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## Introduction

Thank you for trusting Paragon Car Ltd with your insurance for your home. It is important to us that this policy is right for you.

You have told us that you are the owner of the home you are insuring. In return for the payment of **your** premium **we** will provide the insurance covers detailed in **your schedule** and this **Policy**, subject to the terms and conditions, shown in this document for all claims occurring during the **period of insurance**. **Your Policy** is valid for the **period of insurance** as shown on **your schedule**.

The details of what we cover and what we exclude are set out below in this document (the **Policy**) and the other contractual documents, these are:

- This **Policy** where the terms and conditions are set down in detail. The Policy also sets out a number of optional **extensions** of cover that you may be offered by your **broker** or **financial advisor**. If **you** accept any of these they will be noted on your **Schedule**.
- The **Schedule** which shows you the special limits that apply and where you have made selections for the level and extent of cover. The **Schedule** will also set out various **endorsements** or **extensions** which **you** have agreed to have added to your **Policy**
- The **Statement of Fact** which records your answer to our underwriting questions on which **we** based our decision to issue this **Policy** and the terms **we** can offer **you**.

You will also have been issued with an **Insurance Product Information Document (IPID)** for short). The IPID is a brief overview of the standard cover we provide – it does not, for example, set out the endorsements you have chosen, but it does show **you** the main covers we provide, the key exclusions (though not all) and any restrictions on cover that **you** should know about. **Please note reading the IPID is no substitute for reading this Policy document.**

So, please take time to read **your** Policy in full to make sure **you** understand the cover provided.

## Important Things To Start With

### Your Duty of Disclosure

1. **Being Accurate and Truthful** **You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this **Policy**. If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your broker** or **insurance advisor** of any incorrect information or changes **you** wish to make, **your** Policy may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or **your** Policy could be invalid.
2. **Keep us up to date** **You** must notify **your broker** or **insurance advisor** as soon as possible if any of the information in **your Policy** or **your Schedule** is incorrect or if **you** wish to make any changes (for example any high value items you have purchased and which you want to be covered under the **Contents** section of this **Policy**).
3. **Check the details** It is important that;
  - **You** are clear which sections **you** have requested and want to be included;
  - **You** are clear what each section covers and does not cover;
  - **You** understand **your** own duties under each section and under the insurance as a whole.

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

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

### Cooling Off Period and Your Right to Cancel

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

If **you** wish to cancel the Policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim. We will deduct from the refund an administration charge of £30 plus IPT.

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

## **Our Right to Cancel**

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

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

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

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

## **Administration Fees**

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

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

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



Paul Barnard  
For and on behalf of Paragon Car Ltd

This Policy has a number of covers and below we set out who are your Policy Administrators and Insurers,

**For Section 1-8:**

- **Your** Policy (Sections 1-8) is arranged and administered by **Paragon Car Ltd** who are registered in England company no. 04133312 with a registered office at 1<sup>st</sup> Floor, Jupiter House, Orbital One, Green Street, Green Road, Dartford, Kent DA1 1QG.  
Paragon Car Limited is authorised and regulated by the Financial Conduct Authority (FRN 312028). **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.
- This insurance is underwritten by **Wakam SA (Wakam)** which is headquartered at 120-122 rue de Réaumur 75002 Paris, France. It is registered with the Paris Trade and Companies Register under number 562 117 085. Wakam is authorized and regulated by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). Wakam is deemed authorized by the Prudential Regulation Authority and subject to regulation by the FCA and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the FCA's website. More details on Wakam can be found on the Financial Services Register ([register.fca.org.uk](https://register.fca.org.uk/)) under FCA registration number 517214.

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

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

**For Section 9:**

Section 9 of the Policy is underwritten by **Alwyn Insurance Company Limited**, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

**For Section 10:**

Section 10 of the Policy is underwritten by **Financial and Legal Insurance Company Limited**

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

## How to Make a Claim

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

For claims:	Call Davies-Group on: 0344 225 0942 Email us at: <a href="mailto:Paragonclaims@davies-group.com">Paragonclaims@davies-group.com</a> Go online at: <a href="https://Paragon.davies-group.com">https://Paragon.davies-group.com</a> Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN
For Key claims Section 9:	Call Alwyn on 0333 015 2932 Email us at <a href="mailto:ComplectusKey@legalprotectiongroup.co.uk">ComplectusKey@legalprotectiongroup.co.uk</a>
For 24/7 Free Legal Advice Service and to make a claim under section 10	Call Financial & Legal on 0333 400 8217
For Identity Theft	Call us on 0114 350 4107 Email us at <a href="mailto:assist@lexelle.com">assist@lexelle.com</a> Postal Address: Lexelle Limited, PO Box 4428, Sheffield, S9 9DD

## What you need to do

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

Always, reference that **your** insurance is underwritten by

- Wakam (sections 1-8) or
- Alwyn Insurance Company Limited (section 9) or
- Financial and Legal Insurance Company Limited (section 10)

and quote **your** unique Policy number from **your** schedule.

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

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

Please remember **you must cooperate with the appointed loss adjuster and if you do not we reserve the right to refuse to pay your claim.**

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

If you have caused harm or damage to another person's property, and it is appropriate for you to do so, take photographs to help us better understand what happened. Do not take photographs of people without their permission.

### What if someone is going to sue you?

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

## How to Make a Complaint

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

If **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below:

- If **you** have a complaint regarding the sale or service of **your** Policy, please contact the **broker** or **insurance advisor** who arranged the insurance for **you**.
- If **you** have a complaint about the handling of any claim, please contact:  
Tel: 0344 225 0942  
Email: [Paragonclaims@davies-group.com](mailto:Paragonclaims@davies-group.com)  
Postal address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN
- If **you** have a complaint about the Key Protect, please contact:  
Customer Services Department, Legal Protection Group, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS5 3QH  
Tel: 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)  
Email: [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- If **you** have a complaint about the 24/7 Free Legal Advice Service or an identity theft claim, please contact:  
The Claims Manager, Lexelle Limited, PO Box 4428, Sheffield, S9 9DD  
Tel: 0114 350 4107  
Email: [assist@lexelle.com](mailto:assist@lexelle.com)

In all correspondence, please state that **your** insurance is underwritten by Wakam SA (sections 1-8) or Alwyn Insurance Company Limited (section 9) or Financial and Legal Insurance Company Limited (section 10) and quote **your** unique Policy number from **your schedule**.

