

A solicitor, accountant or other suitably qualified person appointed in accordance with the provisions of General Condition 5, to act for an *insured person*.

Consequential loss

Any other costs that are directly or indirectly caused by the event which led to *your* claim unless specifically stated in this policy.

Date of occurrence

The date of one or more events arising at the same time or from the same cause, which give (s) rise to a claim under this insurance.

Disbursements

Costs payable in respect of services provided by a third party to the *insured person*, distinct from the services supplied by the *appointed representative* to the *insured person*, that have been incurred with *our* prior consent.

Employee

A person working under a contract of service excluding any person working under a contract of apprenticeship or providing services under a contract for services.

Goods

Household goods and personal effects but only to the extent that these are insured under *your* household insurance policy.

Insured person

You and, with *your* agreement to claim and if permanently living with you, the person *you* are married to or live with as if married, all members of *your* family and, where applicable, the legal personal representatives of any of them.

Insurer/their/them/they

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

Legal expenses

The legal fees, accountants fees, costs, *disbursements* and other professional charges in connection with *legal proceedings* which Qdos has agreed to fund:

- a) Reasonably and necessarily incurred by the *appointed representative*.
- b) Incurred by other parties in civil cases if an *insured person* has been ordered to pay them or pays them with the prior agreement of Qdos.

For the purposes of this definition 'reasonably incurred' shall mean costs that are deemed by a court to be reasonable upon an assessment on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate. All *legal expenses* shall be subject to reasonable prospects of success – please refer to "This policy will not cover – condition 1" for more information.

Legal proceedings

The pursuit or defence of legal disputes, tax investigations made by or brought against an *insured person* including appealing or defending an appeal against judgment and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the *territorial limits*.

Limit of indemnity

The sum of £25,000 being the maximum amount payable by the *insurer* in respect of any one claim and in aggregate for all claims notified during any one *period of insurance*.

Part 36 Offer

Any offer made by an opponent to settle a claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the *insured person* to pay part of their opponent's costs should the *insured person* reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the opponent, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998

Qdos/we/us/our

Qdos Broker & Underwriting Services Limited, an insurance intermediary who has been delegated authority to bind cover and manage claims settlements on behalf of the *insurer* and to whom any notification of a claim must be made.

Period of insurance

The period for which *you* have paid or agreed to pay and *we* have agreed to accept a premium. This period will be the same as that of *your* household insurance policy with which this policy was issued.

Territorial limits

- a) Part 5 of 'This policy will cover':
The *United Kingdom*.
- b) Parts 1, 2, 3, 4, and 6 of 'This policy will cover':
 - i. The *United Kingdom* and other European Union member countries except for Estonia, Latvia, and Lithuania.
 - ii. Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the Vatican.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

You/your/policyholder

The person(s) named on the Policy Schedule.

Your home

The property address as covered under *your* household insurance policy and named on the Policy Schedule attached to this policy.

This policy will cover

This insurance is a contract between *you* and the *insurer*. Subject to the terms, conditions, clauses and exclusions of this insurance, the *insurer* will indemnify the *insured persons* against *legal expenses* which may be incurred during the *period of insurance* for which the insurer has accepted *your* premium.

Subject always to the *limit of indemnity*, the *insurer* will pay for *legal expenses* which arise from *legal proceedings* brought by an *insured person* within the jurisdiction of a court or other body in the *United Kingdom* or against an *insured person* within the jurisdiction of a court or other body in the *territorial limits* and in either case falling within the scope of any of Sections 1 to 7 below provided that:

- a) *Your home* is in the *United Kingdom*.
- b) The *date of occurrence* is within the *period of insurance*.
- c) We have given written permission for an appeal or defence of an appeal.
- d) We will cover no more than two claims in any one *period of insurance*, not taking into account any claims(s) rejected by Qdos.
- e) The *insured person* will be responsible for the first £90 of each and every claim.
- f) The amount in dispute is more than £250.
- g) Where the claim relates to a dispute arising from an *insured person's* employment (as provided for under Endorsement L2, if issued with this Policy), all possible routes of dispute settlement including (without limitation) mediation, must have been exhausted by the *Insured Person*.

Section 1. Domestic property protection

Disputes arising out of:

- a) A third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an *insured person's* material property (including *your home* but not any other buildings or land) which causes or could cause physical damage or pecuniary loss
- b) Infringement of *your* legal rights originating from the ownership of *your home*.
- c) A contract in *your* name and relating to *your home* for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the *insured person* has entered into the agreement or alleged agreement after the commencement of the first *period of insurance*.
- d) The landlord's failure to maintain *your home*.

