



**Paragon**

**SELECT LET POLICY**



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# Paragon Select Let Residential Property Owners Insurance Policy

## Introduction

This policy wording is evidence of a legally binding contract of insurance between **You** (the insured) and **Trafalgar Insurance Company Limited**, the **Insurer**.

- The information **You** provided, or which has been provided on **Your** behalf when **You** took out insurance with Trafalgar.
- 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 **Insurer** agrees 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 Channel Islands during any **Period of Insurance** for which **You** have paid or agreed to pay the premium.

**Our** provision of insurance under this **Policy** is conditional upon **You** observing and fulfilling the terms, provisions, conditions and **Clauses** of this **Policy**.

Nobody other than **You** (the insured) and **Paragon Car Ltd on behalf of Trafalgar Insurance Company Ltd** 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 we 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 **We** 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.

### Your insurance intermediary

**Your** insurance has been arranged with **Paragon Car Ltd** 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 with the **Insurer**.

### The Parties involved in Your Insurance

**Your Policy** is arranged and administered by **Paragon Car Ltd** on behalf of the **Insurer, Trafalgar Insurance Company Limited**, 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 Lane, 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 GY1 6HS

These parties can be checked on the Financial Services Commission Register at [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.  
1<sup>st</sup> Floor Jupiter House  
Orbital One  
Green Street Green Road  
Dartford  
Kent  
DA1 1QG

**You** should contact the insurance intermediary that arranged **Your** insurance 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).

#### **Cooling Off Period**

**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 the **Policy** document, whichever is the later, and receive a refund of the premium paid less **Our** operational costs. However, the **Insurer** reserves **Their** rights not to refund any premium if **You** have made a claim on this **Policy**.

#### **Cancellation**

- a) **Insurers** may cancel this insurance by giving **you** 14 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim, you will receive a pro rata refund of your premium, less **Paragon Car Limited's** administration charge for cancellation of £10.50 plus IPT.
- b) **You** may also cancel this insurance at any time by writing to your insurance intermediary. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim, you will receive a pro rata refund of your premium, less **Paragon Car Limited's** administration charge for cancellation of £10.50 plus IPT.

# GENERAL DEFINITIONS

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule** and will appear in bold print and with a capital letter.

## **Accidental Damage**

Sudden and unexpected damage occurring at a specific time and caused by external means.

## **Administrator, They, Their, Them**

The firm appointed by **Insurers** to administer this insurance on its behalf.

## **Building(s)**

Used wholly or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You** or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom: Great Britain, Northern Ireland, Isle of Man or the Channel Islands**.

## **Consequential Loss**

Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**

## **Endorsement**

A specific term, condition or variation to the **Policy**.

## **Excess**

The first amount of any claim for which **You** are responsible and will be stated on the **Schedule**.

## **Landlords Contents**

Household goods and furnishings, appliances and aerals for which **You** are responsible and contained within the **Buildings** but excluding **Valuables**, wearing apparel and pedal cycles.

## **Limit of Indemnity**

The amount **Insurers** will pay in respect of any one claim and during any one **Period of Insurance** as detailed in the **Schedule**.

## **Period of Insurance**

The **Policy** commences from the date shown on **Your Schedule** (the date **Your** application is accepted by **Insurers**) for the period for which the **Premium** has been paid.

## **Policy**

Incorporates the **Policy** booklet, covers, terms, conditions, and **Endorsements** of **Your** insurance contract with **Insurers**.

## **Premium**

The amount payable either as a monthly or as a single payment that **You** have agreed to pay **Insurers** in respect of insurance cover under this **Policy**.

## **Property**

The **Buildings** at the address stipulated in **Your Schedule**.

## **Schedule**

The document which provides specific details of the insurance cover in force.

## **Sum Insured**

The amount as shown in **Your Schedule** and being the most **Insurers** will pay in the event of any claim on this **Policy** (**Maximum £800,000 any one risk address**).