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

## Financial Ombudsman

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

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

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

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

## FSCS

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the insurer goes out of business and cannot meet its obligations, you may be entitled to compensation from the scheme. you may be entitled to compensation if we cannot meet our obligations, depending on the circumstances. Further details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

## Definitions

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

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

Credit cards	<ul style="list-style-type: none"> <li>• <b>Credit cards</b>, charge cards, debit cards, bankers cards and cash dispenser cards which belong to <b>you</b>, which <b>you</b> are responsible for and are held for private or domestic purposes only.</li> </ul>
Endorsement	<ul style="list-style-type: none"> <li>• A change in the terms and conditions of this insurance.</li> </ul>
European Union	<p><b>European Union</b> includes the 27 states member of the European Union and their overseas territories</p>
Family	<ul style="list-style-type: none"> <li>• <b>You, your</b> spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address for a continuous period of at least 6 months), dependent children and other relatives who permanently live with <b>you</b>.</li> </ul>
Geographical Limits	<ul style="list-style-type: none"> <li>• The <b>United Kingdom, the European Union</b> and for Section Three, Four and Five anywhere else in the world for up to 60 days in any one <b>period of insurance</b></li> </ul>
Home	<ul style="list-style-type: none"> <li>• <b>The address which is named in the Schedule and is the</b> private dwelling of <b>standard construction</b> and the garages and outbuildings used for domestic purposes</li> </ul>
Lent	<ul style="list-style-type: none"> <li>• Means where you have permitted a member of your family to live in the <b>Home</b> without any financial reward (expressed as rent or otherwise) or contribution to the Home's utilities. The maximum period a Home may be lent is 30 days in any <b>one period of insurance</b>.</li> </ul>
Money	<ul style="list-style-type: none"> <li>• current legal tender, cheques, postal and money orders</li> <li>• postage stamps not forming part of a stamp collection</li> <li>• savings stamps and savings certificates, traveller's cheques</li> <li>• premium bonds, and gift tokens</li> <li>• travel tickets and phone cards</li> </ul> <p>all held for private, charitable or domestic purposes.</p>

<b>Motorised Vehicles</b>	<p>Any electrically or mechanically powered vehicle, other than:</p> <ul style="list-style-type: none"> <li>• Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the home, as long as the vehicles are not registered for road use.</li> <li>• Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);</li> <li>• Golf trolleys.</li> <li>• Toys and models controlled by a pedestrian.</li> <li>• Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see <a href="http://www.gov.uk/electric-bike-rules">www.gov.uk/electric-bike-rules</a> for more information).</li> </ul>
<b>Occupant</b>	<ul style="list-style-type: none"> <li>• A person or persons authorised by <b>you</b> to stay in the <b>home</b> overnight.</li> </ul>
<b>Occupied</b>	<ul style="list-style-type: none"> <li>• Means fully furnished to be inhabited and inhabited by you or your close family for the majority of any 3 month period.</li> </ul>
<b>Office equipment</b>	<ul style="list-style-type: none"> <li>• Computers, printers, scanners and their accessories, office furniture, photocopiers, fax machines and phone equipment in <b>your home</b>, other than equipment belonging to <b>your</b> employer.</li> </ul>
<b>Period of insurance</b>	<ul style="list-style-type: none"> <li>• The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.</li> </ul>
<b>Personal Possessions</b>	<ul style="list-style-type: none"> <li>• Clothing, baggage, sports equipment, guns and items specifically designed to be carried or worn about the person and all of which belong to <b>you</b> or <b>you</b> are legally responsible for.</li> </ul> <p><b>Personal Possessions</b> does NOT include:</p> <ul style="list-style-type: none"> <li>• <b>Money</b> and <b>credit cards</b></li> <li>• Any property which is more specifically insured by any other insurance</li> <li>• Pedal cycles</li> <li>• Computer equipment and mobile telephones.</li> </ul>
<b>Pollution</b>	<ul style="list-style-type: none"> <li>• Discharge, dispersal, release or escape of any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.</li> </ul>
<b>Premises</b>	<ul style="list-style-type: none"> <li>• The address which is named in the <b>schedule</b>.</li> </ul>
<b>Sanitary ware</b>	<ul style="list-style-type: none"> <li>• Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.</li> </ul>

Schedule	<ul style="list-style-type: none"> <li>The <b>schedule</b> is part of this insurance and contains details of <b>you</b>, the <b>premises</b>, the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.</li> </ul>
Standard construction	<ul style="list-style-type: none"> <li>Built of brick, stone or concrete and roofed with slates, tiles, asphalt.</li> </ul>
United Kingdom	<ul style="list-style-type: none"> <li>The '<b>United Kingdom</b>' will include England, Wales, Scotland, Northern Ireland and the Isle of Man, and journeys between these countries.</li> </ul>
<u>Unoccupied</u>	<ul style="list-style-type: none"> <li>Means the Home is not inhabited for more than a 30 day period.</li> </ul>
Valuables	<ul style="list-style-type: none"> <li>jewellery and watches</li> <li>furs</li> <li>gold, silver, gold and silver plated articles and other precious metals</li> <li>pictures, paintings and other works of art</li> <li>collection of stamps or coins</li> </ul>
Value	<ul style="list-style-type: none"> <li>The amount of <b>money you</b> would have received if <b>you</b> sold the article or property undamaged.</li> </ul>
We / us / our	<ul style="list-style-type: none"> <li>Paragon Car Ltd on behalf of Wakam SA (Sections 1-8) or, in respect of Section 9 Alwyn Insurance Company Limited, or respect of Section 10 Financial and Legal Insurance Company Limited.</li> </ul>
You / your / insured	<ul style="list-style-type: none"> <li>The person or persons named in the <b>schedule</b> and all members of <b>your family</b> who permanently live in the <b>home</b>.</li> </ul>
Your broker / insurance advisor	<ul style="list-style-type: none"> <li>The person or persons who place this insurance on <b>your</b> behalf.</li> </ul>

## Privacy Notice – Wakam

### Introduction

In the context of the services and products that Wakam and its partners (together "we", "us", "our") provide you with, you are required to communicate to us your personal data ("personal data" or "data"). This Privacy Notice is provided to you to help you better understand how we collect, process and protect your personal data.

