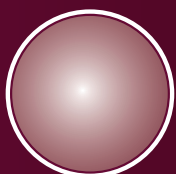


# Noble

## Home and Contents Insurance



**Paragon**

Policy Booklet

## Contents

|  |         |
|--|---------|
| Introduction to your Home Insurance policy                                   | Page 1  |
| Telling us about a claim   | Page 4  |
| Notification of changes which may affect your insurance – keeping us updated | Page 5  |
| How we use your data   | Page 7  |
| Fair Processing Notice   | Page 8  |
| Definitions  | Page 11 |
| Insurance provided – cover options   | Page 14 |
| Section 1 – Buildings  | Page 15 |
| Section 2 – Accidental damage to buildings                                   | Page 20 |
| Section 3 – Contents   | Page 23 |
| Section 4 – Accidental damage to contents                                    | Page 30 |
| Section 5 – Personal possessions outside the home                            | Page 33 |
| Section 6 – Key cover  | Page 38 |
| General terms and conditions   | Page 44 |
| General exceptions   | Page 47 |
| Cancellation   | Page 49 |
| What to do if you have a complaint   | Page 50 |

# Paragon Noble Home Policy

## Home and Key Cover Insurance Policy

### Introduction

This policy wording is evidence of a legally binding contract of insurance between **you** (the insured) and the **Insurer Trafalgar Insurance Company Limited** in respect of sections 1 to 5 and **Inter Partner Assistance SA (IPA)** which is fully owned by AXA Assistance Group in respect of section 6. The **Insurers** rely upon:

The information **you** provided, or which has been provided on **your** behalf when **you** took out insurance with the **Insurer**.

Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

This policy wording, the **schedule**, any endorsements applying to the cover.

Any changes to **your** home insurance policy contained in notices issued by the **Insurer** at renewal.

**You** must read this policy wording and **schedule** together. The **schedule** tells **you** which sections of the policy wording apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want and keep them safe.

The **Insurers** agree to insure **you** under the terms, conditions and exceptions contained in this policy wording or in any **clauses** applying to this policy wording. The insurance provided by the policy wording covers loss or damage that may occur within the United Kingdom: Great Britain, Northern Ireland, Isle of Man and the Channel Islands during any **period of insurance** for which **you** have paid or agreed to pay the premium.

The provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions, exceptions, and **clauses** of this policy.

Nobody other than **you** (the insured) and **Paragon Car Ltd** on behalf of **Trafalgar Insurance Company Limited** has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

This policy will be governed by English law, and **you** and **The Insurer** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless you are resident in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **you** and **us**.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and the **Insurers** undertake to communicate in this language for the duration of the policy.

For customers with disabilities, this policy and other associated documentation are also available in large print. Please contact the **administrator** if you require assistance.

## Guidance notes

*The guidance notes that are included throughout the policy wording are to help **you** understand this insurance. They do not form part of the contract of insurance between **you** and the **Insurer**. They should be read in conjunction with the full text of **your** policy wording.*

## Your insurance intermediary

**Your** insurance has been arranged with and placed by **Paragon Car Ltd** by an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA). Throughout this policy document they are referred to as **your** insurance intermediary or the firm that arranged **your** insurance through **Paragon Car Ltd**. They have been approved and appointed by **Paragon Car Ltd**

## The parties involved in your insurance (sections 1 to 5)

**Your** Policy (Sections 1-5) is arranged and administered by **Paragon Car Ltd** on behalf of the **Insurer, Trafalgar Insurance Company Limited**, who are who are registered in Guernsey (Company registration number: 54460).

**Paragon Car Ltd.** is 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 and is authorised and regulated by the Financial Conduct Authority (FRN 312028).

**Trafalgar Insurance Company Limited** is authorised and regulated by the Guernsey Financial Services Commission under the Insurance Business (Bailiwick of Guernsey) Law 2002, as amended. Registered Office: Town Mills, Rue du Pre, St. Peter Port, Guernsey GY16HS.

These parties can be checked on the GFSC Register [www.gfsc.gg/commission/regulated-entities](http://www.gfsc.gg/commission/regulated-entities)

Throughout this policy document **Paragon Car Ltd** is referred to as the **administrator**.

The **administrator** can be contacted at:

Paragon Car Ltd.  
1st Floor Jupiter House,  
Orbital One,  
Green Street Green Road,  
Dartford,  
Kent,  
DA1 1QG.

**You** should contact the insurance intermediary that arranged **your** insurance through the **administrator** if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

The firm appointed as **your claims service provider** for sections 1 to 5 is:

Charles Taylor General Adjusting Services  
Unit 3 St. Philipp's Courtyard,  
Church Hill,  
Coleshill,  
Birmingham,  
B46 3AD

Dedicated Claims line  
(Business & Out of Hours): **01675 466558**  
Email: [trafalgarclaims@ctplc.com](mailto:trafalgarclaims@ctplc.com)

**You** should contact them if **you** need to make a claim or to report an incident that may give rise to a claim under sections 1 to 5 of this insurance.

Charles Taylor General Adjusting Services will deal with **your** claim as quickly and fairly as possible. Please read the General exceptions and General terms and conditions in this policy wording.

If **you** are unhappy with the way the **claims service provider** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'What to do if you have a complaint' section of the policy.

### **The parties involved in your insurance (section 6)**

**Complectus Limited** will administer section 6 of **your** insurance.

They can be contacted at:

The Courtyard  
High Street  
Ascot  
Berkshire  
SL5 7HP

Telephone: **0345 607 5329**

**You** should contact **Complectus Limited** if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

**Complectus Limited** will also deal with any claims **you** notify under section 6 of **your** insurance.

Please use the same contact details as set out above. **You** should contact **Complectus Limited** there if **you** need to make a claim or to report an incident that may give rise to a claim under section 6 of this insurance.

**Complectus Limited** will deal with **your** claim as quickly and as possible. **Complectus Limited** may appoint an **authorised representative** to assist with **your** claim.

Please read the General exceptions and General terms and conditions in this policy wording.

If **you** are unhappy with the way **Complectus Limited** or the **authorised representative** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'Complaints' section of the policy.

## Your Insurer

Your insurer is Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

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

You can check this on the Financial Services Register by visiting the Website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Telling us about a claim

If you fail to tell Complectus Limited or you delay telling Complectus Limited about an incident that may lead to a claim and this increases the claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.

## How to notify a claim (sections 1 to 5 of this insurance)

You should contact the **claims service provider** if you need to make a claim or to report an incident that may give rise to a claim.

**Telephone: 01675 466558**

It's important you have the right information available before you contact them, including your policy number and a contact telephone number.

You may be asked to provide photos of damaged items or showing the extent of damage and explain the location of the loss or damage.

You may be asked for receipts, quotes or invoices where appropriate.

You must tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number.

Please see item 3 in General terms and conditions for more information on what you must do.

## How to notify a claim (section 6 of this insurance)

If you need to make a claim, please contact:

**Telephone: 0345 607 5329**

You must supply the **claims service provider** with a complete and truthful report of the facts giving rise to your claim, details of any potential witnesses, and provide 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.

The **claims service provider** will make a preliminary assessment of the merits of your claim. If they decide that your claim appears to be covered by your policy and there is a **reasonable prospect of success**, they will appoint an **authorised representative** to act on your behalf in respect of your claim.

If the **claims service provider** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or decide your claim does not appear to have a **reasonable prospect of success**; then the **claims service provider** will tell you, and if requested by you provide confirmation in writing.

If you accept that advice, your entitlement to payment under this policy for your claim is at an end and the **Insurer** will be discharged from any liability to you in respect of that claim.

If **you** do not accept the advice, the **administrator** will instruct another **authorised representative** to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **your claim** does not have **reasonable prospect of success**, the **Insurer** will not be liable to pay **you** anything under the terms of this policy for that claim. If the alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, the **Insurer** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

The **Insurer** will take over and conduct any **civil claim** for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by the **administrator** will act on **your** behalf and **you** must accept the nomination. If ~~we~~ the **Insurer** agrees **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however **you** must obtain the written agreement of the **Insurer** for them to become **your authorised representative**. That agreement shall not be unreasonably withheld however the **Insurer** will only pay **professional fees** up to the amount that the **Insurer** would have paid an **authorised representative** appointed by the **administrator**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then the **Insurer** will not pay **you** anything under the terms of this policy and their liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by the **administrator**, they are appointed in the performance of the **Insurer** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and the **Insurer** will require them to comply with the **authorised representative's** obligations set out in this policy.

The **Insurer** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If the **Insurer** considers that **your claim** should be pursued by some means other than by **legal proceedings**, the **Insurer** will tell **you** in writing.

### **Notification of changes which may affect your insurance – keeping us updated**

**You** should keep a complete record of all information **you** supplied to the insurance intermediary that arranged **your** insurance through the **administrator** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy wording and the **schedule** (which may make reference to **clauses**) very carefully. **You** should pay special attention to the General exceptions and General terms and conditions of this policy wording.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the insurance intermediary that arranged **your** insurance immediately.