## **Tenancy Agreement**

A **Tenancy Agreement** in writing made between **You** and the **Tenant** which is an assured shorthold **Tenancy Agreement** within the meaning of the Housing Acts 1988 and 1996 or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988 or a **Tenancy Agreement** in which the **Tenant** is a limited company. In Northern Ireland the Agreement between **You** and the **Tenant** to let the **Property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978 nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983 or a **Tenancy Agreement** in which the **Tenant** is a limited company or a **Tenancy Agreement** or lease of a commercial premises or Any other residential tenancy accepted in writing by **Insurers**.

**Tenant**

A person occupying **Your Property** by virtue of a **Tenancy Agreement**.

**Uninsurable Risks**

Wear and tear; depreciation; fungus; rot; **Vermin** damage; mechanical or electrical fault; process of cleaning; repairing; restoration; renovating; any gradually operating cause or process.

**United Kingdom (UK)**

Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

**Unoccupied**

The **Property** is deemed as **Unoccupied** when it is not lived in by a **Tenant**.

**Valuables**

Articles of precious metals, Jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art and home computer equipment.

**Vermin**

Various small animals or insects, such as brown or black rats, house or field mice, wasps, or hornets, that are destructive, annoying or injurious to health.

**We / Us / Our / Insurer**

**Trafalgar Insurance Company Limited**

**You / Your / Insured**

The person(s) as specified in the **Schedule** or in the event of their death, their legally appointed representative.

## 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 always protected and handled in accordance with the provisions of the data protection regulations.

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 [trafalgarinsurance.gg/](https://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.



# SECTION 1

## BUILDINGS COVER

Insurers cover Your Buildings against loss or damage caused by the following insured perils:

**1. Fire, smoke, explosion, lightning, or earthquake.**

**Excluding**

- a) loss or damage caused by smog, industrial or agricultural output.
- b) any damage which happens gradually.

**2. Storm or flood.**

**Excluding**

- a) loss or damage caused by frost.
- b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patio and terraces, gates and fences, swimming pools, tennis courts.
- c) loss or damage caused by rising water table levels.

**3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.**

**Excluding**

- a) loss or damage to the apparatus and/or pipes from which water or oil has escaped.
- b) loss or damage caused by gradual emission.
- c) the first £300 of every claim unless otherwise specified in **Your Schedule**.
- d) loss or damage caused after **Your Property** has been **Unoccupied** for more the 45 days in a row unless for the period November to March inclusive the water supply is turned off at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

**You** must pay the amount of escape of water **Excess** shown in **Your Schedule**, which is increased to £1,000 after **Your Property** has been **Unoccupied** for more than 45 days in a row.

**4. Theft or attempted theft caused by violent and forcible entry or exit.**

**Excluding**

- a) loss or damage by any **Tenant** or person lawfully on the **Property**.
- b) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.
- c) loss or damage caused by deception unless deception is used solely to gain entry to **Your Property**.

**5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.**

**6. Riot, civil commotion, labour and political disturbances.**

**7. Malicious damage or vandalism.**

**Excluding**

the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

## 8. Subsidence, landslip or heave of the site upon which the Buildings stand.

### **Excluding**

- a) loss or damage caused by erosion of the coast or riverbank or watercourse.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Buildings** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

## 9. Falling trees, telegraph poles, lampposts, fixed aerials, dishes and masts.

### **Excluding**

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to gates and fences.
- c) loss or damage to aerials, dishes and masts.

## 10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the property.

### **Excluding**

- a) the first £1,000 of any claim for loss or damage whilst the **Buildings** are **Unoccupied** for 45 days or more.
- b) loss or damage caused by chipping, denting or scratching.
- c) loss or damage to ceramic hobs in free-standing cookers.

## 11. Flat Roofs

For every claim on Section 1 Buildings Cover where a flat roof exceeds:

- a) 25% of the total roof area - £500 Compulsory Excess applies
- b) 50% of the total roof area - £1000 Compulsory Excess applies

## 12. Accidental Damage to underground pipes, cables and services for which You are responsible.

### **Excluding**

- a) loss or damage due to wear and tear or gradual deterioration.
- b) loss or damage caused by faulty materials, design, workmanship or because of any alterations, renovations or repairs.
- c) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

13. Loss of rent and/or cost of alternative accommodation incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this Policy.