We are committed to comply with applicable data protection regulations, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

### About us

Wakam is a public limited company with a share capital of € 4.874.112, registered with the Paris Trade and Companies Registry under N° 562 117 085. Its head office is located at 120-122 rue Réaumur, 75002 Paris, France.

### Categories of personal data collected

In the course of providing our products and services, we may collect and use personal data about you, such as:

- Information relating to your identity (last name, first name(s), postal address, telephone number, e-mail address...)
- Policyholder information (insurance policy number, bank account number, payment card details, billing, payment history, etc.)
- Customer complaint information (complaint number, date and reason for loss, call history, loss details, policy reference number and supporting documents)
- Information about the insured devices (brand, model, serial number, registration number, identification number, date of purchase, etc.)

As part of the processing of these data, we may collect data relating to offences, convictions and security measures at the time of your subscription to the insurance contract, during the execution of this contract or as part of the dispute management process.

Some of our products may involve the processing of so-called "sensitive" personal data, such as health data. These data will be processed solely for the purpose of fulfilling our commitments to you and in strict compliance with the legal provisions applicable to such data.

You can choose whether or not to provide us with this data. We may not be able to provide you with specific products or services if you do not provide us with certain data.

### Why we process your personal data

Your personal data is used for the following purposes:

- The management of your contract and insurance policy, the execution of contract guarantees (including claims management), customer complaint and dispute management, such processing being necessary for the execution of your contract;
- Risk control and monitoring, which enables us to prevent fraudulent activities and ensure the recovery of sums due and is therefore necessary based on our legitimate interests;
- The elaboration of statistics and actuarial studies, which enables us to improve the offers and services offered and is therefore necessary based on our legitimate interests;
- Preventing insurance fraud and money laundering in order to comply with our legal obligations.

### Disclosure of your personal data

Your personal data may be disclosed to the following third parties:

- To our group companies such as our parent company and its affiliated companies;
- To our service providers and subcontractors, for the purposes of managing and executing your contract;
- To other insurance companies (intermediaries, reinsurers);
- To public authorities, in order to prevent or detect fraud or any other criminal activity and to meet our legal and regulatory obligations.

### **International transfers of your personal data**

We may transfer your personal data outside the European Union, particularly to countries that are not considered to provide a sufficient level of protection according to the European Commission. In order to ensure an adequate level of security, such transfers will be governed by the Standard Contractual Clauses established by the European Commission, or by other appropriate safeguards in accordance with Data Protection Legislation.

### **Personal data retention period**

Your personal data will be kept for the time strictly necessary for the provision of the service and the execution of the contract, and in accordance with our data retention policy. Your personal data may also be retained for any additional period required or permitted by applicable legal provisions, including the statute of limitations to which we are subject.

### **Your rights**

In accordance with the Data Protection Legislation, you have the right to access, rectify, delete, limit, oppose, request data portability, not to be subject to an automated individual decision-making (including profiling), as well as the right to give instructions regarding the use of your personal data posthumously. Please note that the exercise of these rights is however not absolute and is subject to the limitations according to applicable law.

If you consider that the processing of your personal data constitutes a violation of the Data Protection Legislation, you also have the right to file a complaint with the *Information Commissioner's Officer*, at the following address: Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF.

To obtain a copy of your personal data held by us, for more information or to exercise your rights relating to your personal data, please contact us at the address or email address indicated in the section below.

### **Contact us**

If you have any questions or queries regarding the use of your personal data, or to exercise your rights relating to such personal data, please contact our Data Protection Officer at the following address:

Délégué à la Protection des Données, Wakam  
120-122 rue Réaumur  
75002 Paris, France

Or by email to: [dpo@wakam.com](mailto:dpo@wakam.com)

### **Privacy Policy – Paragon Car Ltd**

**We** will keep records of **your** personal information in accordance with **our** privacy **policy** and may record telephone calls to help **us** monitor and improve services **we** provide.

For further information on how **your** personal information is used and **your** rights in relation to **your** personal information, please see the **Paragon** privacy **policy**: <https://paragon-uk.net/Privacy%20Policy.html>

## General Conditions Applicable to the Whole of this Insurance

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

### Your duties

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

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

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

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

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

d) **You** must ensure;

- The sum insured under section 1 (Buildings) must be adequate to rebuild the whole of the buildings in a new condition similar in form, size and style including the cost of professional fees, site clearance costs and costs incurred because of the requirements of local authorities or other statutory organisations.
- The sums insured under each of section 2 (Contents) must be adequate to replace all of the insured items taking into account the basis of claim settlement at the beginning of each of the sections.

e) Average clause

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

f) **You** must cooperate with us or our representatives (For example lawyer and loss adjustors) to assess your claim and what coverage, if any, applies.

## How we shall Deal with your Claim

### Defence of claims where you are sued

**We** may:

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

### Subrogation

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

### Fraudulent Claims

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

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

**If your claim is fraudulent We;**

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

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

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

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

## Claims Conditions Applicable to the Whole of this Insurance

### Your duties

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

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

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

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

### h) Other insurance

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

This clause does not apply to fatal injury loss under (Section 2-H – Personal Accident).

i) This contract is governed exclusively by the laws of England and Wales unless the **Home** is situated in Scotland when Scots Law shall apply.

