

# Metropolitan

Home and Contents Insurance



Paragon

## Policy Booklet

## Metropolitan Policy Wording

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## INTRODUCTION

Paragon Car Ltd is committed to treating customers fairly and providing a first-class customer service. Subsequently, we therefore expect the same high standards from all brokers 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.

Signed for and on behalf of Paragon Car Ltd



**Paul Barnard**

Managing Director

## COMPANY AND REGULATORY INFORMATION

Paragon is the trading name of Paragon Car Ltd registered in England (no. 04133312) with registered address at 131 Hayes Lane, Hayes, Bromley, Kent, England, BR2 9EJ. Paragon is authorised by and regulated by the Financial Conduct Authority under registration number 312028.

Paragon has arranged this policy with the **insurers** listed in the **schedule**. Details about the extent of their authorisation and regulation by the Financial Conduct Authority are provided in the **schedule** and are available from them on request.

## THE FINANCIAL SERVICES COMPENSATION SCHEME

In the unlikely event that the **insurers** and their duly authorised agents cannot meet their liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

The Financial Services Compensation Scheme provides security for 90% of any liability subject to no upper limit for this kind of insurance policy.

Further information about this scheme is available from the FSCS and can be obtained by visiting the website [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS:

Post: **Financial Services Compensation Scheme, 15 St Botolph Street, London EC3A 7QU**

Telephone: **0800 678 1100**

Email: **enquiries@fscs.org**

## USEFUL CONTACTS

Most claims, information and assistance services are available 24 hours a day, 7 days a week. If **you** have **your** policy number handy it helps **us** locate **your** records so that **your** call can be dealt with as quickly and efficiently as possible.

## FOR POLICY ADMINISTRATION

If **you** want to make any changes to **your** policy or discuss the protection or limitations on the policy, please contact your **broker**.

## TO MAKE A CLAIM

In order that **we** can respond to **your** claim as quickly as possible, please have **your** policy number to hand. If **you** are unsure of the process to make a claim, please read 'How to Make a Claim' on page 12.

## FOR PERSONAL POSSESSIONS, GENERAL CONTENTS, BUILDINGS AND LIABILITY (SECTIONS 1-4)

Contact the Vigilis Services Limited claims team:

Telephone **0333 234 1738**

Email **claims@vigilis.co.uk**

### FOR LIFESTYLE AND LEGAL EXPENSES (SECTION 5)

Contact the ARAG plc Lifestyle and Legal Expenses team:

Telephone **0117 917 1698**

### FOR HOME EMERGENCY (SECTION 6)

Contact the ARAG plc Home Emergency team:

Telephone **0330 303 1548**

### FOR KEY COVER (SECTION 7)

Contact the Complectus Limited team:

Telephone **0345 607 5329**

## HELPLINE SERVICES

All helplines are provided by ARAG plc and subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

## LEGAL AND TAX ADVICE

If **you** have a legal or tax problem **we** recommend that **you** call **our** confidential legal and tax advice helpline on:

Telephone **0344 571 7976**

The helpline is available:

- 24 hours a day, 7 days a week for legal advice
- between 9am and 5pm on weekdays (except bank holidays) for tax advice

The advice covers personal legal matters within **EU** law or personal tax matters within the **UK**.

**Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax related matters. Use of this service does not constitute reporting of a claim.

## IDENTITY THEFT ADVICE AND RESOLUTION SERVICE

This helpline provides advice to help **you** keep **your** identity secure. If **you** suspect **you** are a victim of identity theft, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties.

Telephone **0333 000 2083**

The helpline is available 8am to 8pm seven days a week.

Use of this service does not constitute reporting of a claim.

## CONSUMER LEGAL SERVICES

Register today at:

**www.araglegal.co.uk** and enter the voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters.

## OUR AGREEMENT

**Your** Metropolitan home policy is made up of several documents (listed below) which form the contract between **you** and **us**. **You** should take the time to read and understand these component parts which detail **our** promise to **you** and **your** obligations to **us**. If there is anything within these documents that **you** do not understand or are unhappy with, please contact your broker directly. These documents are:

- the **statement of facts** and/or the **proposal form**
- the policy
- the **schedule**

In addition, there may be further documents as follows:

- **endorsements**
- specification of Items/Property Insured

These documents are important and should be kept in a safe place.

## STATEMENT OF FACTS/PROPOSAL FORM

These record the statements that **you** made when applying for this insurance, in the case of the **statement of facts** it is a record of information **you** have entered into a computer system or have advised over the course of a telephone conversation or other media. Additionally, **you** may have been asked to complete a **proposal form**, which asks **you** certain specific questions to which **you** have provided answers.

**We** have used this information that **you** have provided to determine the terms and premium calculation upon which **we** are prepared to provide **your** insurance policy. As such it is essential that **you** check **your** policy documents very carefully to ascertain that the cover given meets **your** requirements and ensure that all the statements are correct and up to date to the best of **your** knowledge.

**You** should also tell **us** about any other information that may affect **our** decision to provide insurance or the premium and terms. If **you** are in any doubt as to whether something needs to be declared to **us** **we** recommend that **you** contact **us** directly.

In the worst circumstances failure to provide correct details may mean that **we** can refuse to pay a claim either in whole or in part or **we** can treat this insurance as though it had never existed, and **you** would have not been covered by **us**.

If things have changed in the time since **we** provided **your** quotation, **you** must tell **us** about any change in circumstance occurring before or during the **period of insurance** and which may affect this insurance. **We** may then amend the premium charged and the terms of this policy to reflect the change in risk.

## THE POLICY

This is a standard contract form which details the cover provided, exclusions to the cover, conditions **you** must comply with in addition to other formal information such as what **you** need to do if **you** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **schedule** will show which Sections are operative and which are not.

## THE SCHEDULE

This document details which Sections of the policy are applicable and the identity of the **insurers**, the sums insured and limits that apply to each Section. The **insurer's** liability is several and each **insurer** is liable only for the insurance cover provided in respect of that Section indicated under the **schedule**. The **schedule** also details the location(s) that are being **insured** by the policy and the **excesses** that apply to a claim. The **schedule** will show if there are any additional **endorsements** that apply or if there is a specification attaching to the policy.

The **schedule** is unique to **you** and reflects the limits and cover that **you** have purchased under the terms of this policy. It is important that **you** check that the details shown on **your** insurance **schedule** are correct and that **you** regularly review the insurance cover required as **your** insurance needs change.

## ENDORSEMENTS

**Endorsement** numbers are shown on your **schedule** and relate to the wording shown within the policy. These attachments alter the terms of **your** policy. **You** should consider any **endorsement** to be part of the insurance **schedule** and treat it in the same way.

## SPECIFICATION OF ITEMS/PROPERTY INSURED

A specification may be attached to the **schedule** to list specific items that are being insured under a Section of the policy to provide more detail. Any such specification is deemed to be part of the insurance **schedule**.

**Please take time to read all these documents to make sure that the cover provided meets your needs and that you understand the terms, exclusions and conditions. If there is anything you do not understand, or you need to change, please contact us.**



# CANCELLATION

## CANCELLATION BY YOU

**You** may cancel **your** policy at any time by contacting **us**.

**You** have a legal right to cancel **your** policy within 14 days from the date of purchase or renewal or from the date which **you** receive **your** policy documentation, whichever is the later. This provision is known as **your** 'cooling off rights'. To effect cancellation of your policy, you should contact the firm that arranged your insurance with us.

Cancellation charges apply, and you may not be entitled to a full refund of **your** policy premium.

Cancellation period	Charge or refund amount
Within 14 days of set up	We will refund your full premium, less Paragon Car Limited's administration charge for cancellation of £30 plus IPT
After 14 days and before renewal	You will receive a pro rata refund of your premium, less Paragon Car Limited's administration charge for cancellation of £30 plus IPT

If **you** choose to cancel **your** policy and **you** have made a claim or an event that may lead to a claim has occurred during the **period of insurance**, the full annual premium will be due to **us**.

## CANCELLATION BY US

**We** have the right to cancel **your** policy at any time if there is a valid reason. **We** may cancel this policy by sending **you** 14 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any premium **you** have paid for any **period of insurance** left. **We** will not return any premium if the amount is less than £25.

Valid reasons may include but are not limited to:

- **you** failing to co-operate with **us** or send **us** information or documentation as required by the terms of **your** policy where this significantly affects **our** ability to process **your** claim or deal with **your** policy;
- changes to **your** circumstances that mean **you** no longer meet **our** criteria for providing cover under the policy;
- **you** use threatening or abusive behaviour or language with **our** staff or suppliers.