**Excluding**

- a) any amount exceeding 30% of the **Sum Insured** on the **Buildings** damaged and for losses incurred in a period exceeding 12 months from the date the **Property** became uninhabitable, unless stated otherwise in the **Schedule**.

14. Increased metered water charges incurred by You resulting from escape of water and a subsequent claim under Peril 3, Section 1 of this Policy.

**Excluding**

- a) any amount exceeding £750 in any **Period of Insurance**.

15. Expenses incurred by You as a result of removal of debris; compliance with Government or Local Authority requirements; architects' and surveyors' fees incurred in the reinstatement of the Building following loss or damage caused by any of the perils listed in Section 1 of Your Policy.

**Excluding**

- a) any fees charged in the preparation of a claim.

16. Trace and Access

In the event of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe, We will pay the costs necessarily and reasonably incurred by You in locating the source of such Damage, and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £1,000 any one claim and £2,000 any one Period of Insurance.

**Excluding**

- a) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

17. Metered Supplies

The cover afforded by the Section includes the additional water, gas, electricity or other metered supply charges incurred by You in consequence of Damage, and for which You are legally responsible, up to an amount of £1,000 any one claim and £2,000 any one Period of Insurance.

We will not pay for such charges incurred in respect of or whilst any building which is **Unoccupied** for more than 45 days.

The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period following the Damage, less the charge paid by You for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting Your supply consumption for 45 days or more.

18. Landscaped Gardens

The cover afforded by this Section includes costs incurred by You in consequence of Damage to the Buildings, up to an amount of £1,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

**ADDITIONAL COVER** – (only applicable if shown as being included on the **Schedule** and **You** have paid the **Premium**).

19. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 11 of this section.

**Excluding**

- a) loss or damage caused by **Uninsurable Risks**.
- b) loss or damage caused by **Vermin**; fungus; or domestic pets.
- c) the first £1,000 of any claim for loss or damage whilst the **Buildings** are **Unoccupied** for 45 days in a row.
- d) cost of normal maintenance.
- e) loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) loss or damage as a result of any **Building** alterations, renovations or repairs.
- g) loss or damage if previously specifically excluded from cover.

**Important Note:** Any successful claim for **Buildings** will be liable to the **Excess** as stated on the **Schedule**.

■ **Conditions that apply to Section 1 – Buildings Cover**

Index-linking Clause

The **Sum Insured** in Section 1 may be adjusted each month in accordance with the following indices:

The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors.

No additional **Premium** will be charged for each monthly increase but at each renewal the **Premium** will be calculated on the revised **Sum Insured** and will be shown on **Your** renewal **Schedule**. **However under no circumstances will the Building Sum Insured exceed £800,000 any one risk address.**

**Basis of Claims Settlement**

**Flats Clause**

The sum insured under Section one – **Buildings** represents the value of that portion of the **Building** owned by **You** (including external walls, roof and foundations and such common parts of the **Building** for which **You** are legally responsible). In the event of a loss resulting from an insured incident to any part of the **Premises** not occupied by **You** but for which **You** are legally responsible, Section one – **Buildings** will only pay such proportion of that loss as the sum insured under Section one bears to the reinstatement value of the **Buildings**.

In the event of loss or damage to the **Buildings**, **we** will pay the full cost of reinstatement as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement.

If the **Buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **Policy**, Insurers' liability will:

- 1) not exceed the proportion that the **Sum Insured** bears to the full cost of reconstruction of **Your Property** as stated in the **Schedule**.
- 2) not exceed the **Sum Insured** for the **Property** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times, the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees.

