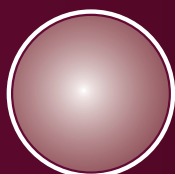


# Smart Home and Contents Insurance



**Paragon**

Policy Booklet



## **Introduction**

Paragon Car Ltd act on behalf of a number of insurers and are based in the UK. **We** offer our products exclusively through intermediaries and brokers and **our** priority is to provide a first class service to all of our customers.

This Policy is underwritten by **Gable Insurance A. G.**, registered at Pflugstrasse 20, 9490 Vaduz, Liechtenstein. **Gable Insurance A. G** are registered with the FCA under number 446896 (see [www.fca.gov.uk/register](http://www.fca.gov.uk/register)).

This booklet must be read in conjunction with **your schedule** and key facts document and anything **you** do not understand, or if any statement is incorrect, **you** should refer to your **insurance** advisor.

Thank **you** for choosing Paragon for **your** household insurance.

Signature

A handwritten signature in black ink that reads "Paul Bamaral." The signature is written in a cursive style with a horizontal line underneath the name.

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## **How to make a claim**

If **you** need to make a claim on the policy the number **you** will need is:

Telephone: 0207 608 1334

If **you** prefer to claim in writing please address to:

Knowles Loss Adjusters Ltd  
51-52 St John's Square,  
London  
EC1V 4JL

Please note the following important information and advice:

Claims must be reported by **you** as soon as reasonably possible.

If **you** have suffered a loss due to theft, malicious damage, vandalism or of something is lost or damaged away from **home**, inform the police and request an incident number.

**You** must provide reasonable evidence of value and age for all of the items involved in a claim.

Do not admit fault if **you** or anyone covered by this insurance are being held responsible for injury or damage. Do not pay, or offer to pay, any money to anyone. Pass all correspondence from the third party to the claims department, unanswered.

**We** may take full control of the claim in **your** name in respect of all negotiations and proceedings arising from the claim, including legal defence of the claim and proceedings against others.

Failure to comply with these conditions may result in **your** claim being refused.

## **Fraudulent claims**

If **you** or anyone acting on **your** behalf, or any member of **your family** makes a claim which is exaggerated, in any way false or supports a claim with a false document or statement, the claim will be refused, all cover will be cancelled and the police will be informed.

## **Meaning of words**

The following words will have the same meaning wherever they appear in **your** policy or **schedule**. These will be highlighted in **bold** type.

**Accidental damage** - Damage caused suddenly and unexpectedly by an outside force.

**Bodily injury** - Death, illness, injury or disease.

**Business equipment** - Computers, printers, scanners and their accessories, office furniture, photocopiers and phone equipment in **your home**, other than equipment belonging to **your** employer.

**Buildings** - The **home** and its permanent fixtures, fittings and decorations. Walls, gates, fences, ornamental pools, cesspits, central heating tanks, septic tanks, hard tennis courts, drives, patios, sunken swimming pools all contained within the boundaries of the land at the risk address shown on the **schedule**.

**Contents** - Household goods and personal property within the **home** which are **your** property or which **you** are legally responsible for.

Includes:

Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.

Property in the open but within the premises up to £1,000 in total.

**Money** up to £1,000 and bank/credit cards up to £1,000.

**Valuables** up to 40% of the sum insured for **Contents** within the private dwelling subject to a £3,000 limit for any one item unless specified in the **schedule**.

Does not include:

Motorised vehicles (other than garden machinery), caravans, trailers, watercraft and any accessory which is designed for use of the aforementioned.

Any living creature.

Any part of the **buildings**.

Property held or used wholly or partial for business purposes, other than that described under **business equipment**.

Any property insured under any other insurance.

**Credit Cards**- Credit, cheque, charge, debit or cash dispenser cards.

**Endorsement**- A change in the terms and conditions of this insurance.

**Excess** - This is the amount deducted from the claim payment for each claim as shown in **your schedule** and/or **your policy** document.

**Family** - **You, your** spouse, civil partner, domestic partner, dependent children and other relatives who permanently reside with **you**.

**Gable** - The insurer who has issued this policy to **you**, and their representatives from time to time (which may include their underwriting agents, their adjusters or solicitors and other professional advisers).