**If you fail to notify a claim in accordance with the instructions provided or you delay reporting an incident that may lead to a claim and this increases the Insurer claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.**

### **Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015**

**You** are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **you** were asked at the time of arranging this insurance. It is important that **you** check **your** records for the information **you** have provided and notify your insurance intermediary immediately of any changes or inaccuracies in these details.

Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers. **You** are also required to update the **Insurer** with any changes to the information **you** provided at the time you asked **Insurers** to insure **you**.

When **you** tell the **Insurer** about these changes, they may adjust the premium. If **you** do not tell the **Insurer** about these changes or inaccuracies, this may result in refusal of a claim or **your** policy being cancelled and may affect **your** ability to gain insurance from other insurers.

The changes **you** are required to notify the **Insurer** of include but are not limited to the following:

- Any intended alteration to, extension to or renovation of **your** property. However, **you** do not need to include internal alterations to **your** property unless **you** are creating an additional bedroom, bathroom, or shower room.
- Any change to the people insured or to be insured, including their occupation.
- Any change or addition to the contents of the property to be insured that results in the need to increase the sums insured.
- If **your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work).
- If **your** property is to be left **unoccupied** for any continuous period exceeding 30 days: or
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of an offence (other than motoring offences);
- A change of name or title.

This is not a full list and if **you** are in any doubt **you** should advise **your** insurance intermediary for **your** own protection. If **you** do not tell the **Insurer** about changes, **your** insurance may not cover **you** fully or at all.

When **you** inform the **Insurer** of a change they will tell **you** if this affects **your** policy, for example whether they are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

### **How the Insurer will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015**

Claims where **you** have not disclosed, or **you** have misrepresented but the **Insurer** deems this was not deliberate or reckless:

- Where a higher premium would have been charged, the **Insurer** will reduce the amount of the claim settlement proportionate to the premium they would have charged had the circumstances been disclosed.
- Where additional terms would have been imposed by the **Insurer** (other than terms relating to premium), they will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty.
- Where the **Insurer** would not have entered the insurance contract at all they can treat the insurance as void and cancel **your** policy as if it never existed from inception and refuse to pay all claims.
- The **Insurer** will return the premium **you** have paid to **you** unless there is another reason why they should retain it. See Cancellation section of **your** policy.

Claims where the **Insurer** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- The **Insurer** will have the option to treat the insurance as void (**they** can cancel **your** policy from inception and treat the insurance as though it had never existed).
- The **Insurer** can retain the full premium even if **you** have not paid **us** the premium in full, the **Insurer** shall be entitled to collect it from **you**.

### **Fraudulent claims**

The **Insurer** will not pay claims where **you** have committed fraud in relation to a claim on this policy. The **Insurer** may also cancel the policy and any other policies **you** have with, the **Insurer** from the date the fraud occurred.

The **Insurer** may also choose not to refund the premium based on fraud; this will depend on the specific circumstances of the claim.



## How We Use Your Data

### Data Protection

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

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

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

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

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

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

### Credit Searches or Third-Party Information Sources

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

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

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

## Fair Processing Notice (FPN)

### Use of personal information

To provide our services as an insurer, **Trafalgar Insurance Company Limited** will collect and use information about you or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data such as information relating to criminal convictions and offences. The purposes for which we use personal data may include evaluating your insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and debt recovery.

More information about our use of personal data is set out in the Trafalgar Insurance Privacy Notice (Privacy & Your Personal Information) which can be found on our website [www.trafalgarinsurance.gg](http://www.trafalgarinsurance.gg) alternatively you may also request a copy of the Privacy Notice by contacting the Data Protection officer at **Trafalgar Insurance Company Limited**, Town Mills, Rue Du Pre, St. Peter Port, Guernsey, GY1 6HS. We recommend that you review this notice.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, solicitors, administration service providers, the police and other law enforcement agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If you require details of the third parties your data has been passed to and how this information is used please contact the Data Protection Officer at the address above.

Guernsey is not within the European Economic Area (EEA), but has a robust and effective regulatory framework. **Trafalgar Insurance Company Limited** is required to comply with the EU General Data Protection Regulation (GDPR) when handling the personal data of European Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-EU citizen.

### Use of personal data for which consent is required

In some circumstances, we (and other insurance market participants) may need to collect and use special categories of personal data (e.g. information relating to criminal convictions and offences). Where this is required, unless another ground applies, consent to this processing is necessary for us to provide relevant services. Although consent may be withdrawn at any time, this may mean we are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where you are providing us with personal data about a person other than yourself, you agree to provide this notice to them and confirm that you have obtained their consent as outlined here.

### Security

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. All information you provide to us is stored on our secure servers. Where our service administrator has given you (or where you have chosen) a password, you are responsible for keeping this password confidential. We restrict access to your information as appropriate within **Trafalgar Insurance Company Ltd** to those who need to know that information for the purposes set out above.

## Information on products and services

The **Insurer** may use the details **you** have provided to send **you** information about other products and services or to carry out research. The **Insurer** may contact **you** by letter, telephone, or e-mail. Please be reassured that they will not make **your** personal details available to any companies other than those that are contracted by, the **Insurer** to provide services relating to **your** insurance with, the **Insurer**. If **you** would prefer not to receive information from, the **Insurer** or those companies who provide services on behalf of the **Insurer**, simply write to the **administrator**.

## Fraud prevention, detection, and claims history

Under the conditions of **your** policy **you** must tell, the **Insurer** about any insurance related incidents (such as loss, damage, theft) whether or not they give rise to a claim. When **you** tell, the **Insurer** about an incident, they may pass information relating to it to industry databases.

The **Insurer** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of **renewal** to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

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

- Share information about **you** with other organisations and public bodies including the police.
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give, the **Insurer** false or inaccurate information and they suspect fraud, they will record this. The **Insurer** and other organisations may also search these agencies and databases to:
  - help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household.
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies.
  - check **your** identity to prevent money laundering unless **you** furnish **us** with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

## Industry agencies and databases

The **Insurer** passes information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. (IDS Ltd.) The aim is to help, the **Insurer** to check information provided by **you** and to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this policy.

The **Insurer** will pass any information relating to any incident which may or may not give rise to a claim under this policy and which **you** have to notify, the **Insurer** of in accordance with the terms and conditions of this policy, to the relevant registers.

## Other insurers

The **Insurer** may pass information about **you** and this policy to other insurance companies with which they either reinsure **your** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice.

These companies will usually be in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, the **Insurer** will make sure they comply with the same standards of data security as though they were located inside the EEA.

## Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- Law enforcement agencies may access and use this information.

The **Insurer** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

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

Please contact the **administrator** if **you** want to receive details of the relevant fraud prevention agencies.

The **Insurer** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### **Telephone recording and document management**

For **our** joint protection telephone calls may be recorded and monitored by the insurance intermediary that arranged **your** insurance, the **administrator** and by the **Insurer**.

The **Insurer**, the **administrator**, or any other service providers appointed by, the **Insurer** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same right as the original.

## **Our service commitment**

### **Customer feedback**

If **you** have any suggestions or comments about how the insurance intermediary that arranged **your** insurance with, the **Insurer**, through the **administrator** can improve the cover or the service provided by either party, please write to the **administrator**.

The **administrator** and the **Insurer** welcome feedback to enable them to improve products and services.

In the event that your insurance intermediary is unable to continue to trade with the **administrator** because they have ceased to trade through bankruptcy or liquidation, or in the event that their relevant FCA authorisation is revoked, the **administrator** reserves the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to the **administrator**.

## Definitions of terms used (when displayed in bold font in this policy wording)

### Guidance notes

*The words or phrases shown below have the same meaning wherever they appear in this policy wording (in bold text) and your schedule and any clauses endorsed on the schedule.*

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

#### **Administrator**

The firm appointed by the **Insurer** to administer sections 1 to 5 of this insurance on **our** behalf.

#### **Accidental damage**

Damage caused suddenly and unexpectedly by an outside force.

#### **Authorised representative**

An appropriately qualified professional person or firm appointed by the **administrator** to act on **your** behalf when a claim is made under section 6 of this insurance.

#### **Building(s)**

- The **home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the **home**.
- Fixtures, fittings and decorations.

These must all be at the address shown on **your schedule**.

#### **Civil claim**

A dispute in relation to **your** contractual, common law and statutory rights for which **you** are pursuing a remedy.

#### **Claims service provider**

The firm appointed by the **Insurer** to handle and settle claims made under sections 1 to 5 of **your** insurance. **You** must notify claims to them and contact them with any questions relating to **your** claim.

#### **Clause(s)**

Changes to the terms of **your** policy. These are shown on **your schedule** as endorsements.

#### **Contents**

Household items (including **personal money**, **valuables** and **home office equipment** and **personal belongings** up to the limits shown on **your schedule**) that:

- **You** own.
- **You** are legally responsible for (but not landlords' contents);
- Belong to **domestic employees** who live with **you**.

This includes **personal belongings** of visitors to the **home**.

#### **Defendant's costs**

Legal costs and expenses **you** are ordered to pay to another party that can be enforced against **you** in making a **civil claim** that has been pursued under this policy.