Exclusions to Section 1

The *insurer* will not indemnify the *insured person* in respect of claims:

- a) in respect any buildings or land other than *your home*;
- b) boundary disputes which arise in the first 180 days of this insurance unless the policy has renewed at least once;
- c) claims where any *insured person* is the landlord of the home or is leasing, sub-letting or renting-out all or any part of the premises for any purpose.

Section 2. Professional negligence

Disputes an *insured person* may have with solicitors, accountants and surveyors arising out of:

- a) An agreement entered into by the *insured person* after the inception of the first *period of insurance*.
- b) Actual or alleged negligent advice, error and or omission where the *date of occurrence* is after the inception of the first *period of insurance* or where the starting date (as defined by Section 14A(5) of the Limitation Act 1980 or any amending or superseding legislation) is within the *period of insurance* provided that the relevant facts were not known to *you* and or any other *insured person* at the inception of the first *period of insurance*.

Section 3. Legal defence

The defence of any:

- a) Prosecution of an *insured person* in a criminal court arising out of the sale or supply of privately owned *goods*.
- b) Civil action, arising out of the *insured person's* work as an *employee* (but not as a director), under any legislation relating to racial, sex or disability discrimination, data protection or being a trustee of a pension fund set up for the benefit of the *insured person's* fellow *employees*.

Section 4. HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into an *insured person's* personal tax affairs arising out of the *insured person's* work as an *employee*.

Exclusions to Section 4

The insurer will not indemnify the *insured person* in respect of *legal expenses* incurred in an investigation which is limited to one or more specific aspects of their self-assessment tax return.

This policy will not cover

This policy does not cover any claim:

1. Prospects of success

That does not have reasonable prospects of success.

Reasonable prospects' means a 51% or greater chance that the *insured person* will be successful in their pursuit of *legal proceedings* and that the claim can be pursued in a proportionate manner.

In determining whether a claim can be pursued in a 'proportionate manner' we will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

The factors we will take into account in assessing whether those costs are reasonable include:

- the prospects of success and the likely costs of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of adverse costs that we would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement;
- the circumstances of the insured incident, including the *insured person's* conduct; and
- any other relevant factor.

2. Trade, business or profession

Arising from any trade, business, profession or employment of any *insured person* except as provided for under Section 4B of 'This policy will cover' and Endorsement L2 (if issued with this Policy).

3. Motor vehicles

Relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an *insured person*.

4. Libel or slander

Relating to written or verbal remarks.

5. Deliberate, dishonest, violent or criminal acts

- a) Relating to:
 - a. A cause of action intentionally brought about by an *insured person*.
 - b. An *insured person's* actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.
- b) If it is dishonest or exaggerated in any way, if this happens we will also cancel all cover immediately.

6. Legal expenses not agreed

For *legal expenses* incurred:

- a) Before we agree to pay them on the *insurer's* behalf;
- b) Where *you* and/or an *insured person*:
 - i. Pursue or defend a case without *our* agreement in a different manner to or against the advice of the *appointed representative*;
 - ii. Fail to give proper instructions in due time to *us*, to the *appointed representative* or to counsel or other persons instructed by the *appointed representative*;
- c) Where the *appointed representative* refuses to act on behalf of the *insured person* for any reason other than a conflict of interest when General Condition 5 will apply.
- d) In respect of witnesses, experts or agents interviewed, engaged or called as a witness without *our* prior written approval.
- e) Prior to issue of formal *legal proceedings* which does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.

7. Delay and prejudicial acts

Where an *insured person*, in *our* opinion, acts in a manner which is prejudicial to the case, including being responsible for any delay, withdrawing instructions from the *appointed representative* or withdrawing from the case.

8. Other insurances

For *legal expenses* which can be recovered by an *insured person* under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under the other insurance(s).

9. Fines and penalties

For fines, damages or other penalties which the *insured person* is ordered to pay by a court or other authority.

10. Disagreement

Relating to any dispute *us*, the *insurer* or the *appointed representative*.

11. Date change

For *legal expenses* arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date.

12. War risks

For *legal expenses* arising from any consequence of war, terrorism invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority. For the purpose of this exclusion "terrorism" means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear. In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious, ideological or similar nature.

13. Radioactive contamination

For *legal expenses* arising from any expense *consequential loss*, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from:

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14. Judicial review

For *legal expenses* relating to any judicial review whether within the *territorial limits* or not.

15. Bankruptcy, liquidation or receivership

For *legal expenses* when the *insured person* is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a deed of arrangement or part or all of the insured person's affairs or property are in the care or control of a receiver or an administrator.