**Home** - The private dwelling and domestic outbuildings provided they are situated within the boundaries of the risk address as shown on the **schedule** and used for domestic purposes and are of **standard construction**.

**Money** - Current legal tender, cheques, postal and money orders, postage stamps not forming part of a collection, saving certificates, travellers cheques, premium bonds, gift tokens, travel tickets and phone cards all held for private purposes by **you** or **your family**.

**Period of Insurance** - The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have agreed to accept a premium.

**Personal possessions** - Luggage, clothing, sports equipment, mobile phones, and items specifically designed to be carried or worn about the person which belong to **you** or **your family**.

Does not include:

**Money and credit cards**, guns and firearms, any property specifically insured under another insurance, pedal cycles, camping equipment.

**Schedule** - The document that shows **your** name, the risk address, details of the cover **you** have, the **period of insurance** and any **endorsements** that apply and forms part of **your** insurance policy.

**Standard construction** - Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

**Unoccupied** - Not lived in by **you** for more than 30 consecutive days.

**United Kingdom** - Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

**Valuables** - Jewellery and watches, furs, gold, silver, gold and silver plated articles and other precious metals, paintings, pictures, sculptures and other works of art, collections of stamps or coins.

**We, us, our- Gable Insurance**

**You, your, insured** - The person or persons named in the **schedule** and all members of **your family** who permanently live in the **home**.

## **Changes to your circumstances**

**You** must tell **your** insurance advisor immediately:

Before **you** change **your** address, within 7 days of planning any building work within the boundaries of **your home**. Before any change of use or occupancy of the **home**. If **your** home is to be **unoccupied** for more than 30 consecutive days. If **you** or anyone covered under this insurance is convicted, or charged, with a non-motoring offence. **You** change your occupation.

## **Prevention of loss**

**You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair. Failure to do so may result in the policy being void.

## **Cancellation**

If **you** wish to cancel this policy within 14 days of either the start of this policy or the date on which **you** receive the documents, whichever is the later, **you** will be entitled to a full refund of the premium paid, however Underwriters reserve the rights to withhold the refund any premium if **you** have made a claim on the policy.

If **you** cancel the policy after the 14 days cooling off period **you** may still be entitled to a refund depending on how long this insurance has been in force and whether **you** have made a claim.

**We** may also cancel this insurance at any time by writing to **you** or **your** insurance advisor. **You** may be entitled to a refund depending on how long this insurance has been in force and whether **you** have made a claim.

## **Policy Administration Fees**

Paragon will charge an administration fee for all amendments, including all cancellations, details of which can be found in the Key Facts Document.

## **Complaints Procedure**

**We** are dedicated to providing **you** with a high standard of service and **we** want to ensure **we** maintain these standards at all times. **We** understand that things may go wrong despite **our** best endeavours and if this happens **we** will aim to correct the situation quickly and satisfactorily.

Should **you** have cause to complaint regarding sections 1 to 6 please contact **us** by writing to:

The Managing Director, Paragon Car Ltd, London House, Thames Road, Crayford, Kent, DA1 4SL, or email [Complaints@paragon-uk.net](mailto:Complaints@paragon-uk.net)

Complaints that cannot be resolved may be referred to,

**Gable Insurance** on 020 7337 7460 or email [phil.foot@gableinsurance.com](mailto:phil.foot@gableinsurance.com)

**Gable** will acknowledge within five working days and advise **you** of the name and title of the person who is handling your complaint.

**We** will deal with your complaint as quickly as possible and aim to provide **you** with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate **we** will provide details with **our** response. If **we** feel **your** complaint is not justified full reasons for **our** decision will be provided to **you**.

If **we** are unable to resolve your complaint with twenty working days **we** will write to **you** and explain why **we** have been unable to resolve the issue. **We** will also advise **you** when you can expect to receive our final response.