# HOW WE USE YOUR DATA

## DATA PROTECTION

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

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

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

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

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

Paragon Car Ltd  
London House  
Thames Road  
Crayford  
Kent  
DA1 4SL  
Email: [info@paragon-uk.net](mailto:info@paragon-uk.net)

## INSURANCE UNDERWRITING AND ADMINISTRATION

The information that **you** provide to **us** may be used for purposes of insurance underwriting and administration or claims processing and payment by **us**, **our** associated companies, service providers, agents, and by reinsurers.

From time to time this information may be disclosed to regulatory bodies for the purposes of monitoring and enforcing **our** compliance with the relevant regulatory code or rules. **Your** information may also be used for the purposes of calculating renewal terms as well as crime prevention, statistical analysis and research and development.

This information may be transferred outside of the European Economic Area for any of these purposes and for system administration. Should this happen **we** will ensure that anyone receiving **your** information agrees to handle this information to the same standard and level of protection as if **we** were dealing with it.

If **you** pass **us** any information relating to any other person, **you** confirm that they have given **you** permission to provide it to **us** and that they give permission for **us** to process their **personal data** and that **you** have explained to them who **we** are and what **we** will use their data for.

## CLAIMS HANDLING

In assessing any claim, **we**, or **our** agents will likely consult any publicly held information which may include but will not be limited to: electoral roll, bankruptcy or insolvency records, county court judgments, repossessions and such like. This information may also be shared with other **insurers** and **our** agents and suppliers. Please check our privacy policy at <http://www.paragon-uk.net/Privacy%20Policy.html> which can be found at [www.paragon-uk.net](http://www.paragon-uk.net) for details of these third parties.

## CREDIT SEARCHES OR THIRD-PARTY INFORMATION SOURCES

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

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

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

## YOUR RIGHTS

Unless subject to an exemption under the **Data Protection Regulations**, **you** have the following rights with respect to **your personal data**:

**You** have the right of access to **your personal data we** hold and to any correction of this if it is found to be inaccurate or out of date. In the event of any dispute regarding rectification of your **personal data**, **you** may request a restriction to be placed on further processing. **We** will only keep **your personal data** for as long as is necessary to provide **you** with the services and products to meet **our** legal obligations.

**You** may request **us** to transmit **your personal data** directly to another **data controller**.

**You** have the right to request erasure of **your personal data**, although **we** may refuse to comply with **your** request where **your personal data** is processed on a lawful basis.

**You** have the right to lodge a complaint to the regulatory authority if **you** feel **we** have not lawfully processed **your personal data** or suitably responded to your requests or rectified **your personal data** in the time permitted.

## FRAUD PROTECTION

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

- Share information with other organisations or public bodies (such as the Police) about **you**.
- Undertake credit searches or additional fraud searches.

Check and file **your** details with fraud prevention agencies or registers of claims that are shared with **insurers**. If **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

## FINANCIAL SANCTIONS

**We** are not able to provide any insurance cover or make any payments or other policy benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the **European Union**, **United Kingdom** or United States of America.

If any such prohibition or restriction takes effect during the **period of insurance**, **we** may cancel **your** policy immediately by giving **you** written notice to **your** last known address.

# HOW TO MAKE A CLAIM

## PERSONAL POSSESSIONS, GENERAL CONTENTS, BUILDINGS AND LIABILITY SECTIONS 1 TO 4

Should **you** need to submit a claim for **damage** to **your personal possessions, general contents** or **buildings**, or notify **us** of an incident that may lead to a Liability claim please contact **us** as soon as possible:

Telephone **0333 234 1738**

Email **claims@Vigilis.co.uk**

**Our** specialist claims unit is available 24 hours a day, 7 days a week, in addition to formally recording and acknowledging the details of **your** claim **we** will be able to provide advice and immediate assistance where needed. To ensure the quality of the service **we** provide **we** may record or monitor **your** phone call.

As soon as **we** are aware of **your** claim and can confirm that the incident is covered by the policy **we** will do everything possible to make sure that the matter is dealt with quickly, professionally and with care and understanding.

**We** will advise **you** as to how **your** claim will be dealt with and any **excess** that **you** must pay. In certain circumstances **we** may need to appoint a loss adjuster to help **you** and **us** manage the claim and ensure the settlement of bills from suppliers and contractors.

Apart from the **excess**, **you** will not need to worry about payment of any bills associated with **your** claim where costs are covered by the policy.

## LIFESTYLE AND LEGAL EXPENSES INSURANCE SECTION 5

If **you** need to make a claim, **you** must notify ARAG plc as soon as possible.

- Under no circumstances should **you** instruct **your** own solicitor or accountant as the **insurer** will not pay any costs incurred without ARAG's agreement.
- **You** can download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or **you** can request one by telephoning **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
- **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. ARAG will send **you** a written acknowledgment by the end of the next working day after the claim is received.
- Within five working days of receiving all the information needed to assess the availability of cover under the policy, ARAG plc will write to **you** either:
  - confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** claim; or

- if the claim is not covered, explaining in full the reason why and advising whether they can assist in another way.
- When an advisor is appointed ARAG plc will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## HOME EMERGENCY SECTION 6

In the event of a home emergency:

- Please telephone **0330 303 1548** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **your** name, address, postcode, and the nature of the problem
- ARAG plc will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the incident relates to an emergency covered under this Section, ARAG plc will instruct a member of the emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service
- If **you** are claiming for alternative accommodation costs **you** must obtain authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to ARAG to be reimbursed
- It is important **you** notify any claim as soon as possible and do not call out **your** own contractors as ARAG plc will not pay their costs and it could stop **your** claim being covered
- **You** must report any major emergency which could result in severe **damage** to the **home** or **injury**, to the emergency services or the company that supplies the service
- **Your** call may be recorded for training and security purposes and will be answered as soon as possible

## KEY COVER SECTION 7

If **you** need to make a claim for a key loss or report an incident that may give rise to a claim:

- Please call us on **0345 607 5329** as soon as possible.

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

# CUSTOMER CARE AND MAKING A COMPLAINT

**We** sincerely hope that **you** will be very happy with **your** Metropolitan Home policy, but **we** do recognise that on rare occasions mistakes can happen and things can go wrong.

Should **you** not be satisfied with **your** Metropolitan Home policy or the service **you** have received please let **us** know about it as soon as possible so that **we** can put things right and make sure it does not happen again.

If **you** are dissatisfied with the cover or serviced provided, please follow the complaints procedure below:

## FOR: SECTION 1 (PERSONAL POSSESSIONS), SECTION 2 (GENERAL CONTENTS), SECTION 3 (BUILDINGS) and SECTION 4 (LIABILITY)

1. Vigilis Services Limited is authorised to administer these products on behalf of the **insurer**, QIC Europe Limited. **You** can contact Vigilis Services Limited by:

Telephone: **0333 234 1737**

Email: **complaints@vigilis.co.uk**

Post: **Vigilis Insurance, 20 St. Dunstan's Hill, London, EC3R 8HL**

2. When making a complaint do it **yourself** rather than use a claims handler, if possible. This is the official advice from the FCA. Often claims handlers will charge **you** an upfront fee and this is unfair on **you**.
3. **We** will try to resolve **your** dissatisfaction as quickly as possible. **We** will respond to **your** complaint in writing by no later than eight weeks from when **we** receive **your** initial complaint. This is the official length of time to respond but **we** will obviously aim to respond a lot quicker.

## FOR: SECTION 5 (LIFESTYLE AND LEGAL EXPENSES) OR SECTION 6 (HOME EMERGENCY):

1. ARAG plc is authorised to administer these products on behalf of the insurer Amtrust Europe Limited. **You** can contact ARAG plc by:

Telephone: **0117 917 1561**

Email: **customerrelations@ARAG.co.uk**

Post: **ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN**

2. If **you** are not happy with the service provided under Section 6 (Home Emergency), please contact ARAG using the number **you** rang to report **your** claim. If during those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to ARAG's Customer Relations Department, where it will be reviewed at the appropriate level. ARAG will also contact **you** to let you know that they are reviewing **your** complaint.
3. Alternatively, **you** can contact the ARAG Customer Relations Department directly at the Head Office address above.

## FOR: SECTION 7 (KEY COVER)

1. Complectus Limited is authorised to administer this cover on behalf of the **insurer**, Inter Partner Assistance AS. You can contact Complectus Limited by:

Telephone: **01737 815 215**

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

Post: **The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK RH1 1PR**

**We** try to resolve all complaints internally. However, if **you** remain unhappy with **our** response to **your** complaint, or if **we** have not resolved it eight weeks after **you** first told **us** about it, **you** have the right to refer **your** complaint to the Financial Ombudsman Service (FOS). If **you** want the FOS to consider **your** complaint, **you** must refer it to them within six months of the date of **our** final response to **you**. **You** can contact them at:

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: **08000 234 567** (Free for people phoning from a “fixed line” (for example, a landline at home).

