

# Noble

## Home and Contents Insurance



**Paragon**

Policy Booklet



## Contents

Introduction to your Home Insurance policy	Page 3
Telling us about a claim	Page 6
Notification of changes which may affect your insurance – keeping us updated	Page 7
Data Protection	Page 9
Fraud prevention, detection and claims history	Page 9
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 – Family legal expenses	Page 38
General terms and conditions	Page 49
General exceptions	Page 52
Cancellation	Page 54
What to do if you have a complaint	Page 55

## Paragon Noble

### Home and Family Legal Expenses Insurance Policy

#### Introduction

This policy wording is evidence of a legally binding contract of insurance between **you** (the insured) and **us** Ptarmigan Underwriting UK on behalf of the **insurers** - China Taiping Insurance (UK) Company Limited in respect of sections 1 to 5 and Great Lakes Insurance SE in respect of section 6. **We** rely upon:

The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**;  
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 **us** 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.

**We** 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 and the Isle of Man 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 **us** Ptarmigan Underwriting UK on behalf of China Taiping Insurance (UK) Company Limited has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

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

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.

## 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 us. They should be read in conjunction with the full text of your policy wording.*

## Your insurance intermediary

**Your** insurance has been arranged and placed with **us** 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 with **us**. They have been 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 and underwritten by Ptarmigan Underwriting UK on behalf of the insurers, China Taiping Insurance (UK) Company Limited; who are Registered in England (Company number: 1766035). Their Registered Office is; 2 Finch Lane, London, EC3V 3NA.

Paragon Car Ltd. is registered in England company no. 04133312 with a registered office at 55 Station Parade, Hayes, Bromley, Kent BR2 7EB and is authorised and regulated by the Financial Conduct Authority (FRN 312028).

Ptarmigan Underwriting UK, a trading name of Lucas Fettes and Partners Ltd and Lucas Fettes and Partners Ltd are an Insurance Intermediary authorised and regulated by the Financial Conduct Authority. FCA register number is 146279. Registered office: Plough Court, 37 Lombard Street, London, EC3V 9BQ.

Registered in England & Wales 1445305.

China Taiping Insurance (UK) Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number is 202690.

These parties can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

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

The **administrator** can be contacted at:

Paragon Car Ltd.  
London House  
Thames Road  
Crayford  
Kent  
DA1 4SL

**You** should contact the firm that arranged **your** insurance with **us** 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 Ltd  
Unit 3  
St Philips Court Yard  
Church Hill  
Coleshill  
Birmingham  
B46 3AD

Dedicated Claims line  
(Business & Out of Hours): 0207 608 1334  
Email: [ctaipingclaims@ctplc.com](mailto:ctaipingclaims@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.

**We** and they 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 **we** or 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)**

Qdos Broker & Underwriting Services Limited will administer section 6 of **your** insurance.

We can be contacted at:

Windsor House  
Troon Way Business Centre  
Humberstone Lane  
Thurmaston  
Leicestershire  
LE4 9HA

Telephone: 01455 852102  
Email: [claims@qdosunderwriting.com](mailto:claims@qdosunderwriting.com)

**You** should contact **us** 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).

Qdos Broker & Underwriting Services 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 us 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.

Qdos Broker & Underwriting Services Limited will deal with **your** claim as quickly and fairly as possible. We 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 **we** 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 Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

## Telling us about a claim

**If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases our 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:** 0207 608 1334

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:** 01455 852102

**Email:** [claims@gdosunderwriting.com](mailto:claims@gdosunderwriting.com)

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

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

If **we** 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 **we** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we** will tell **you**, and if requested by **you** provide confirmation in writing.

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

If **you** do not accept **our** advice, **we** 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**, **we** 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**, **we** 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.

**We** 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 **us** will act on **your** behalf and **you** must accept the nomination. If **we** agree **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 **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**.

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 **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by **us** they are appointed in the performance of **our** 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 **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

**We** 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 **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we** 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 firm that arranged **your** insurance with **us**, and **us** 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 firm that arranged **your** insurance with **us** immediately.