#### **Domestic employee(s)**

A person employed by **you** to carry out domestic duties in connection with **your home** and its land, and not employed by **you** in any capacity in connection with any other business, trade or profession.

#### **Domestic animals**

Cats and dogs and any small caged birds or animals normally kept in or within the boundaries of the **home**.

#### **Excess**

The amount **you** will have to pay towards each separate claim.

## Heave

Expansion or swelling of the land beneath the **buildings** resulting in upwards movement.

## Home

The house or flat and its **outbuildings**, at the address shown on **your schedule**, all used for domestic purposes only. Unless described differently by an endorsement shown on **your schedule**, the house or flat must be:

- Built of brick, stone or concrete; and
- Roofed with slates, tiles, asphalt, metal or concrete; and
- No more than 25% of the total external roof area either flat or covered with asphalt/felt.
- **Your** primary or principal residence and where **you** are listed on the electoral roll.

## Home office equipment

Office furniture, computers and other keyboard-based office equipment, printers, fax machines, photocopiers, telephones, and answerphones that **you** own or are legally responsible for and used for business or professional purposes.

## Landslip

Movement of land down a slope.

## LEA

The local education authority covering the location of **your home** and where **you** must be registered on the electoral roll.

## Legal advice

Means any advice provided by **Insurer** legal advisors to assist **you** in **your claim**.

## Legal assistance

Actions taken by an **authorised representative** whilst pursuing **your claim** accepted under this policy including their **professional fees**.

## Legal proceedings

A claim for damages or compensation pursued in a court of law within the United Kingdom.

## Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- 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.
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- Golf trolleys.
- Toys and models controlled by a pedestrian.
- Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules) for more information).

## Outbuildings

Garages, cart lodges, stables, workshops, sheds, summer houses, green houses, and similar buildings all within the boundaries of the **home** but not necessarily forming part of the **home** itself.

## Period of Insurance

The period covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

## Personal belongings

Luggage, clothing, jewellery, watches, furs, binoculars, spectacles, sports, musical and photographic equipment, musical instruments, and items which **you** normally wear, or carry with **you**, but excluding **personal money**, cycles, mobile phones, and tablets. All items must belong to **you** or be **your** legal responsibility.

## Personal money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques, and phone cards, all held for social, domestic, or charitable purposes.

### **Professional fees**

Fees or costs reasonably incurred by the **authorised representative**, with prior authority of the **Insurer**. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **authorised representative**; and that prior permission of the **Insurer** has been obtained prior to incurring any disbursements.

### **Reasonable prospect of success**

The matter falling within the cover provided by section 6 items 1 to 9 of this insurance has a greater chance than not of being wholly successful at the time of reporting **your claim** and, throughout the conduct of **your claim**.

### **Rehabilitation treatment**

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Counsel and recommended by a qualified medical practitioner and **us and** requested by **your authorised representative**.

### **Schedule**

The document which gives details of the cover and **sum insured** limits **you** have.

### **Settlement**

Downward movement of the land beneath the **buildings** because of compaction due to the weight of the **buildings**.

### **Small claim(s)**

A claim for damages or compensation which is or may if **legal proceedings** are issued be allocated to the **small claim's** jurisdiction of the courts of England and Wales or the equivalent in Scotland, Northern Ireland, Isle of Man or the Channel Islands.

### **Storm**

An unusual Weather event with persistent high winds usually associated with rain, thunder, lightning, or snow. (The wind speed or gust should normally exceed 55mph (48 knots) to be a storm but the **Insurer** may take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, Wear and tear or which happens gradually is not covered).

### **Strict liability**

A criminal offence that **you** committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent to obtain a conviction (*mens rea*).

### **Subsidence**

Downward movement of the land beneath the **buildings** that is not because of **settlement**.

### **Sum Insured**

The amount shown on **your schedule** as the most the **Insurer** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **clause**.

### **Unoccupied**

Not lived in by **you** or anyone who has **your** permission for a continuous period exceeding 30 days; or a total of 90 or more days during the **period of insurance**; or does not contain enough furniture for living purposes.

### **Valuables**

Stamp, coin or medal collections, antique clocks, pictures, other works of art, curios, items of gold, silver or any other precious metal, gemstones, jewellery, watches, and furs.

### **Insurer, their**

**Trafalgar Insurance Company Limited** **your** insurers in respect of Sections 1 – 5.

### **You, your**

The person(s) named on **your schedule**, their domestic partner, and members of their family (or families) who are normally living with them.

### **Your claim**

A claim for costs, **defendant's costs**, **legal assistance**, or **legal advice** covered under section 6 items 1 to 9 of this insurance.

## Insurance provided – cover options

### Guidance notes

This part of **your** policy shows the different sections that are available and that **you** can select.

Some things are not covered by insurance. In the same way that car insurance doesn't pay to repair your car if it rusts or breaks down, this policy won't cover wear or tear, ageing or breakdowns. **This insurance is not a maintenance contract.**

The sections of this insurance that are available are shown in the table below:

| Section | Cover                                     | Standard | Plus |
|---------|---|----------|------|
| 1       | Buildings                                 | Yes      | Yes  |
| 2       | Accidental damage to buildings            | No       | Yes  |
| 3       | Contents in the home                      | Yes      | Yes  |
| 4       | Accidental damage to contents in the home | No       | Yes  |
| 5       | Personal possessions outside the home     | Yes      | Yes  |
| 6       | Key Cover                                 | Yes      | Yes  |

The cover the **Insurer** provides under each section is set out in detail under sections 1 to 6 below, so are the conditions applying to each section.

The sections **you** are covered for under this insurance are shown on **your schedule**. Cover is subject to change by any **clauses** shown on **your schedule**. Please read **your schedule** in conjunction with this policy booklet.

The General exceptions and General terms and conditions of this insurance policy apply to all sections of policy cover.



## Section 1. Buildings

### Guidance notes

*This section of **your** policy provides cover for loss or damage to your buildings. It explains what is and is not covered.*

This section only applies when shown on **your schedule** as insured.

The **Insurer** will provide cover for loss of or damage to the **buildings** caused by any of the following items:

### What is covered under items 1 and 2

1. Fire, explosion, lightning, earthquake.
2. Smoke.

### What is not covered under item 2

The **Insurer** will not cover loss or damage that happens gradually.

### What is covered under item 3

3. **Storm** or flood.

### What is not covered under item 3

The **Insurer** will not cover loss or damage:

- Caused by frost.
- Caused by storm to fences, gates, and hedges.
- That happens gradually.

### What is covered under items 4 and 5

4. Riot, civil unrest, strikes, or labour or political disturbances.
5. Malicious people or vandals.

### What is not covered under items 4 and 5

Under item 5 the **Insurer** will not cover loss or damage:

- Caused by paying guests, tenants, or **you**.
- That happens after the **home** has been left **unoccupied**.

### What is covered under item 6

6. Being hit by:
  - Aircraft or other flying objects or anything falling from them.
  - Vehicles or animals.

### What is covered under item 7 and 8

7. Water escaping from water tanks, pipes, equipment, or fixing heating systems.
8. Water freezing in tanks, equipment, or pipes.

### What is not covered under items 7 and 8

The **Insurer** will not cover loss or damage:

- That happens after the **home** has been left **unoccupied**.
- To solid floors caused by infill materials settling, swelling, or shrinking because of water escaping from the **home**.
- By **subsidence, heave** or **landslip** caused by water escaping.
- Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

### What is covered under item 9

9. Domestic heating oil and loss of metered water.

The **Insurer** will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment, or fixing heating systems.

The **Insurer** will provide cover for loss or damage arising from pollution or contamination of land at the **home** caused by oil leaking from a domestic heating oil installation at the **home**.

The most the **Insurer** will pay for any one claim under the policy is up to £1,500.

### What is not covered under item 9

The **Insurer** will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Accidental loss of metered water (e.g. accidentally leaving a tap running).
- Loss or damage that happens gradually.

### What is covered under item 10

10. Theft or attempted theft.

### What is not covered under item 10

The **Insurer** will not cover loss or damage:

- Caused by paying guests, tenants, or **you**.
- That happens after the **home** has been left **unoccupied**.

### What is covered under item 11

11. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

### What is covered under item 12

12. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.

### What is not covered under item 12

The **Insurer** will not cover:

- Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless the **Insurer** also accepts a claim for **subsidence, heave** or **landslip** damage to the **home**;

- Damage if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence, heave or landslip**, unless **you** told the **Insurer** about this and the **Insurer** accepted it.
- Damage caused by riverbank or coastal erosion;
- Damage to solid floors caused by infill materials settling, swelling or shrinking;
- Damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**;
- Damage caused by faulty or unsuitable materials, design or poor workmanship.

### What is covered under item 13

13. Falling trees or branches.

If the **Insurer** accepts a claim for damage to **buildings** by falling trees the **Insurer** will also pay reasonable costs **you** have to pay for removing from site:

- The fallen part of the tree;
- The tree if it has been totally or partly uprooted.