**0300 123 9 123** (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

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

Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The FOS’s decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

If **you** do not want to accept a decision by the Financial Ombudsman Service and **you** have not used an independent complaints scheme, as a last resort **you** may be able to take **your** case to court.

If **you** were sold this product online or by other electronic means and within the European Union (EU) **you** may refer **your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **you** can access the ODR platform on <http://ec.europa.eu/odr>.



## DEFINITIONS

From time to time **we** may use words that may have one or more meaning, or a special meaning for the purposes of **your** insurance policy. **We** set out how these words and phrases should be interpreted. Each time **we** use one of the words or phrases listed below it will be shown in bold type and it will have the same meaning wherever it appears in **your** policy unless **we** state otherwise. Please note that Section 5 – Lifestyle and Legal Expenses, Section 6 – Home Emergency and Section 7 – Key Cover include separate definitions.

## ACCIDENTAL DAMAGE

The sudden and unintentional physical **damage** which has not been caused on purpose

## BROKER

The person or persons who place this insurance on **your** behalf.

## BUILDINGS

All permanent structures within the grounds of **your home** used for domestic purposes including:

- fixtures and fittings and decorative finishes
- **tenant's improvements**
- fitted bathrooms and suites, fitted kitchens and flooring
- fixed central heating systems and domestic tanks
- solar heating panels and wind turbines
- underground services, cables, utilities, drains, pipes, cesspits, septic tanks, inspection hatches and covers
- stair and passenger lifts
- permanent swimming pools, hot tubs and hard tennis courts
- television, satellite and radio receiving aerials, dishes including their fittings and masts fixed to **your home**
- terraces, patios, ornamental man-made ponds, fountains, driveways and footpaths
- boundary and garden walls

which belong to **you** or for which **you** are legally responsible and are situated at the address shown in the **schedule**.

## BUILDINGS DOES NOT INCLUDE:

- any structure or part of a structure used for any **business** activity carried out by **you** or on **your** behalf
- any plant or tree, other than hedges
- land or water
- fences, railings, gates and posts

## BUSINESS

Any full or part-time employment, trade, occupation, profession or farm operation.

## BUSINESS EQUIPMENT

Furniture and equipment used in connection with a **business** conducted from the **home**.

## GENERAL CONTENTS

Household goods, **business equipment**, **personal belongings** and **tenant's improvements** which **you** own or for which **you** are legally responsible including:

- the **personal belongings** of permanent members of **your** household whilst living away from **home** attending university, college or boarding school or whilst on a work placement as part of their course or studies.
- the **personal belongings** of **dependent relatives** who are resident in a nursing home or residential care home.
- fixtures and fittings and interior decorations for which **you** are legally responsible as occupier and not as owner and are situated at an address shown in the **schedule**.
- all equipment **you** own or for which **you** are legally responsible and use in connection with a registered disability including any fixtures and fittings installed and not covered by **your buildings** policy.

### GENERAL CONTENTS DO NOT INCLUDE:

- **personal possessions**
- motorised vehicles and watercraft other than:
  - motorised domestic gardening equipment
  - golf carts, models and toys
  - vehicles designed to assist disabled persons which are not registered for road use
  - motorcycles with any engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the **home**
  - rowing boats, dinghies, surfboards, sailboards, windsurfers and jet skis
- caravans and trailers other than trailers and non-motorised horse boxes up to 15 feet in length
- aircraft and hovercraft
- **credit cards**, lottery and raffle tickets
- electronic data
- animals
- land or water.

## CREDIT CARDS

Credit, debit, charge, bank, building society or cash point cards.

## DAMAGE

Loss, destruction or **damage** to physical property caused by an **Insured Cause** or **Accidental Damage** if shown on your Policy Schedule

## DATA PROTECTION REGULATIONS

The Data Protection Act 2018, the Data Protection Directive (95/46/EC), the General Data Protection Regulation (2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction. The terms **data controller**, **data processor**, **data subject**, **personal data**, **processing** and **sensitive data** shall have the meanings given to them in the **Data Protection Regulations**.

## DEPENDENT RELATIVE

**Your** parents, grandparents, step parents, step grandparents and adoptive parents and their spouse or domestic partner.

## ENDORSEMENT

A change to the terms of the policy. If any apply they will be stated in **your schedule**.

## EUROPEAN UNION, EU

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and **United Kingdom**.

## EXCESS

The first part of an agreed claim for which **you** are responsible. The amount of the **excess** is shown in the **schedule**.

## HOME

The **buildings** and land described in the title deeds of **your** private residence(s) including any garages, outbuildings and greenhouses used for domestic purposes at the address shown in the **schedule**.

## INJURY

Bodily Injury, death, illness, disease, mental injury anguish or nervous shock.

## INSURED CAUSE

- Fire, smoke, explosion, lightning or earthquake
- Storm
- Flood
- Escape of Water due to the sudden and unexpected leaking of water from any domestic appliance or any fixed water, drainage or heating installation
- Escape of Oil leaking from or freezing in a fixed oil-fired heating installation, including smoke damage by vapourisation due to a defective oil-fired heating installation and damage to soil caused by leaking oil
- Theft or attempted theft
- Malicious acts or vandalism
- Riot, civil commotion, strikes, labour and political disturbances
- Subsidence or ground heave of the site on which the **building** stands or landslip
- Collision by road vehicles, aircraft, aerial devices, or rail vehicles (or anything dropped from them) or animals
- Fallen trees or branches
- Breakage or collapse of radio or television aerials, satellite dishes, lamp posts, telegraph poles, electricity pylons or overhead cables

## INSURERS, INSURED, YOU, YOUR, YOURSELF

The company, trust or person(s) named in the **schedule** as the **insured** and all permanent members of the household including domestic staff who live in the **home**.

## INSURER, OUR, US, WE

The **insurer** named in the **schedule** on whose behalf this insurance document is issued.

## MONEY

Current cash, bank or currency notes, cheques, premium bonds, bank drafts, postal or money orders, current postage stamps, national savings stamps and certificates, traveller's cheques, travel and other tickets with a fixed monetary value, phone cards, gift vouchers and share certificates but excluding any digital or virtual currency.

## PERIOD OF INSURANCE

The period beginning with the effective date shown in the **schedule** and ending with the expiry date and any other period for which the policy is renewed.

## PERMANENTLY PHYSICALLY DISABLED

- The loss of use of a complete arm, hand, foot, or leg or
- The permanent and complete loss of vision in at least one eye.

## PERSONAL BELONGINGS

The following property solely used for domestic purposes all belonging to **you** or for which **you** are legally responsible:

- clothing including clothing used for motor cycling
- spectacles and hearing aids
- baggage and other items normally carried about the person
- photographic and mobile communication equipment
- electronic equipment
- sports equipment, musical instruments, pedal cycles and electric bikes

## PERSONAL POSSESSIONS

Includes valuables and **personal belongings** in addition to the theft or accidental loss of **money** up to £500.

## SCHEDULE

The most recent version of the document showing **your** name and address, the location of the **home insured** under this policy, the sums insured, and any specific terms that apply to **your** policy.

## TENANT'S IMPROVEMENTS

Improvements, alterations and decorations which have been made to the **home** by **you** or a previous occupier and which belong to **you** or for which **you** are legally responsible.

## UNFURNISHED

Insufficiently furnished for normal living purposes.

## UNITED KINGDOM, UK

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

## UNOCCUPIED

Not having been lived in by **you** or anyone with **your** permission for 30 days in a row.

## PROPOSAL FORM / STATEMENT OF FACT

The information provided by **you** on which this policy is based and which along with the policy and **your** agreement to pay the premium from the contract between **you** and **us**.

## VALUABLES

Valuables are: 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.

## VIRUS

Any malicious software code including but not limited to any logic bomb, Trojan horse or worm that has been introduced by any third parties or by any employees and that is designed to **damage**, destroy, corrupt, overload, circumvent or impair the functionality of computer systems.

# GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **policy** wording document and to all Sections of **your** insurance **policy** unless they have been removed or amended by a condition in a specific Section or by an **endorsement**. If **you** are in any doubt as to the meaning or context of these exclusions please contact your broker.

## WE DO NOT COVER:

### COMPUTER ERROR

Any **damage** to or distortion of information resulting from an error in computer programming or instruction to a computer, but **we** do cover any resultant **damage** unless another exclusion applies.

### CONFISCATION

Any **damage** or liability caused by or resulting from **your** property being permanently confiscated, taken, damaged or destroyed by customs or other officials.