### j) International sanction

**We** won't provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States.

## General Exclusions Applicable to the Whole of this Insurance

We shall not pay any excess specified in the schedule or in this Policy

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

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

### b) War Exclusion

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

### c) Terrorism

We will not pay for any claim resulting directly or indirectly from or in connection with attacks and acts of terrorism

### d) Existing or Deliberate Damage

We will not pay for loss or damage

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

### e) Loss of Value Clause

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

### f) Electronic Data Exclusion Clause

We will not pay for

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

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

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

**We** will not pay for:

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

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

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

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

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

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

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

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

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

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

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

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

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

### **l) Asbestos**

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

### **m) Infectious or Contagious Disease Clause**

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

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

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

**n) Faulty Workmanship**

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

**o) Criminal Activity**

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

## Section one Buildings

This Policy covers the **buildings** that comprise the **Home** for physical loss and damage that directly result from the following causes and perils and subject to the exclusions described below and in the General Exclusions section of this **Policy**:

What is covered	What is not covered
1a) fire, lightning, explosion or earthquake	
1b) smoke damage	a) for loss or damage by any gradually operating cause b) for loss or damage by any smoke where there was no fire
2) aircraft and other flying devices or items dropped from them	
3) storm, flood or hail, weight of snow	a) for loss or damage caused by subsidence, heave or landslip other than as covered under peril number 9 of Section one b) for loss or damage to drives, patios and terraces, gates, fences and hedges
4) escape of water from and frost damage to fixed water tanks, apparatus or pipes	a) for loss or damage caused by subsidence, heave or landslip other than as covered under peril number 9 (subsidence or heave) of Section one b) for loss or damage to domestic fixed fuel oil tanks and swimming pools c) for loss or damage while the <b>buildings</b> are unoccupied
5) escape of oil from a fixed domestic oil-fired heating installation caused by a fault in any fixed domestic heating installation	a) for loss or damage while the <b>buildings</b> are unoccupied
6) theft or attempted theft provided always that there is evidenced of a violent and forcible entry	a) for loss or damage while the buildings are unoccupied
7) collision by any vehicle or animal	
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	for loss or damage while the <b>buildings</b> are unoccupied

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

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

## Section one Buildings (continued)

This section also covers

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

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

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

## Accidental damage to buildings

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

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

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

### Settling claims

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

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

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

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

### Your sum insured

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

## Section two Contents

This Policy covers **your Home's contents** for physical loss and damage that directly result from the following causes and perils and subject to the exclusions described below and in the General Exclusions section of this Policy:

What is covered	What is not covered
1a) fire, lightning, explosion or earthquake	any amount over £1,500 within detached outbuildings and garages (whether such garage is attached to the property or otherwise)
1b) smoke damage	a) for loss or damage by any gradually operating cause b) for loss or damage by any smoke where there was no fire
2) aircraft and other flying devices or items dropped from them	
3) storm, flood hail, or weight of snow	property out in the open where it would be reasonable that you brought your <b>contents</b> into shelter
4) escape of water from fixed water tanks, apparatus or pipes	
5) escape of oil from a domestic fixed oil-fired heating installation caused by a fault in any fixed domestic heating installation	
6) theft or attempted theft provided there is evidence of violent and forcible entry	a) any amount over £1,500 within detached domestic outbuildings and garages (whether such garage is attached to the property or otherwise)
7) collision by any vehicle or animal	
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9) subsidence or heave of the site upon which the <b>buildings</b> stand or landslip or landslide	a) for loss or damage <b>to contents</b> following damage to solid floors unless the walls of the <b>home</b> are damaged at the same time by the same event b) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law c) for loss or damage to <b>contents</b> whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions d) for loss or damage by river erosion and or coastal erosion
10) falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the Home's <b>premises</b>

## Section two Contents (Continued)

This Section of the insurance also covers

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

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

What is covered	What is not covered
<p>E) costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the home cannot be lived in following loss or damage which is covered under Section two</p>	<p>a) any amount over 20% of the sum insured under Section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed. If <b>you</b> claim for such loss under Sections one and two, <b>we</b> will not pay more than 20% of the building sum insured in total</p>
<p>F) increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section two</p>	<p>more than £1,500 in any <b>period of insurance</b> and one originating cause even if that cause should manifest itself over more than one <b>period of insurance</b></p> <p>If <b>you</b> claim for such loss under Sections one and two, <b>we</b> will not pay more than £1,500 in total</p>
<p>G) the cost of repairing <b>accidental damage</b> to</p> <ul style="list-style-type: none"> <li>• domestic oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally responsible for as owner-occupier of the <b>Home</b> only</p>	

## Contents Optional Extension of Covers

The following applies only if the **schedule** shows that these covers are included.

### Fatal Injury Benefit to You

What is covered	What is not covered
This Section of the insurance also covers	
H) fatal injury to <b>you</b> , happening at the <b>premises</b> shown in the <b>schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: <ul style="list-style-type: none"><li>• £10,000 for each insured person over sixteen years of age,</li><li>• £5,000 for each insured person under sixteen years of age,</li></ul> at the time of death	

### Wedding & Celebration Gift Protection

I) wedding and other gifts for one month before and one month after a wedding, birthday, religious or other celebration.	any amount over 10% of the sum insured under the <b>contents</b> section
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**Section two**  
**Accidental damage to Contents**

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

What is covered	What is not covered
This extension covers	<b>We</b> will not pay the excess(es) shown on <b>your</b> schedule
<p>J) <b>accidental damage</b> to the <b>contents</b> within the <b>home</b></p>	<p>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section two</p> <p>b) for damage to <b>contents</b> within garages and outbuildings</p> <p>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</p> <p>d) for damage caused by chewing, tearing, scratching or fouling by <b>your</b> animals</p> <p>e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles</p> <p>f) for <b>money, credit cards</b>, documents or stamps</p> <p>g) for damage to contact, corneal or micro corneal lenses</p> <p>h) for damage while the <b>home</b> is lent, let or sub let</p> <p>i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost, fungi</p> <p>j) for damage arising out of faulty design, specification, workmanship or materials</p> <p>k) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure</p> <p>l) for damage caused by extremes of temperature and exposure to light</p> <p>m) for any loss or damage caused by or contributed to by or arising from any kind of <b>pollution</b> and/or contamination</p>

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

### Settling claims

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

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

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

The above basis of settlement will not apply to:

- clothes
- pedal cycles

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

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

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

### Your sum insured

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

4. If **you** are under insured, which means the cost of replacing or repairing the **contents** as new at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement. As we appreciate it may be difficult to be accurate on the overall value of your contents, **we** will not apply the discount if the value of the contents damaged is within 15% of appropriate valuation of the damaged items as determined by our loss adjusters

### Limit of insurance

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

### Section three Accidents to Domestic Staff

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

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

#### Limit of insurance

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

**Section four  
Legal Liability to the Public**

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

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner is limited to Part A (i) below.
- if the **contents** only are insured, **your** legal liability as owner is **you** are covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner only or occupier as covered under Part A (i) and Part (ii) below.