**If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases our 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 insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** 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 **us** with any changes to the information **you** provided at the time you asked us to insure **you**.

When **you** tell **us** about these changes **we** may adjust the premium. If **you** do not tell **us** 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 us 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 tell **us** about 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 **us** about changes, **your** insurance may not cover **you** fully or at all.

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

### How we 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 **we** deem this was not deliberate or reckless:

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

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

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

### Fraudulent claims

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

**We** may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

**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.**

## Important information about your insurance with us

### Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. .

By proceeding to enter into this insurance contract with **us** you consent that **we** may process the personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy [<http://uk.cntaiping.com/uk-privacy/>], a copy of which can be provided on request. **Your** personal data will be retained in strict confidentiality and security.

Also, **you** agree that for underwriting and administration purposes, **your** information may be transferred to, and stored or processed at, other China Taiping group companies; some of these companies may be located in countries where privacy and data protection law differ from the UK, including countries outside the European Economic Area ("EEA").

**Your** information may be processed by data processors engaged by China Taiping Insurance (UK) Co Limited, including some that may be outside the EEA.

It may also be necessary to share **your** data with other third parties, including loss adjustors and claims handlers, as set out in our privacy policy (see link above). These data processors will be subject to a written agreement concerning the treatment, storage and use of **your** personal information.

Where it is necessary to transfer, store or process data, **we** collect from **you** at a destination outside the EEA, any such transfers will be made in compliance with the Data Protection Act. By submitting **your** personal data, **you** agree to this transfer, storing or processing.

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.  
London House  
Thames Road  
Crayford  
Kent  
DA1 4SL

Email: [info@paragon-uk.net](mailto:info@paragon-uk.net)

### Information on products and services

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

### Fraud prevention, detection and claims history

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

**We** 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 **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** give **us** 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 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

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

### Other insurers

**We** may pass information about **you** and this policy to other insurance companies with which **we** either reinsure **our** 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 located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** 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.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
  - Checking details on applications for credit and credit related or other facilities;
  - 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 **us** if **you** want to receive details of the relevant fraud prevention agencies.

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

### Telephone recording and document management

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

**We**, the **administrator** or any other service providers appointed by **us** 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 weight as the original.

## Our service commitment

### Customer feedback

If **you** have any suggestions or comments about how the firm that arranged **your** insurance with **us**, **we** or the **administrator** can improve **our** cover or the service **we/they** have provided please write to the **administrator**.

The **administrator** and **we** welcome feedback to enable **them** or **us** to improve products and services.

In the event that **we** are 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, **we** reserve 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 **us**.

### 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, they, their, them

The firm appointed by **us** 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 **us** 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 on **our** behalf 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 **our** 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 of time 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 **our** prior authority. 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 **our** prior permission 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** as a result of compaction due to the weight of the **buildings**.

### Small claim(s)

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

### 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 **we** 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 in order to obtain a conviction (*mens rea*).



### Subsidence

Downward movement of the land beneath the **buildings** that is not as a result of **settlement**.

### Sum Insured

The amount shown on **your schedule** as the most **we** 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, gem stones, jewellery, watches and furs.

### We, us, our

Ptarmigan Underwriting UK on behalf of China Taiping Insurance (UK) Company Limited as **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 just aren't 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	Family legal expenses	Yes	Yes

The cover **we** provide 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.

**We** 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

**We** 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

**We** 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 **we** 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

We 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 as a result 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.

We 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.

We 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 we will pay for any one claim under the policy is up to £1,500.

### What is not covered under item 9

We 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

We 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

We 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 **we** also accept 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 **us** about this and **we** 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 **we** accept a claim for damage to **buildings** by falling trees **we** 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

**We** 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 **we** have accepted a claim for damage to the **home** and the damage means **your home** cannot be lived in, **we** 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 **we** will pay is up to 20% of the **sum insured** for **buildings**, until the **home** is ready to live in.