### DEFECTIVE DESIGN OR WORKMANSHIP

Any **damage** caused by, or resulting from defective maintenance or materials, design or workmanship. However, **we** do cover any resultant **damage** unless another exclusion applies.

### DELIBERATE OR CRIMINAL ACTS

Any **damage** or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.

### ELECTRICAL OR MECHANICAL BREAKDOWN

Any **damage** caused by a mechanical or electrical fault, breakdown or failure. However, **we** do cover any resultant **damage** unless another exclusion applies.

### GRADUAL PHYSICAL LOSS OR DAMAGE

Any **damage** caused by:

- wear, tear or depreciation
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- other gradual deterioration.

### POLLUTION OR CONTAMINATION

**Damage** or liability arising from pollution or contamination unless caused by:

- sudden, unforeseen and identifiable accident
- leakage of oil from a domestic oil installation at the **home**.

## RADIOACTIVE CONTAMINATION

Any loss of or **damage** to property or any legal liability caused directly or indirectly by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or part of it.

## SONIC BANGS

Any loss of or **damage** to property caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

## TERRORISM

Harm or **damage** to life or property (or the threat of such harm or **damage**) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from, or in connection with terrorism, regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to:

- the use or threat of force and/or violence and/or
- harm or **damage** to life or to property (or the threat of such harm or **damage**) including, but not limited to, harm or **damage** by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or groups of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

## WAR

Any **damage** that is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

# GENERAL CONDITIONS

The following conditions apply to the whole of this policy wording document and to all Sections of **your** insurance policy unless they have been removed or amended by a condition in a specific Section or by an **endorsement**. If **you** are in any doubt as to the meaning or context of these conditions, please contact your broker.

## ABANDONING PROPERTY

**You** cannot abandon the property to **us** or a third party without **our** prior written consent.

## ASSIGNMENT

Nobody covered by this insurance policy may assign any right or interest in this policy to anybody else without **our** prior written consent.

## BUILDING WORKS AND REFURBISHMENT

**You** must provide **us** with full details of any building work or heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is more than £25,000 before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your** policy.

## CLAIMS

The following claims conditions apply to the whole of this policy except Section 5 – Lifestyle and Legal Expenses, Section 6 – Home emergency and Section 7 Key Cover. Please refer to ‘How to Make a Claim’ for details of what to do when **you** have a claim under those Sections.

**We** may take over and deal with, in **your** name, the investigation, defence or settlement of any claim.

## YOUR DUTIES AFTER A LOSS

### Notification

If the **damage** has been caused by theft, attempted theft, accidental loss, malicious **damage** or vandalism **you** must notify the Police immediately and obtain a crime reference number.

**You** must notify **us**, as soon as **you** are aware of any **damage** from any cause.

### Protection of property

**You** must take any necessary steps to prevent further **damage** including making emergency repairs and taking steps to recover any lost or stolen property. If **you** would like assistance, please call **our** 24-hour emergency helpline on **0333 234 1738**. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

**We** will pay reasonable and necessary costs incurred in avoiding or mitigating a claim with **our** prior consent provided **you** keep an accurate record of the costs.



### Prepare an inventory and proof of loss

**You** will prepare an inventory of damaged, lost or stolen personal property. The inventory should describe the property in full, as well as showing the amount insured under **your** policy and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory. **You** must provide **us** with any property, records, documents information or evidence **we** request at **your** own expense.

### Injury to someone or damage to their property

If someone is holding **you** responsible for **injury** or **damage**, **you** must immediately send to **us** or **your** insurance agent every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment or incur any expense without **our** prior written permission, otherwise **we** may not have to pay all or part of **your** claim.

### Recovering a loss payment

**We** may pursue, in **your** name but at **our** expense, recovery of sums **we** may become liable to pay under this policy. **You** must give **us** all the assistance **we** may reasonably require to do this.

### FRAUD

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

### INDEXATION

**We** will adjust the sum insured for **buildings** and **general contents** each month according to an appropriate index without any adjustment to the premium during the **period of insurance**. **You** should check **your** sums insured when **you** renew **your** policy, to make sure that they reflect the full value of the **buildings** and **general contents**.

### INFORMATION

In deciding to accept this insurance and in setting the terms and premium **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

**You** must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **us**.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example, **we** may cancel **your** policy in accordance with the cancellation condition, amend terms of **your** policy or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim, **you** make or could result in **your** insurance being invalid.

## LAW APPLICABLE TO THE CONTRACT

The law applicable to this contract is that of England and Wales unless

- **we** agree otherwise, or
- at the effective date of the policy **you** are a resident of (or in the case of a **business**, the registered office or principal place of business) is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## MISREPRESENTATION

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may treat this insurance as if it never existed, decline all claims and retain any premium paid.

If **we** establish that **you** were careless in providing **us** with **information we** have relied on in accepting this insurance and setting its terms and premium, **we** may:

- treat this insurance as if it never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** have provided **you** with insurance cover **we** would not otherwise have offered;
- amend the terms of **your** insurance to those which **we** would have offered. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion that the premium that **you** have paid bears to the higher premium **we** would have charged **you**;
- cancel **your** policy in accordance with the cancellation condition.

## OTHER INSURANCE

If, at the time of a loss covered by this policy, there is any other insurance covering the same **damage**, accident, liability, or any part of it, **we** will only pay **our** rateable proportion of the loss that the limit of liability under this policy bears to the total amount of insurance covering the loss. If the loss is covered by more than one Section under this policy, then only one claim may be admitted and the Section providing the widest cover will respond.

## PREMIUM PAYMENT

**We** will not make any payment under **your** policy unless **you** have paid the premium due to **us**.

If **you** make a claim under this insurance, **we** will deduct from any claim payment the premium that is due to **us**. If **you** are paying **your** premium by instalments **we** will ask **you** to either keep paying **your** premium by instalments or **we** may deduct any outstanding instalment from any claim payment, **we** have agreed to make.

## REASONABLE CARE

**You** must maintain **your** property in a good state of repair and **you** must also take all reasonable steps to prevent accidents, **injury** or **damage**. All external doors and accessible windows should be locked when the property is unoccupied.

## SUMS INSURED

The premium **you** pay is based on the sums insured. When accepting this insurance, **we** expect that the sums insured will represent the full value of the property insured and are adequate as follows:

### BUILDINGS

The cost of rebuilding (with the same quality of materials and workmanship which existed before the **damage**), if the **buildings** are destroyed. **You** do not need to include fees to architects, surveyors, consulting engineers, the costs of making the site safe or clearing debris, rent receivable or the cost of alternative accommodation.

### TENANT'S IMPROVEMENTS

The cost to repair or replace as new.

### GENERAL CONTENTS

The cost of replacing them as new.

### PERSONAL POSSESSIONS

The cost of replacing them as new.

## THIRD PARTIES

**You** and **we** are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

# YOUR INSURANCE COVER

The following Sections outline the cover given and terms of this insurance policy. This should be read in conjunction with all **your** other policy documents, in particular, **your schedule and statement of facts**. The insurance cover afforded under these Sections is only valid within the dates specified on **your schedule** and is in force only where the relevant Section is shown in operation on **your schedule** and **you** have paid the appropriate premium.

Should **you** have any queries about any of **your** insurance policy please contact your broker.

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## SECTION 1 – PERSONAL POSSESSIONS

This Section is in operation where a sum insured under the heading of **personal possessions** appears on **your schedule**. Please ensure that the cover given under this Section meets **your** requirements, should **you** have any queries please contact **us** directly.

The General Conditions and General Exclusions apply to this Section in addition to any Conditions or Exclusions noted below or on **your schedule, endorsements** or specification.

### WHAT IS COVERED

In the event of **damage, accidental damage** or accidental loss to **personal possessions** which are owned by **you** or for which **you** are responsible, at an insured address shown on your schedule and anywhere in the **United Kingdom** or European Union (EU), we will pay:

#### Specified items

- the market value at the time of the loss or the sum insured shown on the **schedule** whichever is the lesser if the item, pair or set is lost or damaged beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

**We** will not pay more than:

the sum insured for **personal possessions** as shown in the **schedule**.

#### Unspecified items

- the market value at the time of the loss if the item, pair or set is lost or damaged beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.
- **We** will not pay more than £1,000 per item for unspecified **personal possessions**.

### ADDITIONAL COVERS

#### Pairs, sets and suites

In the event of **damage** to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

If **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the **damage**.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

**We** will not pay more than:

- the sum insured for **personal possessions** as shown in the **schedule**.