16. Intellectual property

Relating to *legal proceedings* involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

17. Medical negligence

Relating to *legal proceedings* arising out of any actual or alleged case of medical negligence committed against any *insured person*.

18. Breakdown of marriage

Relating to any dispute that *you* may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship.

19. Non consent Any claim which is settled or discontinued without *our* written consent.

20. Part 36 disregard Any claim where the *insured person* has disregarded *our* advice to accept a *Part 36 Offer* to settle.

21. Unreasonable behaviour Any costs that the *insured person* is ordered to pay by a court as a result of their unreasonable behaviour (as determined by the courts). Please refer to the General Conditions and Claims Conditions for details of what we expect the *insured person* and their *appointed representative* to do in the event of a claim.

General conditions

1. Your responsibilities

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to *us* is

true and correct. *You* must tell *us* of any changes to the answers *you* have given as soon as possible. Failure to advise *us* of any change to *your* answers may mean that *your* policy is invalid and that it does not operate in the event of a claim.

You must contact *your* insurance broker or agent immediately in the event that there is a change to *your* circumstances, as follows:

- a) *You* change *your* address;
- b) *You* are convicted of a criminal offence or receive a police caution;
- c) *You* have insurance refused, declined, cancelled or terms applied by another insurance provider

All *insured persons* must

- a) Observe and comply with the terms and conditions and exclusions of this policy.
- b) Try to prevent any incident that may give rise to a claim.
- c) Try to minimise the amount payable under this insurance (for example: by co-operating with *us* and the *appointed representative* and promptly providing *us* with any information that *we* or the *appointed representative* request)
- d) Try to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

2. Fraudulent claims or statements

If *you* make any request for payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false, this policy shall become void and any premiums paid hereunder shall be forfeited and *we* shall be entitled to recover any monies previously paid. *We* may also share this information with the appropriate law enforcement authorities.

3. Reporting and acceptance of a claim

You must notify *your* claim within 90 days of the *date of occurrence* and provide any written or other evidence *we* request. *You* will be required to provide the names of any possible witnesses and details, produced at *your* own expense, of any costs incurred prior to *us* accepting the claim, including any action already taken.

4. Acceptance of a claim and right to refuse indemnity

The *insurer* or *us* on their behalf are entitled to refuse to accept a claim, or to continue to indemnify an *insured person* where:

- a) In our or their opinion:
 - i. the *policyholder* and or any other *insured person* has failed to adhere to the terms and conditions of this policy;
 - ii. the *policyholder* and or the *insured person* has failed to provide *us* or the *appointed representative* with any relevant information and or supporting evidence.
- b) In *our* opinion or that of the *appointed representative*, the *legal proceedings* no longer have reasonable prospects of success, or where applicable, that there are reasonable prospects of recovery from the other party.

We may, at any time, require *you* to obtain at *your* own expense an opinion from counsel as to the merits of *legal proceedings*. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable prospects of success for the outcome of the *legal proceedings*.

If the *insurer* or *us* on their behalf refuse to accept a claim or to continue to indemnify an *insured person*, *we* will give the reason(s) in writing to *you* and the *insured person*.

In all cases, the onus shall be on *you* to demonstrate to the *appointed representative*, or to *our* own advisors or counsel (as appropriate) that such reasonable prospects as referred to above exist. *Your* cost of investigation and other expenses relating to *your* seeking to prove that such reasonable prospects do exist are not covered under this insurance.

5. Legal representation

- a) Before *we* accept a claim, *we* will tell *you* the name and address of our nominated *appointed representative*. That person will not become the *appointed representative* until *we* confirm in writing that they have accepted the claim.

- b) If we agree to the commencement of *legal proceedings* then an *insured person* has the right to nominate an *appointed representative*. This must be done by sending *us* the name and address prior to the commencement of any *legal proceedings*.
- c) When an *appointed representative* is appointed we will send them a copy of their terms of appointment which must be accepted by the *appointed representative* before they may commence any work for *you*.
- d) If we and an *insured person* do not agree about the choice of the *appointed representative*, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- e) The *insured person* shall always have regard to General Condition 1 both in relation to the nomination of an *appointed representative* and in relation to the conduct of the *legal proceedings*.
- f) This General Condition 5 also applies where a conflict of interest arises during *legal proceedings* or arises from the handling of a claim and the appointment of a replacement *appointed representative* is required.