### Guidance notes

*When we refer to reasonable additional accommodation expenses, this means that we 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. We are happy to discuss this with you and will help to find suitable accommodation for you.*

### What is covered under item 15

#### 15. Replacement locks.

If the keys to the locks of:

- External doors of the **home**;
- Alarm systems or safes fitted in the **home**.

Are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms.

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

### What is covered under item 16

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

**We** 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 **we** will pay for any one claim under the policy is up to £1,000.

### What is covered under item 17

17. 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**, **we** 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 **we** will pay for any one claim under the policy is up to £5,000.

### What is not covered under item 17

**We** 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 18

18. **Your** liability to the public.

**We** 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.

**We** will pay up to £5,000,000 for any one incident in respect of **your** liability to the public.

**We** will also pay all **your** costs and expenses that **we** have 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 18

**We** will not pay more than £5,000,000 for any one incident.

**We** 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 19

#### 19. 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 20

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

We 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, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

### What is not covered under item 20.

We 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)

We 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 **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have 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.



## 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.

**We** 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.

**We** 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

**We** 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

**We** 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 **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have 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 **we** will not settle claims on an "as new" basis and will reduce any payment to reflect the wear and tear.

#### 2. Settling claims

**We** 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 **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

#### What we will pay

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

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

If **we** accept a claim under section 1 or 2 we 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 **we** have agreed to pay;
- The cost of meeting building regulations or municipal or local authority bye-laws.

### Guidance notes

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

### What we will not pay

**We** 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;
- **We** 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

**We** 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.

## 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.

**We** 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

**We** 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

**We** 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 **we** 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 **we** 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

**We** 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 **we** will pay for any one claim under the policy is up to £1,500.

### What is not covered under item 8

**We** 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 **we** 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

**We** 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

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**.

**We** 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 or the Isle of Man.
- Anywhere else in the United Kingdom or the Isle of Man.

### What is not covered under item 13

**We** 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**.

**We** 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 **we** will pay for any one claim under the policy is up to £1,000.

### What is not covered under item 14

**We** 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. Replacement locks.

If the keys to the locks of:

- External doors of the **home**;
- Alarm systems or safes fitted in the **home**

Are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms.

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

### What is covered under item 16

#### 16. Food in freezers

**We** 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 **we** will pay for any one claim is up to £1,000.



### What is not covered under item 16

**We** 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 17

17. Domestic heating oil and loss of metered water.

**We** 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 watertanks, pipes, equipment or fixing heating systems.

**We** 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 **we** will pay for any one claim under the policy is up to £1,500.

### What is not covered under item 17

**We** 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 18

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

#### Guidance notes

*When we refer to reasonable additional accommodation expenses, this means that we 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. We are happy to discuss this with you and will help to find suitable accommodation for you.*

### What is covered under item 19

19. Fatal injury benefit.

**We** 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 **we** will pay for any one claim under the policy is up to £3,000.

### What is covered under item 20

#### 20. Household removals.

**We** 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 or the Isle of Man.

### What is not covered under item 20

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

### What is covered under item 21

#### 21. Religious festivals and wedding gifts.

**We** 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 22

#### 22. Occupiers, personal and employer's liability.

**We** 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 and the Isle of Man;
  - 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**.

**We** will not pay more than £5,000,000 for any one incident of occupiers and personal liability, unless a claim is 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** (in which case the most **we** will pay for any one incident is £10,000,000 for employers liability).

This will include any costs and expenses incurred by **you** which **we** have agreed to in writing.

### What is not covered under item 22

**We** 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 employers 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 ([opsi.gov.uk](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.*

#### What is covered under item 23

##### 23. Tenant's liability

**We** 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 **we** will pay for any one claim under this policy is £1,000,000.

### What is not covered under item 23

We 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 24

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

We 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 we will pay for any one claim under the policy is up to £1,000.

### What is covered under item 25

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

We 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 25

We 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

We 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.