## WHAT IS NOT COVERED

**We** do not cover:

any **damage** caused by

- theft or attempted theft by deception
- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- normal settlement, warping or shrinkage
- mechanical or electrical faults or breakdown
- **personal possessions** whilst in storage
- **business equipment**
- **personal possessions** lost or stolen from any unattended vehicle.
- Accidental damage unless specifically included in your Schedule
- Singeing, scorching or melting
- Riot, civil commotion, strikes, labour and political disturbances unless reported to the Police within 7 days of damage being discovered
- Theft by you or a member of your family
- Theft by anyone living at the insured address who is not a member of your family unless there is forcible and violent entry to the address

any **damage** caused by **you** not receiving goods or services **you** have paid for through any internet website or any other distance purchasing method.

## SECTION 2 – GENERAL CONTENTS

This Section is in operation where a sum insured under the heading of **general contents** appears on **your schedule**. Please ensure that the cover given under this Section meets **your** requirements, should **you** have any queries please contact **us** directly.

The General Conditions and General Exclusions apply to this Section in addition to any Conditions or Exclusions noted below or on **your schedule, endorsements** or specification.

### WHAT IS COVERED

In the event of **damage** to **general contents** which are owned by **you** or for which **you** are responsible, at an **insured** address shown on **your schedule** anywhere in the **United Kingdom** whilst temporarily removed, because of an **Insured Cause**, **we** will pay:

- the cost of replacement or
- the cost of repairs for those items which can be economically repaired.

**We** will not make any deduction for wear, tear or depreciation and the sum insured will not be reduced by the amount paid under any claim.

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

**We** will not pay more than:

- £500 for any pedal cycle or electric bike unless specified on your schedule
- £3,500 for any claim arising out of escape of water, leaking or burst pipe
- £2,500 for any unspecified items
- £500 for any mobile phone, laptop, tablet or other portable electronic device unless specified on your schedule

This section also provides insurance for Contents against:

Accidental Damage to fixed glass in furniture, mirrors, cooking hobs and oven doors while in your home, excluding loss or damage caused after your home has been left unfurnished or unoccupied for more than 30 days.

Accidental Damage to television sets, DVD players, video and DVD recorders and other audio equipment and home computers in your home. Excluding Items designed to be portable, including portable computers mobile/smart/android/phones, laptops, iPhones/iPads/iPods, and tablets. Damage to discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files. Electronic, electrical or mechanical breakdown or failure. Wear and tear. Damage caused during repair, alteration or from an item being operated incorrectly. Damage caused by domestic animals, and where your home has been left unfurnished or unoccupied for more than 30 days.

## ADDITIONAL COVERS

### Accidental Damage – Applicable only if shown as included in the Schedule

The Definition of **Insured Cause** is extended to include **Accidental Damage**

### Domestic heating fuel and metered water

**We** will pay for the accidental loss of metered water or oil from **your** fixed domestic water or heating installation up to a maximum of £500 per incident

### Evacuation

**We** will pay for the additional costs of reasonable alternative accommodation for **you** for a period of up to 90 days after **you** have been prohibited from living in **your home** by a civil authority as direct result of **damage** occurring to a neighbouring property which would have been covered if it were **insured** under the terms and conditions of this policy.

### Freezer contents

**We** will pay the cost of replacing food in **your** domestic freezer or refrigerator up to a maximum of £500 per incident if it is spoiled by a rise or fall in temperature, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority. The **excess** shown in the **schedule** does not apply in respect of any claim for freezer **contents**.

### Gardens and trespass protection

**We** will pay up to 10% of the sum insured by this Section at the location where the loss occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- collision by vehicles, animals, aircraft or anything dropped from them
- the emergency services attending an emergency at **your home** or a neighbouring property
- any unlawful trespass or fly tipping

### Money

**We** will pay up to

- £500 for **damage to money** or
- £1,000 for **damage to money** if in a locked safe at **your home**.

### Pairs, sets and suites

In the event of **damage** to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

If **we** cannot repair the damaged item(s) or arrange for an equivalent replacement, **we** will pay:

the full replacement cost of the whole pair, set or suite; or



- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the **damage**.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

### Removal of debris

Following **damage** to the **general contents** covered by this Section of the policy **we** will pay reasonable and necessarily incurred costs incurred for the removal of debris arising from the **damage**.

### Student Possession

**We** will pay up to £500 per incident for **damage** to **general contents** belonging to any member of **your** household whilst at their student accommodation.

### WHAT IS NOT COVERED

**We** do not cover:

any **damage** caused by:

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**
- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- normal settlement, warping or shrinkage
- a contaminant pollutant, waste, smog, industrial or agricultural smoke
- anything which happens gradually, including rising damp
- mechanical or electrical faults or breakdown
- coastal or river erosion.
- storm or flood to
  - gates, hedges or fences
  - driveways, patios and paths unless the **building** has been damaged at the same time and by the same cause
  - radio or television aerials or satellite dishes
- escape of water or oil to the fittings, installation and appliances themselves unless the damage has occurred as a result of an **insured cause**
- **Accidental damage** unless specifically included in your Schedule
- Singeing, scorching or melting

- Riot, civil commotion, strikes, labour and political disturbances unless reported to the Police within 7 days of damage being discovered
- Theft by you or a member of your family
- Theft by anyone living at the insured address who is not a member of your family unless there is forcible and violent entry to the address

any **damage** to:

- quad bikes, motorcycles or golf buggies whilst they are being used
- rowing boats, dinghies or sailboards whilst they are being raced
- animals, birds or fish
- **general contents** occurring whilst in storage
- **personal possessions** whilst in storage
- **personal possessions** and **money** belonging to visitors and domestic staff

any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:

- the escape of water from fixed tanks, apparatus or pipes and **damage** caused to such items by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained
- theft, attempted theft, malicious **damage** or vandalism
- additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation;

loss caused by **you** not receiving goods or services **you** have paid for through any internet website or any other distance purchasing method;

the amount of any **excess** shown in **your schedule** other than for claims for freezer **contents**.

## SECTION 3 – BUILDINGS

This Section is in operation where a sum insured under the heading of **buildings** appears on **your schedule**. Please ensure that the cover given under this Section meets **your** requirements, should **you** have any queries please contact **us** directly.

The General Conditions and General Exclusions apply to this Section in addition to any Conditions or Exclusions noted below or on **your schedule**, **endorsements** or specification.

### WHAT IS COVERED

In the event of **damage** to **buildings** which are owned by **you** or for which **you** are responsible, at an **insured** address shown on **your schedule** because of an **Insured Cause**, **we** will pay the cost incurred of repairs, replacement or reinstatement.

This section also provides insurance for the Buildings against:

Accidental Damage to underground pipes or cables serving the Buildings.

Accidental Damage to fixed glass including double glazing, ceramic hobs, and sanitary ware forming part of the Buildings, excluding loss or damage caused after your home has been left unfurnished or unoccupied for more than 30 days.

The most **we** will pay for **damage** to the building is the sum insured.

**We** will not make any deduction for wear, tear or depreciation and the sum insured will not be reduced by the amount paid under any claim.

### ADDITIONAL COVERS

These additional covers only apply if the **buildings** are covered by this Section.

#### Accidental Damage – Applicable only if shown as included in the Schedule

The Definition of **Insured Cause** is extended to include **Accidental Damage**

#### Additions and alterations

**We** will pay up to 10% of the **buildings** sum insured at the location where the loss occurs for **damage** to new additions or alterations and newly acquired fixtures and fittings, fitted furniture and appliances that are to be installed in **your home** provided they are not left in the open and **you** advise **us** within 60 days of the date of delivery and pay the full additional premium from the date of delivery.

#### Alternative accommodation

**We** will pay up to 25% of the building sum insured for the reasonable cost of alternative accommodation **you** incurred whilst **your home** cannot be lived in because of **damage we** have agreed to pay for under this Section.

#### Building works and/or refurbishment

**We** will pay up to a maximum of £25,000 in total for each incident of loss directly or indirectly caused by or relating to restoration, repair, redecoration, maintenance or other similar work. However, **you** must provide **us** with full details of any building work, heat processes, or other similar work, where the estimated value of the works is more than £25,000 before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your** policy.

### Domestic heating fuel and metered water

**We** will pay for the loss of metered water or oil from **your** fixed domestic water or heating installation up to a maximum of £500 per incident

### Emergency access to the home

**We** will pay up to £2,500 to repair **damage** to **your home** which occurs because of forcible entry to the **home** to attend a medical emergency.

### Fees and additional expenses

Following **damage** to the **buildings we** will pay costs reasonably and necessarily incurred for:

- architects, surveyors, consulting engineers and legal and other associated fees
- removal of debris including removal of fallen trees and branches
- complying with statutory regulations or local authority requirements.

**We** will not pay more than 10% of the **buildings** sum insured or for any the costs of preparing any claim that **you** make against **us**.