### What is not covered under item 13

The **Insurer** will not cover costs **you** have to pay for:

- Removing part of the tree that is still below the ground;
- Restoring the site

### What is covered under item 14

14. Loss of rent and the cost of alternative accommodation.

If the **Insurer** has accepted a claim for damage to the **home** and the damage means **your home** cannot be lived in, the **Insurer** will pay:

- Ground rent **you** still have to pay;
- Rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- Any reasonable additional accommodation expenses for **you** and **your domestic animals**.

The most the **Insurer** will pay is up to 20% of the **sum insured** for **buildings**, until the **home** is ready to live in.

### Guidance notes

*When the **Insurer** refers to reasonable additional accommodation expenses, this means that the **Insurer** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. The administrator will be happy to discuss this with you and will help to find suitable accommodation for you.*

### What is covered under item 15

15. Emergency access to **home** and garden.

The **Insurer** will provide cover for damage to the **home** and garden within the boundaries of the **home** following necessary access by the emergency services to deal with a medical emergency or to prevent damage to the **home**.

The most the **Insurer** will pay for any one claim under the policy is up to £1,000.

### What is covered under item 16

#### 16. Tracing and accessing leaks.

If the **buildings** are damaged due to domestic heating oil leaking from a fixed heating system, or water escaping from water tanks, pipes, equipment or fixed heating systems, in the **home**, the **Insurer** will pay the reasonable costs of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

The most the **Insurer** will pay for any one claim under the policy is up to £5,000.

### What is not covered under item 16

The **Insurer** will not:

- Pay more than the limit shown for any one incident; or
- Cover the cost of repairing the source of the leak unless caused by loss or damage which is covered under this section.

### What is covered under item 17

#### 17. **Your** liability to the public.

The **Insurer** will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injury or illness;
- Accidental loss of or damage to property;

Happening during the **period of insurance** and arising:

- From **you** owning the **building** and its land;
- Under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased occupied.

The **Insurer** will pay up to **£2,000,000** for any one incident in respect of **your** liability to the public.

The **Insurer** will also pay all **your** costs and expenses that the **Insurer** has already agreed to in writing.

If the **buildings** section of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any **home** insured by the **buildings** section before the policy was cancelled or ended.

### What is not covered under item 17

The **Insurer** will not pay more than **£2,000,000** for any one incident.

The **Insurer** will not cover liability in connection with:

- **You** occupying the **building** and its land;
- Any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- Loss or damage to property which belongs to **you** or is in **your** care;
- Any **motorised vehicle**;
- Any agreement except to the extent that **you** will have been liable without that agreement;
- **Your** trade, business or profession (except as landlord of the **home**);
- The Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance.

### Guidance notes

If **you** are the owner and occupier of the homes insured by this policy, accidents which happen in buildings or land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

If **you** are both the owner and the occupier of the building, please remember that **your** liability to the public does not cover **your** legal liability as the occupier of the home and its land.

To protect yourself, **you** will need to arrange contents insurance which provides occupiers liability cover.

### What is covered under item 18

#### 18. Selling **your** home.

If **you** enter into a contract to sell any **building** insured by this policy, and the **building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This cover does not apply if other insurance has been arranged by or for the buyer.

### What is covered under item 19

#### 19. **Accidental damage** to services, fixed glass, and sanitary fittings.

The **Insurer** will provide cover for **accidental damage** to:

- Cables, pipes, septic tanks and drain inspection covers **you** are legally responsible for which serve the **buildings**, including up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;
- Fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

### What is not covered under item 19.

The **Insurer** will not cover:

- The **excess** shown on **your schedule**.
- Anything set out in the General exceptions section of this policy booklet.
- Damage due to a fault or limit of design, manufacture, construction, or installation.
- Loss or damage that happens after the **home** has been left **unoccupied**.

### What is not covered under the whole of section 1 (items 1 to 20)

The **Insurer** will not cover:

- The **excess(es)** shown on **your schedule**.
- Damage by Wet or dry rot arising from any cause, except as a direct result of a claim the **Insurer** has already paid, and where repair or preventative action was carried out by a tradesperson, the **Insurer** has approved.
- Anything set out in the General exceptions section of this policy booklet.
- Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee

**Any Property whose sum insured is greater than £800,000 any one risk address.**

## Section 2. Accidental damage to buildings

### Guidance notes

*This section of your policy extends the accidental damage cover given under section 1 to cover other types of accidental damage as well. It explains what is and is not covered.*

This section only applies when shown on **your schedule** as insured.

The **Insurer** will provide cover for loss of or damage to the **buildings** caused by any of the following:

### What is covered under item 1

#### 1. Extra **accidental damage** to **buildings**.

The **Insurer** will provide cover for all other **accidental damage** to the **buildings** that is not covered by section 1 of this policy.

### What is not covered under item 1

The **Insurer** will not cover:

- The **excess** shown on **your schedule**.
- Anything set out in the General exceptions section of this policy booklet.
- Damage due to a fault or limit of design, manufacture, construction or installation.
- Loss or damage that happens after the **home** has been left **unoccupied**.
- Damage caused by Wear and tear, **settlement**, shrinkage, vermin, insects, fungus, Weather conditions or any damage which happens gradually.
- Damage caused by water entering the **home** regardless of how this happened (other than that covered under section 1 of this policy);
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**.
- Damage caused by faulty or unsuitable materials or design or poor workmanship.
- Damage caused by building alterations, renovations, extensions or repairs.
- Damage excluded under section 1;
- Maintenance and normal redecoration costs.
- Damage by **subsidence**, **heave** or **landslip**.
- Damage caused by paying guests or tenants.

### What is not covered under the whole of section 2

The **Insurer** will not cover:

- The **excess(es)** shown on **your schedule**.
- Damage by Wet or dry rot arising from any cause, except as a direct result of a claim the **Insurer** has already paid, and where repair or preventative action was carried out by a tradesperson, the **Insurer** has approved.
- Anything set out in the General exceptions section of this policy booklet.

## Buildings conditions

The following conditions apply to sections 1 and 2 of this policy.

### Guidance notes

*These conditions apply only to sections 1 and 2, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.*

#### 1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification, including an amount for removing debris, demolition costs and architects' and surveyors' fees.

If at the time of a loss the **sum insured** shown on **your schedule** is too low, the **Insurer** will not settle claims on an "as new" basis and will reduce any payment to reflect the wear and tear.

Any building sum insured greater than £800,000 any one risk address

#### 2. Settling claims

The **Insurer** can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If the **Insurer** is able to replace the property, but agrees to make a cash settlement, the **Insurer** will only pay **you** a maximum of what it would cost **us** the **Insurer** to replace the item as if it were new.

#### What the **Insurer** will pay

The most the **Insurer** will pay for loss or damage arising out of one incident is the **building sum insured** shown on **your schedule**, unless otherwise stated.

The **Insurer** will not reduce the **sum** (or sums) **insured** by the amount paid under any claim.

If the **Insurer** accepts a claim under section 1 or 2 the **Insurer** will also pay for the following:

- Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes;
- The cost of demolishing or supporting the damaged parts of the **buildings** which the **Insurer** has agreed to pay;
- The cost of meeting building regulations or municipal or local authority byelaws.

### Guidance notes

*Where the **Insurer** refers to the term 'reasonable' in section 1, items 13 and 17 this means that the **Insurer** will pay costs for goods and services which are competitive in the relevant marketplace.*

### What the Insurer will not pay

The **Insurer** will not cover:

- Fees for preparing any claim;
- Any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage;
- The **Insurer** will not pay for any reduction in the market value of the **home** as a result of an insurable event.

### 3. Pairs, sets, collections and suites

The **Insurer** will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of uniform nature, design or colour.

**The maximum amount recoverable in respect of losses arising from any one loss (Sections 1- 5) shall be limited to £3,000,000 any one risk address.**



## Section 3. Contents

### Guidance notes

This section of **your** policy provides cover for loss or damage to **your** contents inside the home. It explains what is and is not covered.

This section only applies when shown on **your schedule** as insured.

The **Insurer** will provide cover for loss of or damage to the **contents** in the **home** caused by any of the following:

### What is covered under items 1 and 2

1. Fire, explosion, lightning, earthquake.
2. Smoke.

### What is not covered under item 2

The **Insurer** will not cover loss or damage that happens gradually.

### What is covered under item 3

3. **Storm** or flood.

### What is not covered under item 3

The **Insurer** will not cover loss or damage that happens gradually.

### What is covered under items 4 and 5

4. Riot, civil unrest, strikes, or labour or political disturbances.
5. Malicious people or vandals.

### What is not covered under items 4 and 5

Under items 4 and 5 the **Insurer** will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying **your** power.

Under item 5 the **Insurer** will not cover loss or damage:

- Caused by paying guests, tenants or **you**.
- That happens after the **home** has been left **unoccupied**.

### What is covered under item 6

6. Being hit by:
  - Aircraft or other flying objects or anything falling from them.
  - Vehicles or animals.

### What is covered under item 7

7. Water escaping from water tanks, pipes, equipment or fixed heating systems.

### What is not covered under item 7

The **Insurer** will not cover loss or damage:

- That happens after the **home** has been left **unoccupied**.
- Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

### What is covered under item 8

8. Heating fuel leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.

The most the **Insurer** will pay for any one claim under the policy is up to £1,500.