**Insurers** will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design.

Insurers will not reduce the **Sum Insured** under this Section following a claim provided that

**You** agree to carry out Insurer's recommendations to prevent further loss or damage.

**20 Buildings condition**

**Excluding**

any loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row unless **Your Property** is inspected internally and externally at least every 7 days by a responsible adult and a record of these inspections is kept.

## SECTION 2

### LANDLORDS CONTENTS

Included as standard up to £5,000 sum insured but higher if shown in the schedule but not more than 20% of the **Buildings Sum Insured**.

Insurers cover Your Landlords Contents against loss or damage caused by the following insured perils:

#### 1. Fire, smoke, explosion, lightning, or earthquake

##### **Excluding**

- a) loss or damage caused by smog, industrial or agricultural output.
- b) any damage which happens gradually.

#### 2. Storm or flood

##### **Excluding**

- a) **Landlords Contents** in the open.
- b) loss or damage caused by frost.
- c) loss or damage to domestic fixed fuel-oil tanks in the open, loss or damage caused by rising water table levels.

#### 3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

##### **Excluding**

- a) loss or damage to the apparatus and/or pipes from which water or oil has escaped.
- b) loss or damage caused by gradual emission.
- c) the first £300 of every claim unless otherwise specified in **Your Schedule**.
- d) loss or damage caused after **Your Property** has been **Unoccupied** for more the 45 days in a row unless for the period November to March inclusive the water supply is turned off at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

**You** must pay the amount of escape of water **Excess** shown in **Your Schedule**, which is increased to £1,000 after **Your Property** has been **Unoccupied** for more than 45 days in a row.

#### 4. Theft or attempted theft caused by violent and forcible entry or exit.

##### **Excluding**

- a) loss or damage by any **Tenant** or person lawfully on the **Property**.
- b) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.
- c) any amount exceeding £500 in respect of **Landlords Contents** contained within detached domestic outbuildings and garages.
- d) loss of any item whilst in the open.

#### 5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

#### 6. Riot, civil commotion, labour and political disturbances.

#### 7. Malicious damage or vandalism.

##### **Excluding**

- a) the first £1,000 of any claim for loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row.

#### 8. Subsidence, landslip or heave of the site upon which the Buildings stand.

##### **Excluding**

- a) loss or damage caused by erosion of the coast or riverbank or watercourse.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim unless otherwise specified in **Your Schedule**.
- g) loss or damage that originated prior to the commencement of this insurance.
- h) loss or damage caused by the movement of solid floors unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Landlords Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

#### 9. Falling trees, telegraph poles, lamp posts, fixed aerials, dishes and masts.

##### **Excluding**

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to aerials, dishes and masts.

#### 10. Costs of alternative accommodation incurred by You, as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.

##### **Excluding**

- a) any amount exceeding 20% of the **Sum Insured** on the **Landlords Contents** of the **Buildings** damaged or destroyed.

#### 11. Legal Liability to the public Limit of Indemnity - £2,000,000.

All sums for which You are legally liable as the owner of the contents to pay as compensation for accidental death or injury to any person, or loss or damage to third party property including defence costs and expenses incurred with Our prior consent.

##### **Excluding**

- a) bodily injury or death to any person who is engaged in **Your** service or is a member of **Your** family or household.
- b) arising directly or indirectly out of the transmission of any communicable disease.
- c) damage to property under **Your** custody or control.
- d) arising out of any profession, occupation or business other than through private letting of the **Property**.
- e) arising out of the ownership, possession or operation of:
  - 1) any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**.
  - 2) any power operated lift.
  - 3) any aircraft or watercraft.
  - 4) a caravan whilst being towed.
  - 5) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
  - 6) arising out of pollution or contamination.
  - 7) if **You** are entitled to indemnity under any other insurance.
  - 8) any cost or expense not agreed by **Insurers** in writing.

## 12. Accidental Damage cover to the Landlords

Contents contained within the Property in addition to those perils as listed in paragraphs 1 to 9 of this Section.