If **you** are not satisfied with the result of **Gable's** internal complaints procedure **we** will give **you** our final response so that **you** can, if **you** wish, refer the matter to the **Financial Market Authority Liechtenstein, Holy Cross 8, P.O. Box 684, 9490 Vaduz, Principality of Liechtenstein. Tel: +423 236 7373, Fax: +423 236 7374 or Email: [info@fma-li.li](mailto:info@fma-li.li)**

## **Your Responsibilities**

All questions must be answered honestly and to the best of **your** knowledge and the time of taking this policy and when renewing. Failure to do so may result in the policy being cancelled, claims not paid or terms imposed including additional **excesses**.

It is essential to keep **your** home in a good state of repair and take reasonable steps to protect **your** property against theft, loss of damage. **Your** policy is there to protect **you** from unforeseen events, not against wear and tear.

Any claims for loss will be subject to evidence of ownership and value, therefore **you** should keep all purchase receipts, valuations and photographs which will help support **your** claim.



## **Law Applicable**

Unless **we** agree otherwise the laws of England and Wales will apply to this contract of insurance and the language used will be English.

## **Rights of parties**

This is a legally-binding contract between **you** and **us** and does not give rights to anyone else to enforce any part of this contract.

## **Data protection**

All data supplied will be handled in accordance with the Data Protection Act 1998. **We** will not disclose **your** information to anyone except where **we** have **your** permission to do so, where it is necessary to handle claims or provide insurance to **you**, where **we** are required by law, where **we** may transfer rights and obligations under this agreement or to credit reference and fraud prevention agencies and other companies that provide a service to **us**, **our** partners, or **you**.

## Section 1-Buildings

What is covered	What is not covered
<b>Your policy covers loss of or damage to your buildings caused by</b>	The <b>excess(es)</b> shown in your <b>schedule</b>
1a) fire, lightning, explosion or earthquake	
1b) smoke damage.	for loss or damage by any gradually operating cause.
2) aircraft and other flying devices or items dropped from them.	
3) storm, flood, hail or weight of snow.	a) for loss or damage to drives, patios and terraces, gates fences and hedges. b) damage caused by a rise in the water table c) The <b>excess</b> on your <b>schedule</b> in respect of any flood claims.
4) escape of water from and frost damage to fixed water tanks, apparatus or pipes.	a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one. b) for loss or damage to domestic fixed fuel oil tanks and swimming pools. c) for loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.
5) escape of oil from fixed domestic oil-fired heating installation in <b>your</b> home.	a) for loss or damage caused by faulty workmanship. b) for loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.
6) theft or attempted theft.	a) for loss or damage while the <b>home</b> is not furnished enough to be normally lived in. b) for loss or damage while the <b>home</b> is lent, let or sub-let, unless the loss follows a violent and forcible entry.
7) collision by vehicle or animal.	
8) any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.	For loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in.
9) subsidence or heave of the site upon which the <b>buildings</b> stand or landslip or landslide.	for loss or damage a) to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event. b) caused by or resulting from costal or river erosion c) caused by bedding down or made-up ground settling d) or destruction to solid floors moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time. e) occurring while the buildings are undergoing structural repairs, alterations or extensions.
10) falling trees or branches.	a) loss or damage to fences and gates. b) for loss or damage caused by trees being cut down or cut back within the premises.