### What is not covered under item 8

The **Insurer** will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Accidental loss of metered water (e.g. accidentally leaving a tap running).

### What is covered under item 9

9. Theft or attempted theft.

The most the **Insurer** will pay is up to £2,500 for any one claim for theft or attempted theft of **contents** from any **outbuildings** within the boundaries of the **home**.

### What is not covered under item 9

The **Insurer** will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Theft by deception, unless deception is used only to get into the **home**.
- Theft of **personal money**, unless someone has broken into **your home** by using force and violence or has got into the **home** by deception.
- Theft if **you** live in a self-contained flat and the theft is from any part of the **building** that other people have access to;
- Theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception.
- Theft of any pedal cycle valued at more than £500 unless the pedal cycle:
  - Has been specified on **your schedule**.
  - Is securely locked to an object that cannot be moved; or
  - Securely locked to an object that cannot be moved in a locked **building** or **outbuilding**.
- Loss or damage caused by paying guests, tenants or **you**.
- More than the limit shown for any one claim involving theft from **outbuildings**.

### What is covered under item 10

10. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

### What is covered under item 11

11. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.

### What is not covered under item 11

The **Insurer** will not cover:

Damage caused by:

- Riverbank or coastal erosion.
- Faulty or unsuitable materials, design, or poor workmanship.

### What is covered under item 12

12. Falling trees or branches.

### What is covered under item 13

13. **Contents** temporarily removed from the **home**.

The **Insurer** will provide cover up to 20% of the **sum insured** on **contents** for loss or damage to **contents** caused by items 1 to 12 of section 3 while such **contents** are temporarily removed from the **home** to:

- Any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time education), employed or working in the United Kingdom: Great Britain, Northern Ireland, Isle of Man or the Channel Islands.

### What is not covered under item 13

The **Insurer** will not cover:

- More than the limit shown under item 9 for loss or damage to **contents** in or from **outbuildings**.
- Loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in;
- Loss or damage caused by **storm** or flood to **contents** that are not in a building.
- Loss or damage if the **contents** have been removed for sale or exhibition or placed in a furniture depository.

### What is covered under item 14

14. **Contents** in the garden of **your home**.

The **Insurer** will provide cover for loss of or damage to the **contents** caused by items 1 to 12 of section 3 happening in the open but within the boundaries of the **home**.

The most the **Insurer** will pay for any one claim under the policy is up to £1,000.

### What is not covered under item 14

The **Insurer** will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Theft of pedal cycles unless securely locked to an object that cannot be moved.
- **Contents** not suitable or designed to be left in the garden or outside.

### What is covered under item 15

15. Food in freezers

The **Insurer** will provide cover for loss or damage to food stored in a freezer in the **home** caused by:

- A rise or fall in temperature.
- Contamination by freezing agents.

The most the **Insurer** will pay for any one claim is up to £1,000.

### What is not covered under item 15

The **Insurer** will not cover loss or damage caused by a deliberate act or strikes by the company (or its employees) supplying **your** power.

### What is covered under item 16

16. Domestic heating oil and loss of metered water.

The **Insurer** will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment, or fixing heating systems.

The **Insurer** will provide cover for loss or damage arising from pollution or contamination of land at the **home** caused by oil leaking from a domestic heating oil installation at the **home**.

The most the **Insurer** will pay for any one claim under the policy is up to £1,500.

### What is not covered under item 16

The **Insurer** will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**.
- Accidental loss of metered water (e.g. accidentally leaving a tap running);
- Loss or damage that happens gradually.

### What is covered under item 17

17. Loss of rent and the cost of alternative accommodation.

If the **home** cannot be lived in due to the damage which would be covered under section 3, items 1 to 12 and as a result it cannot be lived in, the **Insurer** will pay for:

- Rent payable to **you** or (if not otherwise insured) reasonable accommodation expenses **your** tenant has to pay.
- Reasonable additional accommodation expenses for **you** and **your domestic animals**.

The most the **Insurer** will pay is up to 20% of the **sum insured** for **contents**, until the **home** is ready to live in.

#### Guidance notes

*When the **Insurer** refers to reasonable additional accommodation expenses, this means that the **Insurer** will pay for alternative accommodation taking all of the circumstances of **your** claim into account, including **your** needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. The **administrator** will be happy to discuss this with **you** and will help to find suitable accommodation for **you**.*

### What is covered under item 18

18. Fatal injury benefit.

The **Insurer** will pay up to £3,000 if **you** die as a result of injury caused by fire, explosion, lightning or intruders.

For **us** to pay a claim, **your** death must happen within three months of the incident.

The most the **Insurer** will pay for any one claim under the policy is up to £3,000.

### What is covered under item 19

#### 19. Household removals.

The **Insurer** will cover **contents** accidentally damaged or stolen during professional removal from the **home to your** new permanent home, or one that **your** tenant will occupy, (including while in temporary storage for up to seven days) within the United Kingdom: Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

### What is not covered under item 19

The **Insurer** will not cover **personal money**, jewellery, watches, items of gold or platinum, stamps, and coins.

### What is covered under item 20

#### 20. Religious festivals and wedding gifts.

The **Insurer** will increase the **sum insured** for **contents** by up to 10%:

- During any month in which **you** celebrate a religious festival, to cover gifts and food bought for the occasion.
- During the 30 days before and 30 days after **your** Wedding day to cover wedding gifts.

### What is covered under item 21

#### 21. Occupiers, Personal Liability.

The **Insurer** will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injuries or illness.
- Accidental loss or damage to property.

Happening during the period of insurance in:

- The United Kingdom, Great Britain, Northern Ireland, Isle of Man and Channel Islands.
- The rest of the world, for no more than 30 days in any one **period of insurance** and arising:
  - As occupier (not as owner) of the **home** and its land;
  - In a personal capacity (not as occupier or owner of any building or land);
  - As employer of a **domestic employee**.

The **Insurer** will not pay more than £2,000,000 for any one incident of occupiers and personal liability, including any claim made against **you** by a **domestic employee** where the injury or illness happens as a result of or in the course of their employment by **you**.

This will include any costs and expenses incurred by **you** which the **Insurer** has agreed to in writing.

### What is not covered under item 21

The **Insurer** will not cover liability in connection with:

- **You** owning land, buildings or other fixed property;
- **You** living in or occupying land or buildings other than the **home** or its land;
- Aircraft other than pedestrian controlled radio-controlled toys or models but excluding radio-controlled drones.
- **You** (or anyone on **your** behalf) owning, possessing, or using any **motorised vehicle**.
- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
  - Those only propelled by oars or paddles.
  - Pedestrian-controlled toys or models.
- Deliberate or malicious acts.

- The transmission of any communicable disease or virus by **you**.
- Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- Any agreement except to the extent that **you** would have been liable without that agreement.
- Any trade, business, or profession.
- Loss or damage to property which belongs to **you** or is in **your** care or control.
- Bodily injury or illness to **you**.

For claims involving liability for bodily injury to or illness of a **domestic employee** working for **you** the following exclusions do not apply:

- **You** owning land, buildings or other fixed property;
- **You** living in or occupying land or buildings other than the **home** or its land;
- Aircraft other than pedestrian controlled radio-controlled toys or models, but excluding radio controlled drones;
- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
  - Those only propelled by oars or paddles.
  - Pedestrian-controlled toys or models.
- Deliberate or malicious acts.
- The transmission of any communicable disease or virus by **you**.
- Any trade, business or profession.

#### Guidance notes

*This guidance note applies if **you** are the owner but not the occupier of the home insured by this policy... Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If **you** are the owner but not the occupier of the building, please remember that the occupier's personal and employer's liability does not cover **your** legal liability as the owner of the home and its land. To protect yourself, **you** will need to arrange buildings insurance which provides **your** liability to the public cover.*

***The Dangerous Dogs Act 1991** imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act dangerously out of control. For further guidance please see the Office of Public Sector Information Website ([www.opsi.gov.uk](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.*

#### What is covered under item 22

##### 22. Tenant's liability

The **Insurer** will provide cover if **you** are legally responsible as a tenant for:

- Loss or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord by any of the items listed under section 3.
- **Accidental damage** to:
  - Fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns.
  - Cables, pipes, septic tank and drain inspection covers which serve the **home**. Cover includes up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

The most the **Insurer** will pay for any one claim under this policy is £1,000.

### What is not covered under item 22

The **Insurer** will not cover:

- Loss or damage excluded under section 3;
- Loss or damage caused by building work which involves alterations, renovations extensions or repairs;
- Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

### What is covered under item 23

23. Emergency access to **home** and garden.

The **Insurer** will provide cover for damage to **contents** following necessary access to the **home** by the emergency services to deal with a medical emergency or to prevent damage to the **home**.

The most the **Insurer** will pay for any one claim under the policy is up to £1,000.

### What is covered under item 24

24. **Accidental damage** to home entertainment equipment, mirrors and glass.