What is covered	What is not covered
<p><b>We will indemnify you</b></p> <p>(i) as owner for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the <b>Home</b> during the <b>period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening within the <b>Geographical Limits</b> during the <b>period of insurance</b></p> <p>This includes <b>pollution</b> and/or contamination:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> as soon as possible but not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such <b>pollution</b> and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p>	<p><b>We will not indemnify you for any liability</b></p> <p>a) for <b>bodily injury</b> to:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>Home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b) arising out of any criminal or violent act to another person or property</p> <p>c) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the <b>period of insurance</b> (Exclusions continued over the page)</p>

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

What is covered	What is not covered
<b>We will indemnify you</b>	<b>We will not indemnify you for any liability</b>
	<p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of <b>your</b> ownership, possession or use of:</p> <p>h) any motorised or horse drawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• motorised mobility scooters</li> <li>• gardening equipment used within the <b>premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> <li>• any power-operated lift, other than stair lifts.</li> <li>• any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>• any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs (Amendment) 1997 or any amending legislation</li> </ul> <p>i) in respect of any kind of <b>pollution</b> and/or contamination:</p> <ul style="list-style-type: none"> <li>• personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of <b>pollution</b>;</li> <li>• the cost of removing nullifying or cleaning up pollutants;</li> </ul> <p>finances penalties punitive or exemplary damages arising directly or indirectly out of <b>pollution</b>.</p> <p>j) arising out of <b>your</b> ownership, occupation, possession or use of any land or <b>building</b> that is not within the <b>premises</b></p> <p>k) arising out of, resulting from, caused by or related to fungus, mildew or mould</p> <p>l) arising out of and in the course of the employment of your employees</p> <p>m) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

## Part B

### Unenforceable Judgement Benefit

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

### Limit of insurance

#### **We will not pay**

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

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

What is covered	What is not covered
This insurance covers	<b>We will not pay the excess(es) shown on <b>your</b> schedule</b>
<p><b>valuables</b> and <b>personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage within the <b>geographical limits</b> shown in the <b>schedule</b></p>	<ul style="list-style-type: none"> <li>a) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould, fungi or frost</li> <li>b) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure</li> <li>c) any amount over £1,500 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b></li> <li>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) for damage to guns caused by rusting or bursting of barrels</li> <li>f) for breakage of any sports equipment whilst in use</li> <li>g) for any loss of or damage to contact, corneal or micro corneal lenses</li> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision</li> <li>i) any amount over £1,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unlocked or unattended and the items were not hidden in; a locked glove compartment, luggage boot and there is evidence of a violent and forcible entry.</li> <li>j) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms unless placed in a locked safe or safety deposit box.</li> <li>K) items not in the custody, care or control of <b>You</b></li> </ul>

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

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

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

**Your** sum insured

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

### **Limit of insurance**

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

## Section six Domestic Freezer Cover

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

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

## Section seven Pedal Cycle cover

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

What is covered	What is not covered
Section two of this insurance extends to cover	<b>We will not pay</b>
the cost of repairing or replacing <b>your</b> pedal cycles following: <ul style="list-style-type: none"> <li>• theft or attempted theft</li> <li>• <b>accidental damage</b></li> </ul> occurring anywhere in the <b>United Kingdom</b>	a) for loss or damage to: <ul style="list-style-type: none"> <li>• tyres,</li> <li>• lamps,</li> <li>• accessories,</li> </ul> unless the cycle is stolen or damaged at the same time  b) for damage from mechanical or electrical faults or breakdown  c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes  d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft  e) any cycle with value in excess of £500

## Limit of insurance

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

## Section eight Money and Credit Card Cover

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

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

Section nine  
Key Cover

KEY PROTECT POLICY WORDING

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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Key Protect insurance administered and managed by Legal Protection Group Limited.

Following loss, theft or accidental damage to the **insured keys** to **your** principal home or vehicle, or where the **insured keys** are locked in **your** principal home or vehicle, this insurance will pay for:

- Repairs to or replacement of keys or locks (*please note that locks will only be replaced as deemed necessary by us*)
- Retrieval of keys locked inside **your** principal home or vehicle
- Car hire or alternative transport
- Overnight accommodation

This is **your** Key Protect policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement and statement of fact. Together these documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the organisation who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium, the **insurer** will pay up to the **limit of indemnity** for **suitable assistance** arising from the **insured incidents** detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements.

**Provided that:**

- (i) *the **insured incident** happens in the **territorial limit**;*
- (ii) *the **insured incident** is reported to **us** upon discovery (and in any event within 30 days from the date **you** first knew about the **insured incident**) and within the **period of insurance**; and*
- (iii) ***you** agree to use an **authorised repairer** selected by **us** and agree to **our** decision on **suitable assistance**.*

## Legal Protection Group Limited Head and Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH

Registered in England and Wales. Legal Protection Group Limited company number 10096688.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

## What to do if you need to make a claim

In the event **your insured keys** are lost, stolen or accidentally broken, or have been locked inside **your** principal home or vehicle, **you** should contact **our** dedicated helpline straightaway on: **0333 015 2932**

This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Alternatively, you can notify claims by email to [complectuskey@legalprotectiongroup.co.uk](mailto:complectuskey@legalprotectiongroup.co.uk).