### Finding a leak

**We** will pay for costs incurred up to a maximum sum insured of £1,000 per incident, including the necessary cost of removing any part of **your home**, to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**
- from the underground service pipes to the **home** for which **you** are legally responsible provided that the leak occurs during the **period of insurance**.

**We** will not pay for the cost of any **damage** to **your** household heating or water system itself.

### Gardens and trespass protection

**We** will pay up to 10% of the **buildings** sum insured at the location where the **damage** occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft
- collision by vehicles, animals, aircraft or anything dropped from them
- the emergency services attending an emergency at **your home** or a neighbouring property
- any unlawful trespass.

### Mortgagees and interested parties

Any act or neglect by **you** or the occupier of any **home insured** under this Section which increases the possibility of **damage** shall not prejudice the **insured** interest of any party whose interest is noted and shown in the **schedule** provided that they notify **us** immediately on becoming aware of such increased risk and pay any additional premium required.

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## WHAT IS NOT COVERED

We do not cover:

any **damage** caused by:

- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- normal settlement, or shrinkage or by subsidence of newly made up ground, demolition, alteration, repair, or any similar work on the **buildings**
- a contaminant, pollutant, waste, smog, industrial or agricultural smoke
- anything which happens gradually, including rising damp
- mechanical or electrical faults or breakdown
- storm or flood to gates, hedges, fences and open sided **buildings** unless caused by impact from falling trees or telegraph poles
- coastal or river erosion storm or flood to
  - gates, hedges or fences
  - driveways, patios and paths unless the **building** has been damaged at the same time and by the same cause
  - radio or television aerials or satellite dishes
- escape of water or oil to the fittings, installation and appliances themselves unless the damage has occurred as a result of an **insured cause**
  - Accidental damage unless specifically included in your Schedule
  - Singeing, scorching or melting
  - Riot, civil commotion, strikes, labour and political disturbances unless reported to the Police within 7 days of damage being discovered
  - Theft by you or a member of your family
  - Theft by anyone living at the insured address who is not a member of your family unless there is forcible and violent entry to the address

any **damage** caused by subsidence, ground heave or landslip:

- to domestic tanks, permanent swimming pools, ornamental man-made ponds, fountains, cesspits, septic tanks, terraces, patios, hard tennis courts, driveways, footpaths, boundary and garden walls, gates, railings, hedges and fences unless the main house is damaged at the same time by the same cause

- to solid floors unless the foundations under the load bearing walls are physically damaged at the same time by the same cause

any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:

- the escape of water from fixed central heating and water systems, domestic tanks, apparatus or pipes and **damage** caused by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained
- theft, attempted theft, malicious **damage** or vandalism

the cost of maintenance or routine redecoration;

the amount of any **excess** shown in **your schedule**.

## SECTION 4 – LIABILITY

This Section is in operation where a sum insured under the heading of Liability appears on **your schedule**. Please ensure that the cover given under this Section meets **your** requirements, should **you** have any queries please contact your broker directly.

The General Conditions and General Exclusions apply to this Section in addition to any Conditions or Exclusions noted below or on **your schedule, endorsements** or specification.

### WHAT IS COVERED

#### Part A - Property owners' liability

Property owners' liability is only covered if the **buildings** for the relevant **home** are covered under Section 3 – Buildings of this policy.

##### We will pay

- up to £2,000,000 to indemnify **you** against all amounts that **you** become legally liable to pay in respect of any one incident for accidental:
  - **injury** to any person other than **you** or any persons employed by **you**
  - **damage** to property occurring during the **period of insurance** and incurred:
    - because of **your** ownership of the **buildings** or land belonging to the **home**
    - under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 regarding any **home** which **you** previously owned or occupied
- all **your** legal defence costs and expenses incurred with **our** prior written consent.

If **you** cancel this policy following the sale of **your home** the cover provided for liability incurred under the Defective Premises Act 1972 and the Defective Premises (Northern Ireland) Order 1975 will continue for seven years from the cancellation date provided no other policy covers this liability.

#### Part B – Occupiers' Personal and Employers' Liability

Occupiers', personal and employers' liability is only covered if Section 2 – **general contents** of this policy is shown as operative on the **schedule**.

##### We will pay

- up to £10,000,000 to indemnify **you** against all amounts **you** become legally liable to pay in respect of any one incident for accidental **injury** to domestic employees
- up to £2,000,000 to indemnify **you** against all other amounts **you** become legally liable to pay in respect of any one incident for **injury** and **damage** to property
  - as occupier (not as owner) of the **home**
  - as occupier (not as owner) of an allotment
  - in a personal capacity

- arising from the hiring out or the opening of **your home** if this is for the benefit of an organised charity, religious or community group
- occurring during the **period of insurance** and incurred by **you** in the **United Kingdom** (or during temporary visits elsewhere in the world):
  - all **your** legal defence costs and expenses incurred with **our** prior written consent.

**We** will not pay more than £5,000,000 for any damages, costs and expenses **you** become liable to pay arising from the use of motorised models and toys, go karts, motorcycles with any engine capacity less than 51cc or quad bikes.

## WHAT IS NOT COVERED

**We** do not cover:

liability for:

- **injury to you**
- **damage** to property belonging to **you** or in **your** custody or control
- punitive fines, penalties or **damages** liability arising from the ownership, possession or use of:
  - any motorised vehicle other than:
    - motorcycles and go-karts less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**
    - vehicles designed to assist disabled persons which are not registered for road use
    - golf carts or buggies
- trailers and horseboxes whilst being towed
- any aircraft, hang glider or hovercraft other than:
  - powered model aircraft with an engine capacity not exceeding 10cc and/or a wing span not exceeding 1.88 meters
  - non-powered model aircraft unless such model aircraft are participating in flying displays
- any craft or board designed to be used on or in water other than sailboards, surfboards windsurfers or those solely propelled by oars or paddles which are hand or foot operated;
- any unlicensed firearm

liability arising from:

- any incident occurring outside the **period of insurance**
- **injury** or illness to any domestic employee where insurance or security is required under any road traffic legislation within the European Union



- any wilful or malicious act
- libel, slander, breach of privacy or confidentiality
- the transmission of any communicable disease by **you**
- the transmission of a computer **virus** by **you**
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- any agreement entered into by **you** unless that liability would have applied even if the agreement did not exist
- any **business** activity whether operated from your **home** or not
- lack of care or skill in the giving of professional or other advice or treatment
- any **damages** arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.
- Any **damages** arising from a pollutant, contaminant, smog, or industrial or agricultural smoke, unless it can be proven to **our** satisfaction that the **damages** have been incurred because of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place
- any **damages** arising from any judgment or award given or made outside the courts of a member state of the European Union.

## SECTION 5 – LIFESTYLE AND LEGAL EXPENSES

ARAG plc is authorised to administer this insurance on behalf of the **insurer** AmTrust Europe Limited.

Head and Registered Office: ARAG House, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England number 02585818. The general conditions and general exclusions apply to this Section, where applicable. If there is a conflict between a definition in this Section and a definition elsewhere in this policy, the definition in this Section will apply.

### MEANING OF WORDS

Each time **we** use one of the words or phrases listed below it will be shown in bold type and will have the same meaning wherever it appears in this Section of the policy.

#### Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

#### Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% “no-win no-fee”.

#### Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

#### Communication costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.

#### Domestic employee

Any person who lives at **your home** and is employed by **you** under a contract of service to carry out domestic duties for **your** household.

#### Insured

**You, your** partner and relatives permanently living with **you** in **your main home** in the UK. (The **insurer** will cover **your** children temporarily away from **home** for the purposes of higher education).

#### Insurer

AmTrust Europe Limited.

#### Legal costs & expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- In civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.

- Reasonable accountancy fees reasonably incurred under Insured event Tax by the **appointed advisor** and agreed by **us** in advance.
- The **insured's** basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
- The **insured's communication costs**.
- The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention directed towards an **insured** under Insured event Crisis communication.
- Accommodation and/or storage costs under Insured event Landlord's legal solutions.

### Let property

A residential property which is located in England, Wales, Scotland or Northern Ireland and which **you** let or intend to let under a **tenancy agreement**.

### Reasonable prospects of success

1. Other than as set out below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking **damages** or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **insured**
  - a. pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

Where it has been determined that reasonable prospects of success as set out in 1., 2. and 3. above do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

### Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **territorial limit** where this Section applies.

## Tenancy agreement

An agreement **you** enter into to let **your let property** to a tenant

1. under an assured shorthold tenancy; or
2. under a shorthold tenancy; or
3. under an assured tenancy:
4. as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;
5. in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
6. to a limited company or business partnership for residential purposes by its employees.