**We** 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**.

**We** 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

**We** 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

**We** 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.

## 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 **we** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

#### 2. Settling claims

**We** 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 **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

#### What we will pay

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

**We** 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

**We** will not pay more than 40% 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

**We** 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

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

**We** 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 **us** any loss that **you** claim for. **We** 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**, **we** 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 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 most **we** 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

**We** 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**.

**We** 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.

**We** will also cover any costs **we** 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 **we** 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. Our cover will reimburse the cardholder within the policy terms for unrecoverable charges.*

### What is not covered under item 2

**We** 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**.

**We** will provide cover for loss of or damage to **your** pedal cycles 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**.

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

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

### What is not covered under item 3

**We** 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**.

**We** will provide cover for loss of or damage to **your** mobile phones and tablets 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**.

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

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

### What is not covered under item 4

We 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

We 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.

We 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.

We 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 **we** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

#### 2. Settling claims

**We** 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 **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

#### What we will pay

The most **we** 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.

**We** 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

**We** will not pay more than 40% 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

**We** 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**

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

**We** 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 **us** any loss that **you** claim for. **We** 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**, **we** will either request proof of value prior to providing cover for the item or at the time of loss.

## Section 6. Qdos Household & Family legal expenses insurance

Arranged by: Qdos Broker & Underwriting Services Limited

Underwritten by: UK General Insurance Ltd on behalf of Great Lakes Insurance SE

### About this policy

---

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

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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

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

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

### Making a claim

---

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

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

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

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

Email: [claims@qdosunderwriting.com](mailto:claims@qdosunderwriting.com)

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



## Definitions

---

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

### Appointed representative

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

### Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### Consequential loss

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

### Date of occurrence

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

### Disbursements

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

### Electronic Data

Facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

### Employee

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

### Goods

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

### Insured person

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

### Insurer/their/them/they

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

### Legal expenses

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

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

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

### Legal proceedings

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

### Limit of indemnity

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

### Part 36 Offer

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

### Qdos/we/us/our

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

### Period of insurance

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

### Territorial limits

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

### United Kingdom

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

### You/your/policyholder

The person(s) named on the Policy Schedule.

### Your home

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

## This policy will cover

---

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

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

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

### Section 1. Domestic property protection

Disputes arising out of:

- a) A third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an *insured person's* material property which causes or could cause physical damage or pecuniary loss
- b) Infringement of *your* legal rights originating from the ownership of *your home*.
- c) A contract in *your* name and relating to *your home* for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the *insured person* has entered into the agreement or alleged agreement after the commencement of the first *period of insurance*.
- d) The landlord's failure to maintain *your home*.

### Exclusions to Section 1

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

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

### Section 2. Professional negligence

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

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

### Section 3. Legal defence

The defence of any:

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

## Section 4. HM Revenue & Customs enquiries

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

### Exclusions to Section 4

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

## This policy will not cover

---

This policy does not cover any claim:

### 1. Prospects of success

That does not have reasonable prospects of success.

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

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

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

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

### 2. Trade, business or profession

Arising from any trade, business, profession or employment of any *insured person* except as provided for under Section 4B of 'This policy will cover'.

### 3. Motor vehicles

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

### 4. Libel or slander

Relating to written or verbal remarks.

### 5. Deliberate, dishonest, violent or criminal acts

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

### 6. Legal expenses not agreed

For *legal expenses* incurred:

- a) Before we agree to pay them on the *insurer's* behalf;
- b) Where *you* and/or an *insured person*:
  - i. Pursue or defend a case without *our* agreement or in a different manner to or against the advice of the *appointed representative*;

- ii. Fail to give proper instructions in due time to *us*, to the *appointed representative* or to counsel or other persons instructed by the *appointed representative*;
- c) Where the *appointed representative* refuses to act on behalf of the *insured person* for any reason other than a conflict of interest when General Condition 5 will apply.
- d) In respect of witnesses, experts or agents interviewed, engaged or called as a witness without *our* prior written approval.
- e) Prior to issue of formal *legal proceedings* which does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.