### **Excluding**

- a) loss or damage if previously specifically excluded from cover.
- b) loss or damage caused by normal wear and tear.
- c) loss or damage caused by **Vermin**, fungus or atmospheric or climatic conditions.
- d) loss or damage caused by cleaning or making repairs; or alterations.
- e) loss or damage caused by pets.
- f) the first £1,000 of any claim for loss or damage whilst the **Buildings** are **Unoccupied** for 45 days or more.
- g) loss or damage as a result of mechanical or electrical breakdown.
- h) the first £1,000 of any claim after **Your Property**
- i) has been **Unoccupied** for more than 45 days in a row.

**Important Note:** Any successful claim for **Landlords Contents** will be liable to the **Excess** as stated on the **Schedule**.

## 13. Contents condition

### **Excluding**

any loss or damage after **Your Property** has been **Unoccupied** for more than 45 days in a row unless **Your Property** is inspected internally and externally at least every 7 days by a responsible adult and a record of these inspections is kept.

# CONDITIONS THAT APPLY TO SECTION 2

## LANDLORDS CONTENTS

### Index-linking Clause

The **Sum Insured** in Section 2 may be adjusted each month in accordance with the following indices:

The Consumer Durable section of the General Index of Retail Prices or its equivalent.

No additional **Premium** will be charged for each monthly increase but at each renewal the **Premium** will be calculated on the revised **Sum Insured** which will be shown on **Your** renewal **Schedule**.

### Basis of Claims Settlement

In the event of loss or damage to **Your Landlords Contents**, **Insurers** will replace the damaged **Landlords Contents** as new provided that the **Sum Insured** is at least equal to the cost of replacing all the **Landlords Contents**. At their option, **Insurers** may either pay the cost of replacing the lost or damaged item as new or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, ~~Our~~ **Insurers**' liability will not:

- 1) exceed the proportion that the **Sum Insured** bears to the full cost of replacement of **Your Landlords Contents** as stated in the **Schedule**.
- 2) exceed the **Sum Insured** for **Your Landlords Contents** as stated in the **Schedule**.

It is **Your** responsibility to ensure that at all times the **Landlords Content's Sum Insured** reflects the total cost of replacement as new.

**Insurers** will not pay for the cost of replacing or repairing any undamaged item(s) of the **Landlords Contents** of **Your Property** which forms part of a pair, set, suite or part of a common design.

**Insurers** will not reduce the **Sum Insured** under this Section following a claim provided that **You** agree to carry out the **Insurers** recommendations to prevent further loss or damage.

## SECTION 3

### LANDLORDS LEGAL LIABILITY

Limit of Indemnity – £2,000,000 unless stated otherwise on the Schedule.

All sums for which You are legally liable to pay as compensation for accidental death or injury to any person or loss or damage to third party property arising directly as a consequence of Your ownership of the Property, including defence costs and expenses incurred with Insurers prior consent.

#### **Excluding**

- a) bodily injury or death to any person who is engaged in **Your** service or is a member of **Your** family or household.
- b) arising directly or indirectly out of the transmission of any communicable disease.
- c) damage to **Property** under **Your** custody or control.
- d) arising out of any profession, occupation or business other than through private letting of the **Property**.
- e) arising out of the ownership, possession or operation of:
  - 1) any mechanically propelled vehicle other than a private garden vehicle operated within **Your Property**.
  - 2) any power-operated lift.
  - 3) any aircraft or watercraft.
  - 4) a caravan whilst being towed.
  - 5) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) arising out of ownership or use of any land or building not situated within the **Buildings** as specified in the **Schedule**.
- g) arising out of pollution or contamination.
- h) if **You** are entitled to indemnity under any other insurance.

This **Policy** includes **Your** landlords legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for injury to a third party or loss or damage to third party property arising from a defect in **Your Property** including defence costs that **Insurers** have agreed in writing to pay.