<b>This Section also covers:</b>	<b>But does not cover:</b>
A) Repair or replacement following <b>accidental damage</b> to fixed glass (including double glazing) forming part of the home, ceramic hobs forming part of a permanently fixed unit, sanitary fixtures in the <b>home</b> .	Loss or damage while the <b>buildings</b> are not furnished enough to be normally lived in, or whilst <b>unoccupied</b> .
B) Repair or replacement following <b>accidental damage</b> to underground service pipes and cables to or from the home for which you are legally responsible for.	Any costs in clearing blocked sewer pipes, drains, soakaways or tanks, or the damage caused whilst attempting to clear any blockage. Damage to pitch fibre pipes due to design, construction or installation of the drain.
C) Increased domestic water charges <b>you</b> have to pay following an escape of water claim which gives rise to an admitted claim under this policy.	More than £1,500 in any one <b>period of insurance</b> .
D) Professional cost following loss or damage to an insured peril in respect of architects, surveyors, consulting engineers and legal fees. The costs of removing debris and making safe the building and the cost <b>you</b> have to pay to comply with Government or local authority requirements.	Any costs incurred without <b>our</b> prior agreement, any costs incurred in preparing a claim under this policy and any costs if the Government or local authority have served notice on <b>you</b> prior to the loss or damage.
E) Benefits under Section one continues for anyone buying the building until the sale is completed or the insurance ends, whichever is sooner.	The building if it is insured under any other insurance.
F) The cost of tracing the source of any escape of water or oil escaping from fixed tanks or pipes for which <b>you</b> are legally responsible.	More than £5,000 in any one <b>period of insurance</b> . If <b>you</b> claim under section One and Two for this loss <b>we</b> will not pay more than £5,000 in total.
G) The cost of repairs following loss or damage to <b>your</b> trees, plants or shrubs caused by fire, theft or attempted theft, malicious damage or damage caused by a person rioting or taking part in a civil commotion, impact by vehicles or aircraft, lightning or explosion.	More than £1,000 for any one claim or more than £100 per item.
H) i) Cost of reasonable alternative accommodation. ii) Loss of rent due to <b>you</b> which <b>you</b> are unable to recover; when <b>your</b> home is uninhabitable following loss or damage which is covered under this policy.	Any amount more than 20% of the sum insured for <b>buildings</b> .  Any amount incurred without <b>our</b> prior agreement.
I) Repairs required following damage caused by forced access by emergency services in circumstances where such damage is not covered under any other section of this policy.	Damage caused by police raids, any amount over £1,000 in any one <b>period of insurance</b> .

## Extension to Section 1-Accidental Damage to Buildings

What is covered	We will not pay The <b>excess(es)</b> shown in your <b>schedule</b>
Accidental Damage to the <b>buildings</b> .	a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section one. b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking. for deliberate acts by <b>you</b> or a member of <b>your family</b> . c) the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse. d) for faulty workmanship, defective design or the use of defective materials. e) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended. f) for damage caused by extreme temperatures or exposure to light. g) for damage caused by infestation, vermin, domestic pets, corrosion, damp, wet or dry rot, mould or frost or fungi. h) for damage to outbuildings not made of <b>standard construction</b> . i) for damage while the <b>home</b> is lent, let, or sub-let.

## How we settle your claim under Section One

(Also refer to Exclusions and Exceptions in this policy)

**We** will decide if **we** will repair, replace or reinstate the damaged part of the **buildings** and if **we** do so by using one of **our** own suppliers.

If the repair or replacement is not carried out **we** will pay the loss of value resulting from the damage but not more than the cost to repair or replace the item had this been carried out straight away.

**We** will deduct an amount for wear and tear if the **buildings** are not properly maintained or if **your** sum insured is less than the actual cost of rebuilding **your home**.

The maximum we will pay is the sum insured shown in **your schedule** or the limit stated within this policy.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, suite or part of a common design or function.

## Section 2 Contents

What is covered	What is not covered
<b>Contents</b> which <b>you</b> own or which <b>you</b> are legally responsible for are covered for physical loss or damage whilst in the <b>home</b> or temporarily in the open within the boundary of the land belonging to the <b>home</b> , provided such loss is caused by:	The <b>excess(es)</b> shown in your <b>schedule</b> The maximum cover for <b>contents</b> in the open is £1000. <b>Contents</b> stored in outbuildings are only covered under section H below.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	Excluding gradually operating cause.
3. Storm, flood, hail or weight of snow.	Property out in the open is not covered. The <b>excess</b> on your <b>schedule</b> in respect of any flood claims.
4. Theft or attempted theft.	a) Loss or damage while the <b>home</b> is not furnished enough to be normally lived in. b) Loss or damage while the <b>home</b> is lent, let or sub-let, unless the loss follows a violent and forcible entry. c) Theft or attempted theft by a member of your <b>family</b> or any person lawfully in the <b>home</b> .
5. Persons acting maliciously, taking part in a riot, civil commotion or strike, or violent disorder.	Excluding damage by a member of <b>your family</b> or any person lawfully in the <b>home</b> .
6. Subsidence or heave of the site upon which the <b>buildings</b> stand, or landslide.	Excluding damage caused by or resulting from costal or river erosion, bedding down or made-up ground settling, destruction or damage to solid floors moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time or occurring while the buildings are undergoing structural repairs, alterations or extensions.
7. Falling trees or branches.	Excluding loss or damage caused by trees being cut down or cut back within the premises.
8. Escape of water from fixed tanks, apparatus or pipes.	Excluding loss or damage due to faulty workmanship.
9. Escape of oil from a domestic fixed oil-fired heating installation.	Excluding loss or damage due to faulty workmanship.
10. Impact by animal, vehicle or aircraft or articles dropped or falling from them.	Excluding damage from insects, livestock or domestic pets.
11. Theft or Accidental Loss of <b>Money</b> and <b>Credit Cards</b> within the geographical limits shown in the <b>schedule</b> .	a) Shortages due to error or omission. b) Loss of value. c) More than £1000 in respect of <b>Money</b> and £1000 in respect of <b>Credit Cards</b> . d) Theft or Loss if you have notified the police, border authorities and, in the case of <b>Credit Cards</b> , the issuing company. e) Theft or Loss of your <b>Credit Cards</b> if you have not complied with all other conditions required by the provider.
12) Accidental Damage to Blu-ray and DVD players, televisions, computer equipment when in the <b>home</b> and audio equipment.	Mechanical or electrical failure, wear and tear, damage caused by cleaning, maintenance or repairing the equipment, damage to records, discs, tapes