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

### Please note the following important information:

- a) Be ready to provide your scheme reference number **ALWBTE523**, the full address and postcode of **your** home and location of **your** vehicle and its registration number and supply as much information as possible about what has happened which will help **us** to give the best possible advice and decide on the most appropriate form of assistance. If **we** agree to cover **your** claim, **we** will always appoint an **authorised repairer**.
- b) Under no circumstances should **you** instruct a locksmith or incur any other costs before **we** have agreed to help as the **insurer** will not pay any costs incurred without **our** agreement.
- c) The **authorised repairer** will always aim to carry out repairs within the timescales given to **you** but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let **you** know of any delays as soon as possible.
- d) If the cost of repairs or other forms of assistance are likely to exceed the maximum amount the **insurer** will pay for each **insured incident** (see **Meaning of words and terms – limit of indemnity**), the **authorised repairer** can continue to provide assistance, subject to **your** agreement, but **you** will be responsible for any additional costs.
- e) **We** will not provide cover for any loss, theft or accidental damage to **your insured keys** (including where **your insured keys** are locked inside **your** principal home or vehicle) where this event occurred or was known about before the start date of this insurance or within the first ten days of the start date of this insurance, or is reported to **us** more than 30 days after the date **you** first knew about the claim.
- f) If **we** are unable to cover **your** claim then, subject to the extent of work required, **we** may still be able to arrange for an **authorised repairer** to help but this will be under a separate agreement between **you** and the **authorised repairer** and all costs will be **your** responsibility.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>authorised repairer</b>	An appropriate tradesperson, appointed by <b>us</b> , to repair, retrieve, reconfigure or replace <b>your insured keys</b> with <b>our</b> agreement.
<b>excess</b>	The first £50 of any claim payable by <b>you</b> .
<b>insured incident</b>	An incident or event or the first in a series of incidents or events which leads to a claim under this insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insured keys</b>	Car Keys The manufacturer's mechanical or electronic device used to access and start vehicles owned by <b>you</b> during the <b>period of insurance</b> .  Home Keys The keys used to access <b>your</b> entrance doors at your primary dwelling as declared on <b>your</b> primary insurance schedule, which is solely used for domestic residential purposes.
<b>insurer</b>	Alwyn Insurance Company Limited.
<b>limit of indemnity</b>	The <b>insurer</b> will pay the following amounts (including VAT) per <b>insured incident</b> :  a) for <b>insured incident 1 – Key Repairs and Replacement a), b) and c)</b> up to £1,500 (£50 <b>excess</b> applies) to cover an <b>authorised repairer's</b> call-out charge, labour costs and, where necessary, parts and materials;  b) for <b>insured incident 1 – Key Retrieval d)</b>  up to £100 to cover an <b>authorised repairer's</b> call-out charge, labour costs and, where necessary, parts and materials;  c) for <b>insured incident 2 – Car Hire or Alternative Transport</b> (i) car hire costs of up to £40 per day for up to 3 days' hire; or (ii) alternative transport costs up to £100;  d) for <b>insured incident 3 – Overnight Accommodation</b> up to £120 towards the costs of accommodation on a room-only basis for one night.  The most the <b>insurer</b> will pay in total for all <b>insured incidents</b> arising in any one <b>period of insurance</b> is £1,500.
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for.
<b>suitable assistance</b>	The assistance assessed by <b>us</b> as the most cost effective based on <b>your</b> circumstances at the time of the <b>insured incident</b> .
<b>territorial limit</b>	The United Kingdom of Great Britain and Northern Ireland.
<b>we, us, our</b>	a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> . b) Complectus Ltd, who administer all claims under this insurance on behalf of the <b>insurer</b> .
<b>you, your</b>	The person who has taken out this policy (being the policyholder) and their married or civil partner, provided they permanently live with the policyholder at the address specified in the schedule.

## Insured incidents

### Insured incident 1 – Key Repairs, Replacement and Retrieval

What you are covered for	What you are not covered for
<p>Following loss, theft or accidental damage to <b>your insured keys</b>, we will arrange and the <b>insurer</b> will pay for an <b>authorised repairer</b> to:</p> <ul style="list-style-type: none"> <li>a) repair <b>your insured keys</b>; or</li> <li>b) reconfigure locks where the loss of <b>insured keys</b> presents a security risk; or</li> <li>c) replace <b>insured keys</b> (including any integral alarm or immobiliser fitted by the manufacturer) where reprogramming or repair is not possible; or</li> <li>d) retrieve <b>your insured keys</b> from inside <b>your</b> principal home or vehicle where the <b>insured keys</b> are locked inside <b>your</b> principal home or vehicle and there is no immediate access to a spare set.</li> </ul>	<p>Any claim for <b>insured keys</b>:</p> <ul style="list-style-type: none"> <li>a) for <b>your</b> vehicle where: <ul style="list-style-type: none"> <li>• replacement keys are required but the cost of this exceeds the market value of <b>your</b> vehicle; and/or</li> <li>• <b>your</b> vehicle is registered as off the road (SORN) or <b>you</b> cannot evidence a valid MOT, primary motor insurance or road tax; and/or</li> <li>• <b>your</b> vehicle is fitted with an alarm system by any party other than the vehicle manufacturer.</li> </ul> </li> <li>b) for <b>your</b> principal home where this: <ul style="list-style-type: none"> <li>• has remained unoccupied for the last 30 days in a row; and/or</li> <li>• is not occupied by anybody aged 18 or over when an <b>authorised repairer</b> arrives at <b>your</b> principal home; and/or</li> <li>• is let by <b>you</b> or is not <b>your</b> principal home.</li> </ul> </li> <li>c) for a trailer, caravan, houseboat or park/static home;</li> <li>d) covered by a manufacturer's, supplier's or installer's warranty or guarantee;</li> <li>e) damaged as a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements;</li> <li>f) replaced with a key or lock of a higher specification or standard;</li> <li>g) where repairs or replacement is required due to damage caused by age or natural wear and tear;</li> <li>h) where <b>you</b> have not reported the theft of <b>insured keys</b> to the police within 10 days of the date <b>you</b> should have known about the theft and have not obtained a crime reference number.</li> <li>i) Any claim for the reduction in the value of <b>your</b> vehicle where the loss of value arises, or is alleged to arise, from the replacing of <b>insured keys</b>.</li> </ul>

## Insured incidents (continued)

### Insured incident 2 – Car Hire or Alternative Transport

What you are covered for	What you are not covered for
<p>Following a claim <b>we</b> have agreed to pay under <b>insured incident 1 – Key Repairs, Replacement and Retrieval, we will arrange and the insurer will pay the cost of:</b></p> <ul style="list-style-type: none"><li>a) hiring an equivalent vehicle for up to 3 days; or</li><li>b) alternative transport to continue <b>your</b> journey;</li></ul> <p>while repairs are completed by the <b>authorised repairer</b>.</p>	<ul style="list-style-type: none"><li>a) The cost of fuel or insurance for a hire vehicle.</li><li>b) When alternative transport is made by train, the cost of a first-class ticket.</li><li>c) Car hire or alternative transport costs not authorised by <b>us</b>.</li></ul>