#### **Important Note:**

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



# GENERAL CONDITIONS

## APPLICABLE TO ALL SECTIONS OF THIS POLICY

### Duty of Care

**You** must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended or when any **Tenant** has retired for the night. **You** must not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting this **Policy**. **You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Insurers**. **You** must act promptly to gain vacant possession of the **Property** and recover any Rent Arrears.

### Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the Answers **You** have given as soon as possible. Failure to advise **Insurers** of a change to **Your** answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

### Misrepresentation and Non-Disclosure

In the event that information provided to **Insurers**, by **You** or on behalf, in connection with this insurance is established to be false, misleading, or where applicable, not appropriately disclosed, **Insurers** may exercise Their right to amend the terms of this contract.

If **Insurers** establish that the false or misleading information was provided, or not disclosed, either deliberately or recklessly by **You**, then **Insurers** may treat this **Policy** as if it never existed.

However, if it is established that **You** carelessly provided the false or misleading information, or unintentionally overlooked disclosing relevant information, then **Insurers** may treat the **Policy** as if it never existed and refuse a claim made, or, reduce the amount of a claim payment to be made.

**Insurers** may also amend the terms of this **Policy** or cancel this **Policy** in accordance with the Cancellation Condition

### Fraudulent / False Claims

If **You** make any claim knowing the claim to be false or fraudulent this insurance shall become void and all claims shall be forfeited. **Insurers** have the right to notify the Police of any such instances or circumstances.

### Unoccupancy

- 1) If the **Buildings** as specified in the **Schedule** will be left unattended for 7 days or more **You** must immediately ensure that the gas and water system must be turned off and drained at the mains or any heating system in place must be set at a continuous minimum temperature of 14 degrees celsius.

**Failure to comply will result in any claims under peril 3 of sections 1 & 2 being declined.** **You** must notify **Insurers** if the **Buildings** as specified in the **Schedule** are to become regularly unattended for more than 45 days in any single period.

### Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- a) The natural expiry date of the **Policy**.
- b) Any sequence of claims over the **Limit of Indemnity** during the **Period of Insurance**
- c) **You** fail to pay **Your Premium**.

### Arbitration

If there is a dispute between **You** and **Insurers**, which is not solved by the **Policy**, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

### Acts of Parliament

Any reference to Act of Parliament within this **Policy** shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the **United Kingdom**.

### Changes in Circumstances

**You** must notify **Insurers** of any change in **Your** circumstances and in particular the use of **Your Property**; the type of **Tenant** occupying the **Building**; the cost of rebuilding **Your Property** or replacing **Your Landlords Contents**.

**Multi-Property Policy**

It is understood and agreed that each **Property**, as listed in **Your Schedule**, is deemed to be covered as though separately insured.

**Notice of Building Works**

**You** must notify **Insurers** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**.

**Contracts (Rights of Third Parties) Act 1999**

No person or company who is not party to this **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

**Other Insurance**

If **You** have any other insurance which covers the same loss, damage or liability, **Insurers** will only pay Their share of any claim.

**Observance**

**Insurers'** liability to make any payment under this **Policy** will be conditional on **You** complying with the terms and conditions of this insurance.

**Alteration of Risk**

**You** shall notify **Insurers** immediately of any alteration in risk which materially affects this insurance.

**Recovery of Costs**

**Insurers** may take proceedings at Their own expense in **Your** name to recover any sums paid under this **Policy**.

**Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

# GENERAL EXCLUSIONS

## APPLICABLE TO ALL SECTIONS OF THIS POLICY

This **Policy** does not cover the following:

### a) **Radioactive Contamination**

loss or damage to any **Property** resulting or arising from any **Consequential Loss**;

any legal liability, directly or indirectly caused by or contributed to by or arising from:

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

### b) **War**

loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to **Property** under the order of any government or public or local authority.

### c) **Terrorism**

loss or damage directly or indirectly caused by or in connection with any act of terrorism regardless of any other cause or event.

An act of terrorism means an act including but not limited to the use of force and violence and/or threat of any person(s) or group(s) acting alone or on behalf of any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government and to put the public or any section of the public, in fear. This exclusion also extends to include loss or damage directly or indirectly caused by action to control, prevent, suppress any act of terrorism.