	(video and audio), computer software or items connected with any business or occupation. Loss or damage while the <b>home</b> is not furnished enough to be normally lived in.
13) Accidental breakage of mirrors, ceramic hobs in free standing cookers, glass tops and fixed glass in furniture.	Loss or damage while the <b>home</b> is not furnished enough to be normally lived in.

## **Extension to Section 2-Accidental Damage to Contents**

<b>This section also covers:</b>	<b>But does not cover:</b> The <b>excess(es)</b> shown in your <b>schedule</b>
A) <b>Accidental Damage to Contents.</b>	<p>1) Damage:</p> <p>a) caused by electrical or mechanical failure, computer virus, frost, damp, corrosion, rust, rot, fungus, insects, vermin, woodworm, domestic pets or livestock, wear and tear, or any gradually operating cause.</p> <p>b) caused by faulty workmanship, defective design, or the use of defective materials.</p> <p>c) caused during household removal,</p> <p>d) to clothing, food and drink.</p> <p>e) caused by the process of cleaning, dyeing, repair, renovation or restoration, or alteration.</p> <p>f) while the home is not furnished enough to be normally lived in.</p> <p>g) while the home is lent, let or sub-let, unless the loss follows a violent and forcible entry .</p> <p>2) Deliberate acts by you, a member of your family or any person lawfully in the home.</p> <p>3) Damage from any cause described in paragraphs 1 to 13 and B to I of this section.</p> <p>4) Specifically excluded under paragraphs 1 to 13 and B to I of this section.</p>
B) Accidental loss or damage to the <b>contents</b> whilst they are being moved by a professional remover from <b>your home</b> to a new permanent residence within the United Kingdom.	<p><b>Contents</b> insured elsewhere.</p> <p>Any loss or damage to brittle articles unless packed by a professional packer.</p> <p>Any amount which is the liability of the removal company.</p> <p>Any loss or damage not reported within 7 days.</p>
C) Accidental loss or damage to <b>contents</b> whilst temporarily away from <b>home</b> caused by any of the events under numbers 1-13 in section two while the <b>contents</b> are in any occupied private dwelling, any bank or safe deposit, in any building where <b>you</b> are living or working.	<p>Maximum amount we will pay is 20% of the sum insured under section two of this policy, up to a maximum limit of £5000.</p> <p><b>Money and credit cards</b> are excluded.</p>
D) Cost of temporary accommodation if <b>you</b> have to leave <b>your home</b> due to an event which is covered under this section.	The maximum amount <b>we</b> will pay is 20% of the sum insured under section two of this policy.
E) Replacement keys and locks for external doors to the <b>home</b> following loss or theft.	Maximum amount <b>we</b> will pay is £1000.
F) Increased domestic metered water charges <b>you</b> have to pay following an escape of water claim under peril 8, section 2.	Maximum <b>we</b> will pay is £1500 in any one <b>period of insurance</b> . If <b>you</b> claim for such loss under sections one and two <b>we</b> will only pay a combined maximum of £1500.