The **Insurer** will provide cover for **accidental damage** to:

- Television sets (including digital and satellite receivers), DVD and Blue-Ray players, video players and recorders, games consoles, home computers and audio equipment in the **home**.
- Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**;
- Mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

### What is not covered under item 24

The **Insurer** will not cover:

- Games consoles, audio/visual equipment, laptops or computer equipment designed to be portable, laptops, tablets, mobile phones;
- Digital/video cameras and satellite navigation systems;
- Radio transmitters, mobile phones and hearing aids;
- Damage caused by fitting a battery incorrectly.

### What is not covered under the whole of section 3

The **Insurer** will not cover:

- The **excess(es)** shown on **your schedule**;
- Property insured by any other policy;
- Documents of any kind except **personal money**, passports and the title deeds to **your home**;
- **Motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these, golf carts or buggies;
- Any part of the structure of the **home** including ceilings, wallpaper and the like;
- Items used for business or professional purposes (except **home office equipment**);
- Any living creature;
- Damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss in value;
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**;
- Damage caused by wear and tear or anything which happens gradually;
- Anything set out in the General exceptions section of this policy booklet;
- Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee.

## Section 4. Accidental damage to contents in the home

### Guidance notes

*This section of **your** policy extends the accidental damage cover given under section 3 to cover other types of accidental damage as well. It explains what is and is not covered.*

This section only applies when shown on **your schedule** as insured.

The **Insurer** will provide cover for loss of or damage to **contents** in the **home** caused by any of the following:

### What is covered under item 1

1. Extra **accidental damage** to **contents** in the **home**.

The **Insurer** will provide cover for all other **accidental damage** to **contents** whilst in the **home** that is not covered by section 3 of this policy.

### What is not covered under item 1

The **Insurer** will not cover:

- Food and stamps;
- Damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
- Damage caused by water entering the **home** regardless of how this happened (other than that covered under section 3 of this policy);
- Any loss that is not the direct result of the insured incident itself;
- Damage which is excluded under section 3;
- Loss or damage caused by paying guests or happening while the **home** or any part of it is lent, let or sublet.

### What is not covered under the whole of section 4

The **Insurer** will not cover:

- The **excess** shown on **your schedule**;
- Damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss in value;
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**;
- Damage caused by wear and tear or anything which happens gradually;
- Anything set out in the General exceptions section of this policy booklet.

**The maximum amount recoverable in respect of losses arising from any one loss (Sections 1- 5) shall be limited to £3,000,000 any one risk address.**



## Contents conditions

The following conditions apply to sections 3 and 4 of this policy.

### Guidance notes

*These conditions apply only to sections 3 and 4, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.*

#### 1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property “as new” (apart from clothing where a deduction may be made for wear and tear and loss in value).

If at the time of loss, the **sum insured** is too low the **Insurer** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

#### 2. Settling claims

The **Insurer** can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If the **Insurer** is able to replace property, but if the **Insurer** agrees to make a cash settlement, the **Insurer** will only pay **you** what it would cost them to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

#### What the Insurer will pay

The most the **Insurer** will pay for loss or damage arising out of one incident is the **sum insured** for **contents** shown on **your schedule**, unless otherwise stated.

The **Insurer** will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **your schedule**.

#### 3. Valuables

The **Insurer** will not pay more than 30% of the **sum insured** for **contents** in respect of **valuables** and no more than £3,000 for any one item of **valuables**, unless the item is specified on **your schedule**.

#### 4. Pairs, sets, collections and suites

The **Insurer** will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

## 5. Items valued over the single item limit

The **Insurer** will not pay more than £3,000 for any one item, set or collection unless listed separately on **your schedule** as a specified item.

The **Insurer** will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified in **your schedule**, **you** will need to provide proof of the item's value.

## 6. Proof of value and ownership

It is **your** responsibility to prove to the **Insurer** any loss that **you** claim for. The **Insurer** recommends that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, the **Insurer** will either request proof of value prior to providing cover for the item or at the time of loss.

## Section 5. Personal possessions

### Guidance notes

This section of **your** policy provides cover on certain items whilst away from **your** home, anywhere in the world. This section is only available if **you** have selected section 3 or sections 3 and 4.

This section only applies when shown on **your schedule** as insured and is only available if **you** have selected section 3 or sections 3 and 4.

### What is covered under item 1

1. Unspecified and specified personal possessions.

Theft, accidental loss or damage to **your** unspecified and specified **personal belongings** as shown on **your schedule** whilst in and away from the **home** in the United Kingdom: Great Britain, Northern Ireland, Isle of Man or the Channel Islands, and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

This cover only applies when shown on **your schedule**.

The most the **Insurer** will pay for any one item of **personal belongings** is up to £3,000 unless the item is specified on **your schedule**.

### What is not covered under item 1

The **Insurer** will not cover:

- Mobile phones or tablets.

### What is covered under item 2

2. **Personal money**, credit and debit cards.

**Personal money**, credit and debit cards in and away from the **home** in the United Kingdom and the Isle of Man, and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

This cover only applies when shown on **your schedule**.

The **Insurer** will cover loss of:

- **Personal money**;
- Credit and debit cards held for social, domestic or charitable purposes. Credit and debit cards are only insured against loss if they are used by someone without **your** permission following loss or theft.

The **Insurer** will also cover any costs **we** they have agreed to in writing before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

The most the **Insurer** will pay for any one claim under the policy is up to £1,000 for **personal money** and £1,000 for credit and debit cards.

### Guidance notes

*Under current regulations when a card is lost or stolen (or the card details obtained fraudulently) if the cardholder has acted reasonably and followed the card terms and conditions, he/she will be able to reclaim most (if not all) of the unauthorised charges from the card issuer. There are certain exceptions when the card issuer may charge a limited amount (currently £50) for charges made before they are told of the card loss or misuse. This cover will reimburse the cardholder within the policy terms for unrecoverable charges.*

### What is not covered under item 2

The **Insurer** will not cover:

- Losses not reported to the police;
- Losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- Any business credit/debit cards.

### What is covered under item 3

3. Pedal cycles (unspecified and specified).

This cover only applies when shown on **your schedule**.

The **Insurer** will provide cover for loss of or damage to **your** pedal cycles in and away from the **home** in the United Kingdom: Great Britain, Northern Ireland, Isle of Man or the Channel Islands and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

The most the **Insurer** will pay for any unspecified pedal cycle is up to £500.

The most the **Insurer** will pay for any specified pedal cycle will be the amount shown on **your schedule**.

### What is not covered under item 3

The **Insurer** will not cover:

- Theft unless the pedal cycle is:
  - In **your** immediate custody and control; or
  - Securely locked to an object that cannot be moved; or
  - Securely locked to an object that cannot be moved in a locked building or **outbuilding**.

### What is covered under item 4

4. Mobile phones and tablets (unspecified and specified).

This cover only applies when shown on **your schedule**.

The **Insurer** will provide cover for loss of or damage to **your** mobile phones and tablets in and away from the **home** in the United Kingdom: Great Britain, Northern Ireland, Isle of Man or the Channel Islands and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

The most the **Insurer** will pay for any unspecified mobile phone or tablet is up to £300.

The most the **Insurer** will pay for any specified mobile phone or tablet will be the amount shown on **your schedule**.

### What is not covered under item 4

The **Insurer** will not cover:

- Theft unless the mobile phone or tablet is:
  - In **your** immediate custody and control; or
  - Stolen from a locked room, locked building or locked **motorised vehicle**;
- Any loss arising from the unauthorised or inappropriate use of **your** mobile phone or tablet by **you** or anyone in possession of **your** mobile phone or tablet, including:
  - Call, text and data activity;
  - Financial or other loss caused directly or indirectly through the use of any electronic payment method or facility on **your** mobile phone or tablet;
- Loss of and/or the restoration of data, information or apps held in or on **your** mobile phone or tablet or on any SIM card contained therein;
- Amounts **you** are liable for under **your** airtime contract including connection/reconnection costs, call, text and data costs, subscription fees or charges of any kind;
- Indirect loss, including compensation for **you** not being able to use the lost, stolen or damaged mobile phone or tablet;

- The consequences of any resulting identity theft following **your** mobile phone or tablet being lost or stolen.

### What is not covered under the whole of section 5

The **Insurer** will not cover:

- The **excess(es)** shown on **your schedule**;
- Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- Loss or damage caused by wear and tear, light weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- Loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss or damage to sports racquets, sticks, bats and clubs while in use;
- Confiscation or detention by Customs or other officials;
- Loss in value;
- Any loss that is not the direct result of the insured incident itself;
- Business or professional use of musical instruments, photographic and sporting equipment and accessories;
- Any loss or damage covered by another policy;
- Theft, attempted theft or malicious damage caused by paying guests, tenants or **you**;
- Theft by deception, unless deception is used only as a way to get into the **home**;
- Business goods and equipment;
- Furniture, furnishings, household goods and equipment, food and drink;
- Bonds, stocks, shares and documents of any kind, other than driving licences and passports;
- **Motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these, golf carts or buggies;
- Any living creature;
- Anything set out in the General exceptions section of this policy booklet.