## 7. Delay and prejudicial acts

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

## 8. Other insurance

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

## 9. Fines and Penalties

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

## 10. Disagreement

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

## 11. Date change

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

## 12. Electronic Data

For *legal expenses* arising from any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted.

## 13. War & Terrorism

For *legal expenses* arising from any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

For *legal expenses* arising from any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense), caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.

## 14. Radioactive contamination

For *legal expenses* arising from any direct or indirect consequence of:

- i. irradiation or contamination by nuclear material; or
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;

## 15. Judicial review

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

#### **16. Bankruptcy, liquidation or receivership**

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

#### **17. Intellectual property**

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

#### **18. Medical negligence**

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

#### **19. Breakdown of marriage**

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

#### **20. Non consent**

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

#### **21. Part 36 disregard**

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

#### **22. Unreasonable behaviour**

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

## General conditions - Section 6. Qdos Household & Family legal expenses insurance

---

### 1. Your responsibilities

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

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

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

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

All *insured persons* must

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

### 2. Fraudulent claims or statements

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

### 3. Reporting and acceptance of a claim

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

### 4. Acceptance of a claim and right to refuse indemnity

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

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

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

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



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

## 5. Legal representation

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

## 6. Control of the claim

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

## 7. Payment under this insurance

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

## 8. Recoveries

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

## 9. Arbitration

Any dispute or difference of any kind between the *insurer*, *us* and an *insured person* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

## 10. Assignment

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

## 11. Waiver

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

## 12. Governing law

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

## 13. Third Party rights

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

## 14. Cancellation rights

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

The *Insurer* shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

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

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

## Complaints - Section 6. Qdos Household & Family legal expenses insurance

---

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

### 1. Complaints regarding the sale of the policy:

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

### 2. Complaints regarding claims:

Please contact in the first instance:

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

Tel: 01455 852102

Email: [feedback@qdosunderwriting.com](mailto:feedback@qdosunderwriting.com)

If *Your* complaint in either case cannot be resolved by the end of the next working day it may be referred to the underwriters of this policy UK General Insurance Limited on behalf of Great Lakes Insurance SE at Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ, email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk). Tel: 0345 218 2685

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567

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

Website: <http://www.financial-ombudsman.org.uk/>

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

## Financial Services Compensation Scheme

---

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

## Data Protection Act 1998

---

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

## 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, **we** 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.
- **We** 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 **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim or, where applicable, renew **your** insurance with **us**; 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 firm that arranged **your** insurance with **us** at the start of the insurance, subsequent alteration or renewal. **You** must tell the firm that arranged **your** insurance with **us**, the **administrator** or **us** 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 our employees, the **administrator**, or the firm that arranged **your** insurance with **us**, 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 **us**, 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 us 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 **us** 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 **our claims service provider** (sections 1 to 5) or **us** (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 **we** or they need to settle **your** claim;
- Do all **you** reasonably can to get back any lost or stolen property and tell **our claims service provider** without unnecessary delay if any property is later returned to **you**. If property is recovered and **we** have settled your claim, the property recovered becomes **ours**;
- Call **our claims service provider** if you receive any information or communication about the event or cause;
- Avoid discussing liability with anyone else without **our** permission.

**You** must tell the firm that arranged **your** insurance with **us**, the **administrator** or **us** 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 our 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 us settle your claim it is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, instruction booklets, and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim.*

### 4. Our Rights

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

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

**We** or **our 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 **us**.

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

### 5. Policy limits

For any claim or series of claims covered by this policy, **we** 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 **we** can settle **your** claim.

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

## 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, **we** will seek to enforce payment of the premium in full.

**We** 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, **we** will only pay **our** proportionate share of the claim.

## 8. Index linking

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

The new **sum(s) insured** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls. **We** 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 and contents for the correct sums 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 **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that persons 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; or
  - Terrorism;

As set out in items 1 and 2 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, **we** will reduce **your** no claim discount at the renewal of **your** policy in accordance with **our** no claim discount scale applicable at the time.