### d) **Deliberate Act**

loss or damage caused intentionally by **You** or anyone working on **Your** behalf.

### e) **Existing Damage**

loss or damage occurring prior to the commencement of **Your** insurance cover.

### f) **Sonic Pressure**

loss or damage from pressure waves caused by aircraft or other flying devices travelling at sonic or supersonic speeds.

### g) **Consequential Loss**

consequential loss as a result of any claim under this **Policy**.

### h) **Wear and Tear**

loss or damage as a result of wear and tear, rusting or corrosion; wet or dry rot or fungus or anything that happens gradually.

### i) **Computer Date Recognition and Viruses**

loss or damage to computer equipment caused by computer date changes and or computer viruses. Viruses include any programs or software which affects computer programs and/or functionality.

### j) **Motor Vehicles**

loss or damage caused to any motor vehicles (other than domestic garden implements), caravans, trailers or watercraft and accessories.

### k) **Domestic Pets**

loss or damage caused by domestic pets or **Vermin**.

### l) **Coronavirus Exclusion Clause**

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:

- 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**

# Claims Procedure and Conditions

## Claims Conditions applicable to the whole of this insurance

### Your duties

In the event of a claim or possible claim under this insurance

- Notify:  
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**  
Dedicated Email: [trafalgarclaims@ctplc.com](mailto:trafalgarclaims@ctplc.com)
- **You** must provide the Claims Centre with written details of what has happened within 30 days and provide any other information **Insurers** may require.
- **You** must forward the Claims Centre within 3 days, any letter, claim, writ, summons or other legal document **You** receive if a liability claim is made against **You**.
- **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- **You** must not admit liability or offer or agree to settle any claim without **Insurers'** prior written permission.
- **You** must take all reasonable care to limit any loss, damage or injury.
- **You** must provide **Insurers** with reasonable evidence of value or age (or both) for all items involved in a claim.

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

### How we deal with your claim

#### Defence of claims

**We** may:

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

#### Other insurance

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

This clause does not apply to fatal injury.

#### Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid, and all claims shall be forfeited.

# Complaints

**We** are dedicated to providing **You** with a high standard of service and **We** want to ensure **We** maintain these standards at all times.

If **you** are unable to resolve the matter with **your** insurance intermediary and wish to make a complaint **You** may do so at any time by referring the matter to the Managing Director, **Paragon Car Ltd**, 1<sup>st</sup> 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 firm that arranged **Your** insurance with **Us**; who will deal with **Your** complaint.

Complaints that cannot be resolved by **Paragon Car Ltd**:

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

Compliance Officer:

**Trafalgar Insurance Company Limited**; Town Mills, Rue du Pre, St. Peter Port, Guernsey GY1 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 our services and compliance with the laws and regulatory practice codes applying to us.

They will acknowledge receipt of your complaint within five business days, detailing who is dealing with your complaint and, if possible, give you our 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 we expect to provide our final response which will, at the latest, be within eight weeks of receipt of your complaint.

**Trafalgar Insurance Company Limited** If you are not satisfied with our 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)

## Financial Services Compensation Scheme

**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)**

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 as set out in this notice, or receiving communication 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)

## Effected through Company

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

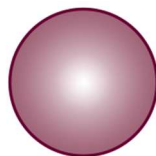
When drawing up this contract, **Insurers** have relied on the information **You** provided at inception and any subsequent alterations has been used to form the basis of this contract.

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

## Applicable to All Policies

**Paragon Car Ltd** will charge a £15.75 on new business and renewals, a further charge of £15.00 will be made for any adjustments made in the policy period, plus IPT (Insurance Premium Tax) at the current rate applicable.

Cancellations will be charged at £10.50 where the policy has been in force, plus IPT (Insurance Premium Tax) at the current rate applicable.



**Paragon**

Paragon Car Ltd  
1<sup>st</sup> 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