The **Insurer** will not cover the following items unless they are specifically shown on **your schedule**:

- Snowboards, skis (including sticks and bindings), water skis, sub- aqua equipment and riding tack;
- Contact, corneal cap or micro lenses and hearing aids;
- Any pedal cycle valued over £500, and their parts, spares or accessories;
- **Personal money**, credit and debit cards.

The **Insurer** will not pay more than £1,500 in total for any one incident of theft from an unattended **motorised vehicle** (this limit applies in total to all property covered under section 5 except for item 3).

## Personal possessions conditions

The following conditions apply to section 5 of this policy.

### Guidance notes

*These conditions apply only to section 5 however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.*

#### 1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property “as new” (apart from clothing where a deduction may be made for wear and tear and loss in value).

If at the time of loss, the **sum insured** is too low the **Insurer** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

#### 2. Settling claims

The **Insurer** can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If the **Insurer** is able to replace property, but if they agree to make a cash settlement, the **Insurer** will only pay **you** what it would cost **them** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

#### What the Insurer will pay

The most the **Insurer** will pay for loss or damage arising out of one incident is the sum insured for personal possessions and any specified items shown on **your schedule** unless otherwise stated.

The **Insurer** will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **your schedule**.

#### 3. Valuables

The **Insurer** will not pay more than 30% of the **sum insured** for **contents** in respect of **valuables** and no more than £3,000 for any one item of **valuables** unless the item is specified on **your schedule**.

#### 4. Pairs, sets, collections and suites

The **Insurer** will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design, or colour.

## 5. Items valued over the single item limit

The **Insurer** will not pay more than £3,000 for any one item, set or collection unless listed separately on **your schedule** as a specified item.

The **Insurer** will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified in **your schedule**, **you** will need to provide proof of the item's value.

## 6. Proof of value and ownership

It is **your** responsibility to prove to the **Insurer** any loss that **you** claim for and they therefore recommend that **you** keep copies of receipts valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, the **Insurer** will either request proof of value prior to providing cover for the item or at the time of loss.

## Section 6. Key Cover

### Underwritten by: Inter Partner Assistance SA (IPA) which is fully owned by AXA Assistance Group

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

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

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

#### What makes up this policy?

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

#### Important information

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

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

#### Jurisdiction and law

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

#### Demands and needs

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

#### Meaning of words

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

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



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

- If **you** claim under this **policy** for something that is also covered by another insurance **policy**, **you** must provide **Us** with full details of the other insurance **policy**. **We** will only pay **our** rateable proportion of the claim.
- **You** must take reasonable care to avoid anything which may result in a claim under this **policy**.

### Exclusions

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

### How to make a claim

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

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

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

### Insured incidents

1. Theft or loss of **your keys** - If **your vehicle** or **house keys** are stolen or lost anywhere in the UK, **you** must report this to both the police, obtaining a crime reference or lost property number, and AXA Assistance who will arrange for a suitable contractor to attend the scene. Upon validation of **your** claim **we** will reimburse **you** for the cost of **your key** or **lock** replacement up to the **policy** limit
2. **Vehicle keys** – If **your keys** are locked in **your vehicle** or broken in any **lock** of **your vehicle** denying **you** access or use, **you** must report this event to AXA Assistance who will arrange for a suitable contractor to attend the scene and upon validation of **your** claim **we** will reimburse **you** for the cost of a replacement key and the call out charge up to the **policy** limit.

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

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

#### **Cancellation – Your rights**

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

#### **Cancellation – Our rights**

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

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

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

We may cancel this policy 'with immediate effect if:

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

We will continue to honour any claims made before cancellation.

#### **Termination of cover**

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

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

#### **Important information**

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

### **Complaints procedure**

**You** can write to the Group Quality and Customer Relations Manager at:

Inter Partner Assistance SA,  
The Quadrangle, 106-118 Station Road,  
Redhill, Surrey, UK  
RH1 1PR,

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

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

Financial Ombudsman Service  
Exchange Tower, London E14 9SR. Telephone 0800 023 4567 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

### **Compensation scheme**

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

### **Data Protection**

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

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

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

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

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

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

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

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

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK  
Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

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

#### **Alternative Format**

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

## General terms and conditions

### Guidance notes

So far **you** have seen conditions which are specific to each section of cover. The terms and conditions set out below apply to the whole of this insurance. They explain **your** responsibilities under this contract of insurance.

### THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

These terms and conditions apply to all sections of the policy. If **you** do not perform or comply with a term or condition, the **Insurer** might not be under any obligation to pay anything under the terms of this policy.

#### 1. Your duties to us

- **You** must keep property that is insured under **your** policy in good condition.
- **You** must make sure **your home** and any **outbuildings** are left secure whenever **you** leave them unattended by closing all accessible windows and closing and locking all external doors.
- The **Insurer** will only provide the cover described in this policy booklet and **schedule** if:
  - The premium has been paid for the current **period of insurance**; and
  - **You** and anyone claiming under this insurance has met all the conditions contained in this policy booklet, **schedule**, and any **clauses** applied to the insurance; and
  - The information **you** provided, or which was provided on **your** behalf and which forms **your** proposal for insurance or is contained in any declaration is, to the best of your knowledge and belief, correct and complete; and
  - **You** provide us with co-operation and assistance throughout the duration of this insurance, for example if the **Insurer** requests information or documentation from **you** when **you** purchase cover, make changes, submit a claim or, where applicable, renew **your** insurance with them; and
  - **You** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.
- **Your** premium is based on information **you** supplied to the insurance intermediary that arranged **your** insurance with the **administrator** at the start of the insurance, subsequent alteration or renewal. **You** must tell the insurance intermediary that arranged **your** insurance with the **administrator** immediately of any change to that information.
- If **you** or any one acting on **your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to employees of, the **Insurer**, the **administrator**, or the insurance intermediary that arranged **your** insurance, then cover will cease immediately. Where applicable, **you** will be provided with a proportionate refund of premium.

#### 2. Your policy

The following elements form the contract of insurance between **you** and the **Insurer** please keep them in a safe place:

- The information **you** provided, or which has been provided on **your** behalf when **you** took out insurance with the **Insurer** in either electronic form or paper copy;
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract;
- **Your** policy booklet;
- **Your** schedule;
- Any **clauses** endorsed on **your** schedule;
- Changes to **your** home and family legal expenses insurance policy contained in notices issued by the **Insurer** at renewal.

### 3. Claims – your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy **you** must:

- Tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;
- Contact the **claims service provider** (sections 1 to 5) or the **administrator** (section 6) as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help the **Insurer** or they need to settle **your** claim;
- Do all **you** reasonably can to get back any lost or stolen property and tell the **claims service provider** without unnecessary delay if any property is later returned to **you**. If property is recovered and the **Insurer** has settled your claim, the property recovered becomes **theirs**.
- Call the **claims service provider** if you receive any information or communication about the event or cause;
- Avoid discussing liability with anyone else without the permission of the **Insurer**.

**You** must tell the insurance intermediary that arranged **your** insurance with the **administrator**, or the **Insurer** about any other insurance contracts **you** have in place that provides the same or similar insurance cover as this policy.

**If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases Insurer claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.**

#### Guidance notes

***Your** policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. **It is not a maintenance contract.***

*To help the **Insurer** settle **your** claim it is **your** responsibility to prove any loss and therefore the **Insurer** may ask **you** to provide receipts, valuations, photographs, instruction booklets, and guarantee cards and any other relevant information, documents and assistance they may require to help with **your** claim.*

### 4. Our Rights

The **Insurer** shall have absolute discretion in the conduct of the settlement of any claim and **you** must give the **Insurer** and the **claims service provider** whatever co-operation, information and assistance is necessary.

The **Insurer** will be entitled, at **their** cost, but in **your** name to take legal proceedings for **their** own benefit in respect of the cost of the claim, damages or otherwise and the **Insurer** will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

The **Insurer** or the **claims service provider** shall at all times be allowed free access to inspect any insured property, including property damaged that **you** are claiming for.

**You** cannot abandon property to the **Insurer**.

If **you** owe the **Insurer** premium or claims monies under this, or any other insurance policy **you** hold with the **Insurer**, the **Insurer** may deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability the **Insurer** owes to **you**. In the event **your** debt is not extinguished, or the **Insurer** is unable to deduct the amount owed for any reason, this condition does not prevent the **Insurer**, from pursuing **you** separately for any balance owed.

### 5. Policy limits

For any claim or series of claims covered by this policy, the **Insurer**, will pay:

- Up to the limit shown against each item under each section and any amounts shown on **your schedule**; or
- Any lower amount for which the **Insurer** can settle **your** claim.

Once the **Insurer** has made payment they will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred with **their** permission before the payment date, or reclaiming any costs and expenses incurred by the **Insurer**.

## 6. Fraud

If **you**, or anyone acting on **your** behalf, upon applying for cover, renewing the policy, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **you** will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example **your** payment has failed, been subsequently recalled or **you** have outstanding monthly instalments, the **Insurer** will seek to enforce payment of the premium in full.

The **Insurer** may also take legal action against **you**.