G) <b>Contents</b> in the open, including garden furniture and ornaments within the boundaries of the insured property if stolen or damaged by perils 1, 2, 4, 6, 7, or 10 under section 2 of this policy.	Maximum amount <b>we</b> will pay is £1000. Camping equipment is excluded. Loss or damage while the <b>home</b> is not furnished enough to be normally lived in.
H) <b>Contents</b> stored in outbuildings are covered if stolen or damaged by perils 1, 2, 4, 6, 7 or 10 under section 2 of this policy.	Maximum amount <b>we</b> will pay is £5000 for each claim other than for theft where the amount is restricted to £2500. <b>Money</b> and <b>credit cards</b> are excluded. Theft must involve forcible and violent entry or exit. Loss or damage while the <b>home</b> is not furnished enough to be normally lived in.
I) The <b>contents</b> sum insured will be uplifted by 10% during the month of December and one month before <b>you</b> or <b>your family</b> members' wedding to protect any gifts in <b>your</b> house.	
J) The cost of replacing <b>your</b> food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.	Maximum amount <b>we</b> will pay is £1000. <b>We</b> will not pay if the electricity is cut off deliberately by the supplier, or power failure due to a strike or other industrial action. No cover is granted if the freezer is over 15 years old.
K) Fatal injury to <b>you</b> , happening at the premises shown in the <b>schedule</b> , caused by outward and visible violence by burglars or by fire, provided that death occurs within twelve months of such injury, for the following amounts: £10,000 for each insured person over 16 years of age. £5,000 for each person under 16 years of age.	

## How we settle your claim under Section Two

(Also refer to Exclusions and Exceptions in this policy)

If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as the new article is as close as possible to but not an improvement on the original article when it was new; and **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to clothes or pedal cycles where **we** will take off an amount for depreciation.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, suite or part of a common design or function.

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

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

The maximum **we** will pay is the sum insured shown in **your schedule** or the limit stated within this policy.

## **Section three - Accidents to Domestic Staff**

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

<b>What is covered</b>	<b>What is not covered</b>
for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>	<ul style="list-style-type: none"><li>• for <b>bodily injury</b> arising directly or indirectly</li><li>• from any vehicle outside the <b>premises</b></li><li>• from any vehicle used for racing, pacemaking or speed testing</li><li>• in Canada or the United States of America after the total period of stay has exceeded has exceeded 30 days in the <b>period of insurance</b></li><li>• arising out of <b>your</b> ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order or Dangerous Dogs Amendment 1997 or any amending legislation.</li></ul>

### **Limit of insurance**

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

## **Section four - Legal Liability to the Public**

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

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.



What is covered	What is not covered
Your legal liability	Your legal liability
<p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b></li> <li>• damage to property</li> </ul> <p>caused by an accident happening at the premises during the <b>period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for</p>	<p>a) for <b>bodily injury</b> to:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service</li> </ul> <p>b) arising out of any criminal or violent act to another person or property</p> <p>c) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any other permanent member of the <b>home</b></li> <li>• any person engaged in <b>your</b> service</li> </ul> <p>d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the <b>period of insurance</b></p> <p>e) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>f) which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of <b>your</b> ownership, possession or use of:</p> <p>i) any motorised or horsedrawn vehicle other than: motorised mobility scooters</p> <p>gardening equipment used within the premises and pedestrian controlled gardening equipment used elsewhere</p> <p>ii) any power-operated lift, other than stair lifts</p> <p>iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs (Amendment) 1997 or any amending legislation</p> <p>h) in respect of any kind of pollution and/or contamination other than:</p>

	<ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> as soon as possible but not later than 30 days from the end of the <b>period of insurance</b>;</li> </ul> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>i) arising out of <b>your</b> ownership, occupation, possession or use of any land or <b>building</b> that is not within the <b>premises</b></p> <p>j) arising from The Party Wall etc Act 1996</p> <p>k) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>
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## Part B