## Territorial limit

For Insured events Contract and **injury**; the **United Kingdom**, countries in the European Union, Norway and Switzerland. For all other Insured events, the United Kingdom.

## We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer, AmTrust Europe Limited.

## COVER

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

- the **insured** keeps to the terms of this Section and co-operates fully with **us**
- the Insured event happens within the **territorial limit**
- the claim
  - always has **reasonable prospects of success**,
  - is reported to **us**
    - ✦ during the **period of insurance** and
    - ✦ as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
- unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - to be heard by the **small claims court** and/or
  - before proceedings have been or need to be issued

- any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

## INSURED EVENTS

### Employment

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

Where the **insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **insured** to HM Courts & Tribunals Service.

**We** will not cover any claim relating to:

- a dispute arising solely from personal **injury**
- defending the **insured** other than defending an appeal
- **legal costs & expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal
- fees that are recoverable from an employer or ex-employer by order of the court or where the **insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
- an **insured's** employer or ex-employer's pension scheme
- a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under this Section.

### Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- buying or hiring consumer goods or services (including a vehicle)
- privately selling goods (including a vehicle)
- buying or selling **your** main **home** or a residence used, or to be used, as a second **home**

- renting **your** main **home** as a tenant
- the occupation of **your** main **home** under a lease.

**We** will not cover any claim relating to:

- disputes with tenants or leases where the **insured** is the landlord or lessor
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- the **insured's business**, venture for gain, profession or employment
- a settlement due under an insurance policy
- construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

## Property

A dispute relating to visible property which the **insured** owns following

- an event which causes physical **damage** to the **insured's** visible property including **your home or your** residence used as a second **home**
- a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lays.

**We** will not cover any claim relating to:

- the first £250 of any claim arising from a public or private nuisance or trespass - this is payable by the **insured** as soon as **we** accept the claim
- a contract entered into by an **insured**
- any building or land other than **your home** or a residence used by **you** as a second **home**
- a motor vehicle
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
- defending any dispute arising from property **damage** other than defending a counter claim or an appeal
- a dispute with any party other than the person(s) who caused the **damage**, nuisance or trespass.

## Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

**We** will not cover any claim relating to:

- a condition, illness or disease which develops gradually over time

- mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- defending any dispute other than an appeal.

### Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

**We** will not cover any claim relating to:

- a contract dispute
- defending any dispute other than an appeal.

### Tax

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

**We** will not cover any claim relating to:

- tax returns where HM Revenue & Customs impose a penalty, or which contain careless and/or negligent misstatements
- a **business** or venture for gain of the **insured** (other than in respect of their employment)
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- an investigation by the Fraud Investigation Service of HM Revenue & Customs.

### Legal defence

- Work

An alleged act or omission of the **insured** that arises from their work as an employee and results in:

- the **insured** being interviewed by the police or others with the power to prosecute
- a prosecution being brought against the **insured** in a court of criminal jurisdiction
- civil proceedings being brought against the **insured** under unfair discrimination laws.

- Motor

A motoring prosecution being brought against the **insured**.

- Other

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

**We** will not cover any claim relating to:

- owning a vehicle or driving without motor insurance or driving without a valid driving licence
- a parking offence.

### Loss of earnings

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

**We** will not cover any claim relating to:

- loss of earnings more than £1,000
- any sum which can be recovered from the court or tribunal.

### Disputes with domestic employees

A dispute with **your domestic employee** that arises from

- their dismissal by **you**
- the terms of a contract of service or service occupancy agreement between **you** and **your domestic employee**
- an alleged breach of **your domestic employee's** legal rights under employment laws.

**We** will not cover any claim relating to:

- disciplinary hearings or internal grievance procedures
- personal injury
- **you** pursuing a claim against **your domestic employee** other than a claim to recover possession of a part of **your home** or other accommodation provided by **you** under a service occupancy agreement.

### Planning appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that

- a) **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application, and
- b) **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

**We** will not cover any claim relating to:

- legal costs and expenses more than £10,000



- an appeal against the refusal of planning permission to develop land or property for **business** or commercial purposes, other than for private residential letting.

## WHAT IS NOT COVERED

The **insured** is not covered for any claim arising from or relating to:

- legal costs & expenses incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this Section and which the **insured** believed or ought reasonably to have believed could lead to a claim under this Section
- an amount below £100
- an allegation against the **insured** involving:
  - assault, violence or dishonesty, malicious falsehood or defamation
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - illegal immigration
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- a dispute between **your** family members
- an **insured's** deliberate or reckless act
- a judicial review
- a dispute arising from or relating to clinical negligence except as provided for in **Insured** event Clinical negligence
- a dispute with **us** not dealt with under Condition 6, or the **insurer** or the company that sold this policy
- a group litigation order
- the payment of fines, penalties or compensation awarded against the **insured**.

## CONDITIONS WHICH APPLY TO SECTION 5 – LIFESTYLE AND LEGAL EXPENSES

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this Section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

## The insured's responsibilities

An **insured** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **legal costs & expenses**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- keep **legal costs & expenses** as low as possible
- allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

## Freedom to choose an appointed advisor

- In certain circumstances as set out below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- The **insured** may choose an **appointed advisor** if:
  - **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - there is a conflict of interest

except where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.

- Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- In respect of a claim under Insured event Employment, Contract, Personal injury or Clinical negligence, the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

## Consent

- The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- An **insured** must have **your** agreement to claim under this Section.

## Settlement

- The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under Insured event Employment.
- The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- The **insured** must settle **communication costs** in the first instance and make a receipted claim to **us** for reimbursement.

## Barrister's opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under the next condition below.

## Disputes

If any dispute between the **insured** and **us** arises from this Section, the **insured** can make a complaint to **us** as described on pages 14 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service, the **insured** can ask them to arbitrate over the complaint.

## Fraudulent claims and claims tainted by dishonesty

An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:

- affected **our** assessment of reasonable prospects of success, and/or
- prejudiced in any part the outcome of the **insured's** claim the **insurer** shall have
- no liability for **legal costs & expenses** under this Section.

## SECTION 6 – HOME EMERGENCY

ARAG plc is authorised to administer this insurance on behalf of the **insurer** AmTrust Europe Limited. Head and Registered Office: ARAG House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. The general conditions and general exclusions apply to this Section, where applicable. If there is a conflict between a definition in this Section and a definition elsewhere in this policy, the definition in this Section will apply.

### MEANING OF WORDS

Each time **we** use one of the words or phrases listed below it will be shown in bold type and will have the same meaning wherever it appears in this Section of the policy.

#### Central Heating Boiler

A boiler;

- located in **your home** (or connecting garage), and
- which has been serviced no more than twelve months prior to the date of **your home emergency**.

#### Contractor

The **contractor** or tradesperson chosen by **us** to respond to **your home emergency**.

#### Emergency Costs

- The **contractor's** call out charge.
- **Contractor's** necessary labour.
- Parts and materials where necessary.
- Alternative accommodation costs incurred under the Insured event described below.

The maximum payable by the **insurer** is £3,000 for all claims related by time or original cause.

#### Home Emergency

A sudden unexpected event which clearly requires immediate action to:

- prevent **damage** or avoid further **damage** to **your home**, and/or
- render the **home** safe or secure, and/or
- restore the main services to the **home**, and/or
- alleviate any health risk to **you**.

#### Insurer

AmTrust Europe Limited.

#### Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

## We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, AmTrust Europe Limited.

## COVER

Following an Insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that:

- the claim is reported to **us**
  - during the **period of insurance**
  - immediately after **you** first become aware of a **home emergency**;
- **your home** is located within **the United Kingdom**
- **you** always agree to use the **contractor** chosen by **us**.

## INSURED EVENTS

### Main Heating System

The total failure or complete breakdown, whether or not caused by **accidental damage**, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.

### Plumbing & Drainage

The sudden **damage** to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a **home emergency**.

### Home Security

**Damage** (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.

### Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the **home**.

### Domestic Power Supply

The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.

### Vermin Infestation

**Vermin** causing **damage** inside the **home** or a health risk to **you**.

### Alternative Accommodation Costs

**Your** overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

## WHAT IS NOT COVERED

**You** are not covered for any claim arising from or relating to:

- **emergency costs** which have been incurred before **we** accept a claim
- an Insured event which happens within the first 48 hours of cover if **you** purchase this Section at a different date from other Sections within this policy
- **emergency costs** where there is no one at **home** when the **contractor** arrives
- any matter occurring prior to, or existing at the start of cover under this Section, and which **you** believed or ought reasonably to have believed could give rise to a claim under this Section
- any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
- a main heating system (including a **central heating boiler**) which is more than 15 years old
- LPG fuelled, oil fired, warm air and solar systems; or boilers with an output over 60Kw/hr
- the cost of making permanent repairs including any redecoration or making good the fabric of **your home**
  - once the emergency has been resolved
  - arising from **damage** caused in the course of the repair or investigation of the cause of the Insured event or in gaining access to **your home**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer **damage** or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)
- garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- **your home** being **unoccupied**
- goods or materials covered by a manufacturer's, supplier's and installer's warranty
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- a claim covered by another Section of this policy, or any claim that would have been covered by another Section of this policy if this Section did not exist
- subsidence, landslip or heave
- a property that **you** rent or let
- blockage of supply or waste pipes to the **home** due to freezing weather conditions.