## 7. Other insurance

If **you** make a claim for loss or damage under **your** policy that is also covered by any other insurance and/or maintenance contract, the **Insurer** will only pay **our** proportionate share of the claim.

## 8. Index linking

The **Insurer** may increase the **sum insured** shown on **your schedule** to allow for increases in the cost of living in line with the retail price index for House Rebuilding Cost index for **buildings**. The **Insurer** may do this every month and update the **sum insured** when **your** policy is due for renewal.

The new **sum insured**, and renewal premium will be shown on **your** renewal notice. The **Insurer** will not reduce the **sum insured** if the index falls. The **Insurer** will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

### Guidance notes

*Index linking does not replace the need to insure the buildings for the correct sum insured. It is important that the correct sum insured is used after which, index linking will maintain the sum insured in line with price inflation.*

## 9. Joint policyholders

If there is more than one policyholder named on the **schedule** any of them can amend the policy or make a claim and the **Insurer** may pay the claim to that person. If **you** want to remove a policyholder from the policy, the **Insurer** can only accept authority from that person, by a court order, or by the written agreement of that person's representative (if he or she has died).



## General exceptions

### Guidance notes

So far **you** have seen exclusions which are specific to each section or items of cover. The General exceptions set out below apply to the whole of this insurance. They explain what is excluded under this contract of insurance.

### THESE GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THE INSURANCE

These exclusions apply to all sections of the policy. This policy does not cover:

#### 1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not);
- Civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

#### 2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism, or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as an act or acts including, but not limited to:

- The use or threat of force and/or violence and/or;
- Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

Caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

The terrorism exclusion applies in respect of sections 1 to 5 of this policy.

#### 3. Other actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- Any action taken in controlling, preventing, suppressing or in any way relating to:
  - War
  - Terrorism
  - Coronavirus disease (COVID-19);
  - Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - any mutation or variation of SARS-CoV-2;
  - any fear or threat of the above.

#### 4. Radioactivity

Loss, damage or liability which involves:

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- The radiation, toxic, explosive or other dangerous properties of explosive nuclear equipment.

#### 5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft traveling at or above the speed of sound.

#### 6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- A sudden and unexpected accident which can be identified;
- Oil leaking from a domestic heating oil installation at the **home**.

#### 7. Deliberate or criminal acts

Any loss or damage:

- Deliberately caused by; or
- Arising from a criminal act caused by;

**You** or any person living with **you**.

#### 8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this policy started.

### No claim discount (only applicable to sections 1 to 5)

If **you** make a claim under **your** policy, the **Insurer** will reduce **your** no claim discount at the renewal of **your** policy in accordance with the no claim discount scale applicable at the time.

If **you** do not make a claim under **your** policy, the **Insurer** will increase **your** no claim discount each year at the renewal date of **your** policy until **you** reach **our** maximum of 5 years.

The **Insurer** does not grant no claims discount on policies running for less than 12 months.

## Cancellation

### Guidance notes

*You or the Insurer may cancel this insurance at any time. The Insurer sets out below the circumstances under which they may cancel your insurance and the amount of premium you may be refunded. There are some circumstances where no premium refund will be given e.g. you do not tell the truth or where the Insurer reasonably suspects fraud.*

You have a legal right to cancel your policy within 14 days from the date of purchase or renewal or from the date which you receive your policy documentation, whichever is the later. This provision is known as your 'cooling off rights'.

To effect cancellation of your policy, you should contact the firm that arranged your insurance with us.

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

### Cancellation

You may cancel this insurance by writing to your 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, provided you have not made a claim, the Insurer will refund your full premium, less Paragon's administration charge of £30.00 Plus IPT for cancellation.

You may also cancel this insurance at any time by writing to your insurance advisor. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

- If at the date of cancellation your policy has not yet commenced, you will receive a full refund of the premium you have paid from the Insurer.

Cancellations will not be backdated.

### Cancellation by the Insurer – during and after the cooling off period

The Insurer can cancel this policy where there is a valid reason for doing so by giving you 14 days' notice in writing setting out the reason for cancellation. This will be sent to the last address you notified to the Insurer.

Valid reasons include but are not limited to the following:

### Cancellation by the Insurer – non-payment of premium

The Insurer can cancel this policy by giving you 7 days' notice in writing to the last address you notified to the Insurer. If the Insurer receives payment by the date set out in the letter, they will take no further action. There will be no refund of premium if cancellation is the result of your failure to pay the full premium.

### Cancellation by the Insurer – where the Insurer reasonably suspects fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires you to take reasonable care to provide complete and accurate answers to the questions the Insurer asks and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if cancellation is the result of your dishonesty or where the Insurer reasonably suspects fraud by you.

Where the Insurer investigation provides evidence of fraud or a serious non-disclosure the Insurer may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out. The Insurer may also seek reimbursement of any claim's monies they have paid since the fraud was committed.

### Cancellation by the Insurer – for your non-compliance with policy terms and conditions

The **Insurer** can cancel this policy by giving **you** 14 days' notice in writing to the last address **you** notified to them. There will be no refund of premium if cancellation is the result of **your** failure to comply with the policy terms and conditions e.g. **you** fail to co-operate with the **Insurer** or provide the **Insurer** with information or documentation the **Insurer**, the **administrator** or **claims service provider** reasonably require, and this affects the ability of either party to process a claim or defend the interests of the **Insurer**.

### Cancellation by the Insurer – other reasons

Where cancellation is effected by the **Insurer**, any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Provided there have been no claims or incidents likely to result in a claim in the current **period of insurance**, the **Insurer** will refund the premium relating to any unused portion of cover, less Paragon's administration charge for cancellation within the current **period of insurance** on a pro-rata basis.

#### Guidance notes

*Please note that any refund from the **Insurer** whether during or after the cooling off period may be subject to a further cancellation charge levied by the insurance intermediary that arranged your insurance with the **administrator**. Any charges levied by them will be in accordance with the terms and conditions agreed between **you** and the **Insurer** at the time **you** arranged this insurance.*

### What to do if you have a complaint

The **Insurer** provide **you** with a high standard of service and would want to ensure that these standards are always maintained.

If **you** are unable to resolve the matter with **your** insurance advisor and wish to make a complaint **you** may do so at any time by referring the matter to the Managing Director, Paragon Car Ltd, First Floor Jupiter House, Orbital One, Green Street Green Road, Dartford, Kent, DA1 1QG or by email to [complaints@paragon-uk.net](mailto:complaints@paragon-uk.net)

If **your** complaint is in relation to the way in which **your** insurance was sold, the administrator will pass **your** complaint, within one working day, to the insurance intermediary that arranged **your** insurance, who will deal with **your** complaint.

Complaints that cannot be resolved by **Paragon Car Ltd** for (sections 1 to 5 of) **your** policy:

If **your** complaint about **your** policy cannot be resolved by the end of the next working day, **Paragon Car Ltd** will pass it to: -

Compliance Officer:

**Trafalgar Insurance Company Limited**

Town Mills, Rue du Pre, St Peter Port, Guernsey G1 6HS

Please ensure that **you** quote **your** policy number (which can be found on your insurance schedule) in all correspondence, so that **your** complaint can be dealt with speedily. A senior Director in Guernsey is responsible for monitoring the quality of services and compliance with the laws and regulatory practice codes applying to all parties to which they outsource any activity.

**The Insurer** will acknowledge receipt of **your** complaint within five business days, detailing who is dealing with **your** complaint and, if possible, give **you their** response at that time. If investigations take longer **you** will be provided with a full written response within four weeks, or the current position of your complaint will be explained and **you** will be provided with an indication as to when the Insurer expects to provide **their** final response which will, at the latest, be within eight weeks of receipt of **your** complaint.

**Trafalgar Insurance Company Limited** is not covered by the Financial Ombudsman Service (FOS). However, if **you** are not satisfied with **their** final response **you** may be entitled to register your complaint with the Channel Islands Financial Ombudsman (CIFO). You can contact CIFO at: Channel Islands Financial Ombudsman PO Box 114 Jersey Channel Islands JE4 9QG

Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org) Website: [www.ci-fo.org](http://www.ci-fo.org)

**Trafalgar Insurance Company Limited does not subscribe to the FSCS. However, in the unlikely event of any default or insolvency, additional security has been put in place with details available upon request via [mail@trafalgarinsurance.gg](mailto:mail@trafalgarinsurance.gg)**

For section 6 of **your** policy

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

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

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

Financial Ombudsman Service  
Exchange Tower,  
London  
E14 9SR.

Telephone 0800 023 4567

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

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

### **Compensation scheme**

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

### **Data Protection**

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

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

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

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

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

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

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

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

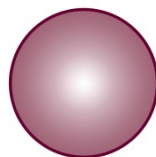
Data Protection Officer.  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR. UK

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

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

### **Alternative Format**

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



**Paragon**

Paragon Car Ltd  
1st Floor Jupiter House • Orbital One • Green Street Green Road • Dartford • Kent • DA1 1QG  
Paragon Car Ltd is authorised and regulated by the Financial Conduct Authority under  
registration number 312028

v7.0 06/20