### Insured incident 3 – Overnight Accommodation

What you are covered for	What you are not covered for
<p>Following a claim <b>we</b> have agreed to pay under <b>insured incident 1 – Key Repairs, Replacement and Retrieval, we will arrange and the insurer will pay for one night's alternative accommodation for <b>you</b> and <b>your</b> passengers on a room-only basis while repairs are completed by the <b>authorised repairer</b>.</b></p>	<ul style="list-style-type: none"><li>a) The cost of food, drinks, telephone calls or other incidentals.</li><li>b) Accommodation charges not authorised by <b>us</b>.</li></ul>

## General exclusions applying to the whole policy

There is no cover for:

**1) Claims arising outside the period of insurance, within the first 10 days or notified more than 30 days ago**

Any claim where the loss (including where **your insured keys** are locked in **your** principal home or vehicle), theft or accidental damage to **your insured keys** happened:

- a) before the start date, or after the expiry date, of the **period of insurance**; or
- b) within the first ten days of the first **period of insurance** (this does not apply where **you** have held continuous equivalent insurance with another provider which expired immediately before this insurance started); or
- c) the Legal side more than 30 days before the date **you** reported the claim to **us**.

**2) Costs incurred and action taken which we have not authorised**

a) Any costs incurred:

- (i) before **we** have been notified of a claim; and/or
- (ii) which **we** have not authorised or for work which has not been carried out by an **authorised repairer**.

b) Any action taken by **you** which **we** or the **authorised repairer** have not agreed to.

**3) Losses not directly covered**

Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.

**4) Criminal or wilful acts**

Any claim resulting from a criminal act or omission by **you** or an act which is wilfully carried out and the outcome of which is consciously intended by **you**.

**5) Health and safety and restricted access**

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an **approved repairer**. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

**6) War, terrorism, radioactive contamination and pressure waves**

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

## General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim or cancelling this insurance (please refer to **condition 8**).

### 1) Your obligations

You must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent a claim from occurring under this policy and to avoid incurring any unnecessary costs;
- c) co-operate fully with **us** and the **authorised repairer** and provide honest and accurate information at all times;
- d) accept **our** or the **authorised repairer's** decision on the provision of **suitable assistance**.

### 2) Our rights

We can:

- a) reclaim any amounts the **insurer** has paid for a claim from **you** if it is subsequently established that the claim was not covered by this insurance;
- b) pursue another party (who is not covered by this insurance) to recover amounts paid by the **insurer** if **we** believe that party to be responsible for the claim. In these circumstances, **you** must allow **us** to take over and conduct any claim in **your** name and **you** must also provide **us** with any help and information **we** need.

### 3) Liability for disruption in service

**We** and an **authorised repairer** will make every effort to provide the claims services described in this policy but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **our** or the **authorised repairer's** reasonable control, such as severe weather conditions.

### 4) Parts availability

- a) Where an **authorised repairer** does not carry the spare parts needed for repairs, **we** or the **authorised repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **our** or the **authorised repairer's** control.
- b) In order to respond to each claim as quickly as possible, the spare or replacement parts used by the **authorised repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

### 5) Other insurance and apportionment of costs

If any costs covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 6) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

### 7) Your cancellation rights

#### a) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the organisation who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance during the current **period of insurance**.

#### b) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the organisation who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the organisation who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

## General conditions applying to the whole policy (continued)

### 8) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to, **you** failing to co-operate with **us** or an **authorised repairer** where this failure significantly hinders **our** ability to deal with a claim or administer this insurance.

#### b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or an **authorised repairer** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any costs paid in respect of that claim which the **insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 9) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 10) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission

### The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without their consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

**You** have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH**

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong.

**We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** 0333 700 1040 (lines are open Monday to Friday 9am to 5pm)
- **Post:** Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, RudgeWay, Bristol BS35 3QH

#### As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a service provider, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

#### After we have investigated the complaint:

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### If we cannot resolve the complaint within 4 weeks:

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

#### If we cannot resolve the complaint within 8 weeks:

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones)
- **Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important:** This complaints notification procedure does not affect your right to take legal action

## Section 10. 24/7 Legal Advice Helpline and Identity Theft cover

The 24/7 Free Legal Advice Service and Identity Theft section of cover has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

Financial and Legal Insurance Company Limited have appointed Lexelle Limited to administer section 10 of **your** insurance. Lexelle Limited are authorised and regulated by the Financial Conduct Authority, register number 312782.

Lexelle Limited can be contacted at:

Lexelle Limited  
PO Box 4428  
Sheffield  
S9 9DD  
Tel: 0114 250 3107  
Email: [assist@lexelle.com](mailto:assist@lexelle.com)

**You** should contact them if **you** have any questions about section 10 of **your** insurance

### Definitions of terms used (when displayed in bold font in this section of cover)

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

#### **Administrator**

Lexelle Limited

#### **Free legal advice**

Initial verbal **legal advice** over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

#### **Insured**

The person named in the **schedule** to this Policy.

#### **Legal advice**

Means any advice provided by **our** or the **administrator's** in-house legal advisors to assist **you** in **your claim**.

#### **Principal home**

The property identified in the **schedule** to this policy and where **you** are listed on the electoral roll.

#### **Schedule**

The document that shows **your** details and the insurance provided that forms part of this contract of insurance.

#### **We, Us, Our, Insurer**

Financial & Legal Insurance Company Limited

#### **You, your**

The person named as the **insured** in the **schedule** to this policy or any member **of your** family (including civil partners and children for whom **you** or **your** spouse/civil partner are the legal guardian) permanently residing with **you** at the **principal home**.

## 24/7 Free legal advice service

### Guidance notes

*This section of your policy provides a 24/7 free legal advice service over the telephone, this service is only available for legal issues falling under the jurisdiction of the courts of England, Wales, Scotland & Northern Ireland.*

### Service Provision

The helpline only provides **free legal advice** for **your** personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist **you** to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The **free legal advice** helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 **free legal advice** helpline, **you** must have **your** policy number and name of the organisation who sold **you** this insurance and call **Tel: 0333 400 8217**

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

Using the helpline service, does not constitute notification of a claim which must not be delayed whilst using the **free legal advice** helpline. Please refer to the "Telling us about a claim" section described on page 3 above, delays in making a claim may reduce or prevent **you** from receiving assistance under the policy.