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

**We** do not grant no claims discount on policies running for less than 12 months.

## Cancellation

### Guidance notes

*You or we may cancel this insurance at any time. We set out below the circumstances under which we 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 us the truth or we reasonably suspect fraud.*

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

### Cancellation by you during the cooling-off period

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with this insurance. The cooling-off period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a claim, **you** have the right to cancel the policy and receive a refund of the premium **you** have paid:

- 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 **us**; or
- If **your** policy has already commenced, **you** will receive a refund of premium from **us**, equivalent to the unexpired period of cover on a pro rata basis.

### Cancellation by you – after the cooling-off period

**You** may cancel this policy by contacting the firm that arranged **your** insurance with **us**.

If **you** have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current **period of insurance**, **you** will receive a refund of premium from **us** equivalent to the unexpired period of cover on a pro rata basis.

Where **you** have made a claim and wish to cancel **your** policy **you** will not be entitled to a refund of premium.

If **you** are paying the annual premium by monthly instalments, no further premiums will be collected from **you** once the firm that arranged **your** insurance with **us** received notice of cancellation from **you**, provided there have been no claims or incidents likely to result in a claim in the current **period of insurance**.

If **you** are cancelling the policy and there has been a claim or incident likely to result in a claim in the current **period of insurance** the full annual premium must be paid by **you**.

Cancellations will not be backdated.

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

**We**, or the **administrator** 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 **us**.

Valid reasons include but are not limited to the following:

### Cancellation by us – non-payment of premium

**We**, the **administrator** or the firm that arranged **your** insurance with **us** can cancel this policy by giving **you** 7 days' notice in writing to the last address **you** notified to **us**. If **we** receive payment by the date set out in the letter **we** will take no further action. There will be no refund of premium if **our** cancellation is the result of **your** failure to pay the full premium.

### Cancellation by us – where we reasonably suspect 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 **we** ask 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 **our** cancellation is the result of **your** dishonesty or where **we** reasonably suspect fraud by **you**.

Where **our** investigation provides evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out. **We** may also seek reimbursement of any claims monies paid by **us** since the fraud was committed.

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

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

### Cancellation by us – other reasons

Where cancellation is effected by **us**, the **administrator** or the firm that arranged **your** insurance with **us** 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**, **we** will refund the premium relating to any unused portion of cover within the current **period of insurance** on a pro-rata basis.

#### Guidance notes

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

## What to do if you have a complaint

**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** broker or insurance advisor and wish to make a complaint **you** may do so at anytime by referring the matter to the Managing Director, Paragon Car Ltd, London House, Thames Road, Crayford, Kent, DA1 4SL 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 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, **your** agent will pass it to:-

The Compliance Officer  
China Taiping Insurance (UK) Co. Ltd  
2 Finch Lane  
London EC3V 3NA Telephone: 0207 8391888

**We** or the administrator will investigate **your** complaint as soon as possible, and endeavour to resolve **your** concerns within three working days. If **we** are unable to do so, **we** will acknowledge receipt within five working days and advise when **you** can expect a detailed response. We will investigate the matter thoroughly and issue a final response letter within eight weeks; or advise **you** if **we** need more time to investigate the matter; and when **you** will receive **our** final response letter. **We** will also confirm when **we** expect to issue our final response and advise **you** that you may be eligible to refer the complaint to the Financial Ombudsman Service. (see details below),

For section 6 of your policy

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

Tel: 01455 852102

Email: [feedback@qdosunderwriting.com](mailto:feedback@qdosunderwriting.com)

Financial Ombudsman Service

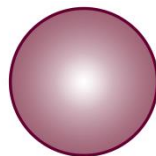
Complaints that cannot be resolved may be referred to the Financial Ombudsman Service. The (FOS) and can be contacted at: Exchange Tower, London E14 9SR

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

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

### Financial Services Compensation Scheme

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



# Paragon

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