## CONDITIONS WHICH APPLY TO SECTION 6 – HOME EMERGENCY

Failure to keep any of these conditions may lead the **insurer** to cancel this Section, or refuse to pay a claim.

### Your Responsibilities

**You** must:

- not do anything that hinders **us** or the **contractor**
- tell **us** immediately after first becoming aware of any **home emergency**
- tell **us** immediately of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- be able to prove that the central heating boiler has been serviced within 12 months prior to a home emergency claim.

### Our Consent

**We** must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

### Settlement

**You** must not settle the **contractor's** invoice or agree to pay emergency costs that **you** wish to claim for under this Section without **our** agreement.

### Disputes

If any dispute between **you** and **us** arises from this Section, **you** can make a complaint to **us** as described on page 14 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns, **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

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## SECTION 7 – KEY COVER

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

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

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

### What makes up this policy?

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

### Important information

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

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

### Jurisdiction and law

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

### Demands and needs

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



### Meaning of words

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

<b>Cover</b>	In the event of any of the Insured Incidents, <b>we</b> will reimburse <b>you</b> up to the limits stated and AXA Assistance will assist with the arrangements for replacing <b>your keys and locks</b> , or onward transportation.
<b>Excess</b>	The first £50.00 of any claim payable by <b>you</b> .
<b>Policy Holder</b>	The first person in whose name the <b>policy</b> is issued and who is protected in case of loss or theft of <b>keys</b> .
<b>Home/House</b>	The private dwelling located within the <b>territorial limits</b> as specified on the <b>policy schedule</b> .
<b>Keys/Locks</b>	Any <b>key</b> to any external door to <b>your</b> home, or <b>vehicle</b> including electronic key fobs and immobiliser keys.
<b>Policy, Key</b>	Means this <b>policy</b> of insurance on the terms and subject to the conditions,
<b>Protection Policy</b>	limitations and exclusions set out in this document.
<b>Policy Limit</b>	The total amount payable in respect of each insured incident and in total for all Insured Incidents as in any one year as shown in <b>your policy schedule</b> including VAT. The total aggregate limit insured during the <b>policy period</b> is £1500.00 (£50 excess applies).
<b>Policy Period</b>	12 months from the start date of this policy as shown on <b>your policy</b> schedule.
<b>Policy Schedule</b>	Is the schedule issued to <b>us</b> on <b>your</b> behalf by Paragon Car Limited which contains details of <b>your policy</b> start date, <b>policy limit</b> and additional information in support of <b>your</b> application for <b>cover</b> under this <b>policy</b> , and which forms part of the <b>key protection policy</b> . <b>Your policy start date</b> is the <b>start date</b> as detailed in <b>your</b> finance agreement issued to <b>you</b> by Paragon Car Limited and where they have paid the <b>premium</b> on <b>your</b> behalf.
<b>Premium</b>	The <b>premium</b> is payable on the payment date shown in the <b>policy schedule</b> as the <b>premium</b> due date if applicable. The <b>policy</b> will start on the <b>start date</b> and will last until one of the criteria set out under 'Termination of <b>cover</b> ' is met.
<b>Proposal or Statement of Fact</b>	The documents completed or supplied by <b>you</b> or on <b>your</b> behalf by Paragon Car Limited and all other information provided by <b>you</b> on which <b>we</b> have relied when agreeing to provide this <b>key protection policy</b> . If <b>you</b> do not give <b>us</b> full information at the start, or do not tell <b>us</b> about changes, this <b>key protection policy</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.
<b>Paragon Car Limited</b>	Paragon Car Limited. Paragon Car limited is authorised and regulated by the Financial Conduct Authority (FCA Number 312028). Its registered office is at 131 Hayes Lane, Hayes, Bromley, Kent, England, BR2 9EJ. It is registered in England no: 04133312

<b>Start Date</b>	The date <b>your cover</b> starts under this <b>policy</b> shown in <b>your policy schedule</b> .
<b>Territorial Limits</b>	UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Vehicle</b>	the motor <b>vehicle</b> notified to <b>us</b> within the <b>proposal or statement of fact</b> .
<b>We, Our, Us,</b>	means Inter Partner Assistance SA, the underwriters of this <b>policy</b> and AXA Assistance UK Limited, the administrator of this <b>policy</b> , both of; The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.
<b>You, Your, Insured</b>	The first person named on the <b>policy schedule</b> .

#### Claims conditions

- All lost or stolen **keys** or **keys** broken in a **lock** must be reported to **Us** on 0345 607 5329 within 48 hours of the incident
- The police must be notified of all lost and stolen **keys** within 48 hours of the incident and a crime reference or lost property number obtained.
- All costs for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **Us** within 31 days of notifying AXA Assistance. Providing **Your** claim is within the terms of this **policy** **We** will validate **your** claim and reimburse **your** outlay up to the **policy** limits.
- If **you** claim under this **policy** for something that is also covered by another insurance **policy**, **you** must provide **Us** with full details of the other insurance **policy**. **We** will only pay **our** rateable proportion of the claim.
- **You** must take reasonable care to avoid anything which may result in a claim under this **policy**.

#### Exclusions

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

- Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything which happens gradually.
- Any claim for damage to **locks** by attempted theft or malicious damage.
- Any claim for loss or damage caused by any act of war, invasion or revolution.
- Any other **keys** other than for the **Home** or **your vehicle**

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

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

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

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

#### **Insured incidents**

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

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

#### **Cancellation – Your rights**

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

### Cancellation – Our rights

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

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

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

We may cancel this policy 'with immediate effect if:

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

We will continue to honour any claims made before cancellation.

### Termination of cover

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

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

### Important information

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

### Complaints procedure

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

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

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

Financial Ombudsman Service

Exchange Tower, London E14 9SR. Telephone 0800 023 4567

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

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

### **Compensation scheme**

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

### **Data Protection**

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

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

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

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

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

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

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

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

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

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

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

**Alternative Format**

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

## ENDORSEMENTS

The following clauses apply if they are mentioned in 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 schedule**.

### 1. ALARM CLAUSE:

This insurance does not cover theft:

when **you** have left the **home** 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 a 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 it was unaware of such action. The bank or building society must write and tell **us** as soon as it becomes aware of any action **you** have taken to increase the risk of loss or damage. The bank or building society may also have to pay an extra premium which **you** will have to repay it.

### 3: BUSINESS USE EXTENSION CLAUSE:

In return for the payment of an extra premium Section 5 extends to include **your** legal liability, as defined in that Section, for using the **home** for clerical 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.

### 5: CONTRACTORS EXCLUSION CLAUSE:

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

### 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.

## 9: JEWELLERY CLAUSE:

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

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

## 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 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.

## 13: MUSICAL INSTRUMENTS CLAUSE:

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

## 16: PROTECTIONS CLAUSE:

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

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

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



**17: SAFE CLAUSE:**

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

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

**18: STAMP CLAUSE:**

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

**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; loss or damage caused directly or indirectly by water damage to labels;
- b) any amount in excess of £100 any one bottle UNLESS otherwise stated in the specification attached to the **schedule**;
- c) Any amount in excess of the sum insured stated in the **schedule**;
- d) 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.

**28: FLAT ROOF CLAUSE:**

It is **your** duty to ensure that any areas of flat roof(s) shall be checked at **your** own expense at least every 3 years by an individual or company who are members of a recognised trade body and any faults rectified as soon as possible. In the event of a claim, evidence of the inspection plus any repairs, must be produced for the claim to be valid.

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

**29: ELECTRICAL WIRING CLAUSE:**

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

### 35: VALUABLES CLAUSE – PROOF OF PURCHASE OR VALUATION CONDITION:

Section 1 and Section 2 (if cover appears on **your schedule**).

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

### 36: PEDAL CYCLES AND ELECTRIC BIKES HIGH VALUE CLAUSE:

Section 1 and Section 2 (if cover appears on **your schedule**).

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

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



Paragon Car Ltd

London House, Thames Road, Crayford, Kent, DA1 4SL. Paragon Car Ltd is authorised and regulated by the Financial Conduct Authority under registration number 312028.