**You** must not rely on the **free legal advice** instead of reporting a claim.

**We** cannot be held responsible if any of the Helpline Services become unavailable for reasons outside of **our** control.

The **free legal advice** cannot assist with matters that would fall outside of the following jurisdictions: England & Wales, Scotland or Northern Ireland.

### Identity Theft

#### Guidance notes

*This section of your policy provides cover to reimburse you for reasonable costs you may incur that are caused by another party stealing and using your Identity.*

### What is Insured?

This section of **your** policy provides cover to reimburse the reasonable costs **you** incur whilst reinstating and correcting any wrongful debt or data recorded against **you** caused by another party not authorised to act on **your** behalf stealing and using **your** identity.

Where **your** identity has been used by another person without **your** authority or knowledge, which has resulted in **you** allegedly being responsible for debt, financial loss or it effects **your** credit rating **we** will:

- Reimburse **your** costs reasonably incurred in resolving the issues up to the maximum sum of £5,000 (costs will need to be evidenced e.g. via bills or invoices).

**You** must obtain **our** agreement prior to incurring any costs in excess of £250.

**We** will pay **your** lost salary or wages for the time that **you** are unable to work whilst attending court or the Police, that are not payable by or recoverable from the court or **your** employer. Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **we** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250<sup>th</sup> of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings;

In any event **we** will not pay more than £100 a day.

### Conditions Relating to Identity Theft

Failure to adhere to the follow may result in **your claim** for cover under the Identity Theft being rejected:

Within 24 hours of discovering **your** identify has/may have been stolen **you** must:

- i. contact all **your** bank or other financial institution/payment or credit card providers to inform of the theft/potential theft
- ii. cancel all affected payment/credit cards
- iii. freeze any affected account and cancel any connected cards
- iv. report the matter to the police and obtain a crime reference number
- v. take all reasonable steps to minimise any loss or further damage to **your** identity/credit rating or potential liability

### What is not Insured?

- a) Where the identity theft relates to **your** business, profession or occupation;
- b) Correcting errors in **your** personal data not caused by the theft of **your** identity;
- c) There is no cover for lost income or other losses suffered by a business or a self-employed person;
- d) There is no cover for loss of bonus or overtime;
- e) Where the matter has been caused by **your** failure to safeguard personal information, PIN numbers or passwords, this includes where **you** pass such information to the identity thief via email, or telephone.

### How to make a claim under section 10.

For 24/7 Free Legal Advice Service please call 0333 400 8217

For Identity Theft, please contact

Lexelle Limited

PO Box 4428

Sheffield

S9 9DD

Telephone: 0114 350 4107

Email: [assist@lexelle.com](mailto:assist@lexelle.com)

**You** must supply the administrator with a complete and truthful report of the facts giving rise to **your** claim, details of any potential witnesses, and provide the administrator with any documentary evidence in support of **your** claim. **You** may report **your** claim by telephone or in writing, using the contact details set out above.

### Important information about your insurance with us

#### Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "you/your" in this notice.

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

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

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

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

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **Financial & Legal Insurance Company Limited's full privacy notice**

This notice explains the most important aspects of how **we** use **your** data. You can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

### **Financial Services Compensation Scheme**

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

## Endorsements

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

### 1. Alarm clause:

This insurance does not cover theft:

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

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

and

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

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

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

### 3. Business use extension clause:

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

### 4. Climatic conditions clause:

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

### 5. Contractors exclusion clause:

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

### 6. Flood exclusion clause:

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

### 7. Hotel and motel clause:

This insurance does not cover theft or disappearance of Jewellery (including watches) from hotel or motel rooms during **your** absence from such rooms Unless the Jewellery was kept in a locked safe and there is evidence of violent or forcible entry into the safe.

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

## 8. Index-linking clause

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

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

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

## 9. Jewellery clause:

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

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

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

## 10. Keys clause:

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

## 11. Minimum security clause:

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

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

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

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

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

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

## 12. Second Home clause:

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

## 13. Musical instruments clause:

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

#### 14. Non-Standard construction clause:

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

#### 15. Premium finance cancellation clause:

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

#### 16. Protections clause:

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

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

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

#### 17. Safe clause:

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

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

#### 18. Stamp clause:

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

#### Special Claims requirement

You are required to provide satisfactory evidence of the ownership and prior condition of the lost or damaged stamps.

#### 19. Subsidence, heave or landslip exclusion clause:

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

#### 20. Theft limitation clause:

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

#### 21. Unattended vehicles clause:

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

## 22. Unoccupancy clause:

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

During the period 1st of October to 31st March:

- all main water and gas supplies must be turned off and drained from the system or appliance or
- the central-heating system must be kept running to maintain a minimum temperature of 55°F (15°C);

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

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

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

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

## 23. Change of Occupancy clause:

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

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

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

## 24. Wine clause:

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

This insurance excludes:

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

It is warranted and so is a strict obligation 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 **Policy** 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 **Policy** may become invalid in respect of loss or damage caused by fire or smoke.

## 27. Limited Occupancy clause:

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

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

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

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

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

## 28. Flat Roof clause:

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

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

## 29. Electrical Wiring clause:

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

### 31. Bed and Breakfast clause:

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

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

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

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

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

### 32. Lodgers clause:

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

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

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

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

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

### 33. Holiday Home clause:

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

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

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

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

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

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

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

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

**34. Limitation of Cover clause:**

Any cover granted in respect of Sections 1 and 2 is now limited to fire, lightning, explosion, aircraft and impact only and Section 4 legal liability to the public in respect of the **home** as stated in the schedule.

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

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

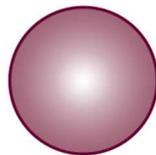
This insurance does not cover loss of or damage to specified items shown in **your schedule** that have a value of more than £3,000 unless **you** can provide **us** with a copy of the original purchase receipt or an official valuation of the item which is no more than 3 years old at the time **you**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

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

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

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

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



**Paragon**

Paragon Car Ltd

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