6. Control of the claim

- a) All information, evidence and documents relating to the *legal proceedings* must be provided, at the *insured person's* own expense, to the *appointed representative* when requested and the *insured person* must meet with the *appointed representative* when requested.
- b) The *insured person* must keep the *appointed representative* regularly informed of all developments and co-operate fully in all respects.
- c) We must have direct access to the *appointed representative* at all times.
- d) The *insured person* must give the *appointed representative* any instructions asked for by *us* including for the supply of any documents or other information required by *us*.
- e) We are entitled to require *you* and/or the *insured person* to immediately produce to *us* all information, evidence, legal advice and documents relating to the *legal proceedings* in the possession or custody of *you*, the *insured person* or the *appointed representative*.
- f) *You* or the *insured person*, directly or via the *appointed representative*, must inform *us* immediately in writing if anyone makes an offer to settle the *legal proceedings* and no such offer should be accepted or rejected without *our* prior written consent.

7. Payment under this insurance

- a) If any offer to settle the *legal proceedings* which equals or exceeds the total damages (including any interest) eventually recovered by the *insured person* in the *legal proceedings* is not accepted by the *insured person*, the *insurer* will have no liability in respect of *legal expenses* incurred after such refusal unless we have given *our* written agreement to the continuation of the *legal proceedings*.
- b) When requested by *us* the *insured person* must instruct the *appointed representative* to have the *legal expenses* made subject to detailed assessment or audit by the relevant court.
- c) All accounts, orders or awards of a court for *legal expenses* to be paid under this insurance must be submitted to *us* promptly.
- d) Following receipt of the relevant accounts, orders or awards of a court for *legal expenses* to be paid under this insurance, payment will be made direct to the *appointed representative*, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court.
- e) If the *insured person* withdraws from the *legal proceedings* without *our* agreement, cover will cease immediately and we will be entitled to be reimbursed for any *legal expenses* previously agreed or paid to or on behalf of the *insured person* in respect of such *legal proceedings*.

8. Recoveries

The *insurer* or *us* on their behalf reserve the right to take proceedings in *your* name, at their own expense and for their own benefit, to recover any payment we have made under this insurance to anyone else. If *you* or an *insured person* recover *legal expenses* previously paid under this insurance from any other party, such *legal expenses* must be immediately repaid to *us*.

9. Arbitration

Any dispute or difference of any kind between the *insurer*, *us* and an *insured person* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The

arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

10. Assignment

This insurance is between and binding upon *you and the insurer* and their respective successors in title, but this insurance may not otherwise be assigned by *you* without the *insurer's* prior written consent

11. Waiver

If *we*, the *insurer* or any *insured person* fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

12. Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

13. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

14. Cancellation rights

If *You* decide that for any reason that this policy does not meet *Your* insurance needs, then please return it to the insurance broker or agent who provided this policy to *You* within 14 days from the day of purchase or on the day you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, *We* will then refund *Your* premium in full. If *You* wish to cancel your policy after 14 days *You* will not be entitled to a refund.

The *Insurer* shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

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

Complaints

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a claim *You* should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050

Email: feedback@qdosunderwriting.com

If *Your* complaint in either case cannot be resolved by the end of the next working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Ageas Insurance Limited at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Email: customerrelations@ukgeneral.co.uk.

If it is not possible to reach an agreement, *you* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *you* are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (free from landlines) or 0300 123 9123

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

The above complaints procedure is in addition to *your* statutory rights as a consumer. For further information about *your* statutory rights contact *your* local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. *You* can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area

Endorsements

The following clauses apply if they are mentioned in the **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** policy **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 Sections one and 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 (k) of the Personal Possessions section).

8: Index-linking clause

The sums insured in Section one (Buildings) and Section two (Contents) 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)

Section two (Contents) The Consumer Durables Section of the General Index of Retail prices or a similar index by **us**.

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 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:

This insurance does not cover theft of Jewellery and watches from the **home** unless such items are kept in a locked safe 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 Buildings and Contents Sections 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.

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: 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.

29: 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.

L2: Legal Expenses cover:

Limit of Indemnity

The amount payable under the Limit of Indemnity is increased to £50,000.

Cover is extended to include the following:

Section 1. Consumer contract disputes

Disputes arising out of a contract for the purchase or hire of goods or services for private use or the sale or supply of privately owned goods provided that the *insured person* has entered into the agreement or alleged agreement after the commencement of the first *period of insurance*.

Section 3. Employment disputes

Disputes arising from or relating to an *insured person's* contract of employment as an *employee* excluding directors' service contracts, subject to an excess of £300.

Exclusions to Section 3

The insured person will not be indemnified for any employment tribunal fees that must be paid to an Employment Tribunal in order to bring a claim against their employer.

Section 7. Attendance expenses

The actual loss of the salary or wages of an *insured person* for the time off work to attend any court or tribunal hearing at the request of the *appointed representative* or as a defendant of an admitted claim under this insurance provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.



Paragon Household Ltd

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

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