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

## Part C

We will indemnify <b>you</b> for	We will not indemnify <b>you</b> for
Any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b>	<ul style="list-style-type: none"><li>• for any liability if <b>you</b> are entitled to indemnity under any other insurance</li><li>• for the cost of repairing any fault or alleged fault</li></ul>

## Limit of insurance

### We will not pay

- in respect of pollution and/or contamination: - more than **£2,000,000** in all
- in respect of other liability covered under section four:- more than **£2,000,000** in all for Part A and C, and **£100,000** for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

## **Section five -Valuables and personal possessions**

What is covered	What is not covered
<p>This insurance covers</p> <p><b>valuables and personal possessions</b> listed in the <b>schedule</b> (or specification(s) attached) against physical loss or damage within the geographical limits shown in the <b>schedule</b></p>	<p><b>We will not pay</b> The <b>excess(es)</b> shown in your <b>schedule</b></p> <p>a) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould, fungi or frost</p> <p>b) for damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure</p> <p>c) any amount over £1,500 for any one item unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b></p> <p>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</p> <p>e) for breakage of any sports equipment whilst in use</p> <p>f) for any loss of or damage to contact, corneal or micro corneal lenses</p> <p>g) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>your</b> personal supervision</p> <p>h) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>your</b> absence from such rooms</p> <p>i) pedal cycle cover is restricted to £500 per item, unless stated otherwise in the <b>schedule</b> or the specification(s) attached to the <b>schedule</b></p> <p>j) any amount over £1,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant</p>

Conditions that apply to Section five (**valuables and personal possessions**) only

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

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

#### **Your sum insured**

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

However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the **value** of **personal possessions** in the **home** at the time of such loss or damage.

#### **Limit of insurance**

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

## **Section six - Pedal Cycle cover**

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

What is covered	What is not covered
<b>This insurance covers</b> the cost of repairing or replacing <b>your</b> pedal cycles following:  theft or attempted theft or <b>accidental damage</b> occurring anywhere in the <b>United Kingdom</b>	<b>We will not pay</b>  a) for loss or damage to: tyres, lamps or accessories, unless the cycle is stolen or damaged at the same time  b) for damage from mechanical or electrical faults or breakdown  c) for loss or damage while the cycle is used for racing or pace making or is let out on hire or is used other than for private purposes  d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

### **Limit of insurance**

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

## **Section seven - Legal Expenses Cover**

### **Important Notice**

Please do not ask for help from a solicitor before **we** have agreed to underwrite their costs. If **you** do **we** will not pay the costs incurred.

### **Qdos Household & Family Legal Expenses Insurance**

#### **Arranged by: Qdos Broker & Underwriting Services Limited**

#### **Underwritten by: UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE**

#### **About this policy**

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

Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered 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 Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

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**

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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

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

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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**

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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

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### 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

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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 852050

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 Reinsurance (UK) 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

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Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if Great Lakes Reinsurance (UK) 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

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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 Exclusions and Exceptions – Sections 1 to 6.**

This policy does not cover:

### **1. War/radioactivity/sonic bangs**

Loss or destruction of or any damage to any property or any expenses or any consequences whatsoever which is the indirect or direct result or contributed to or by or arising from:

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military rising, civil commotion assuming the proportions of or amounting to an uprising or usurped power.
- b) radioactivity, ionising radiations or contaminations from nuclear fuel or nuclear waste from the combustion of nuclear fuel:
- c) the radioactivity, toxic explosive or other hazardous properties of explosive nuclear equipment.
- d) aircraft pressure waves from aircraft travelling at or above the speed of sound.

### **2. Terrorism.**

Loss or destruction of or any damage to any property or any expenses or any consequences whatsoever which is the indirect or direct result or contributed to or by or arising from Terrorism, or anything connected to Terrorism.

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

- a) the use or threat of force and/or violence and/or
- b) harm or damage to life or property including but not limited to damage by nuclear and/or chemical and/or biological and/or radiological means
- c) any action taken in controlling, preventing or suppressing acts of terrorism caused by person or persons advancing a political, religious or ideological cause.

### **3. Illegal use and criminal acts**

If it is proven that **you** use **your home** for illegal purposes, or if **you**, your **family** or any person lawfully in **your home** commits an illegal or criminal act giving rise directly or indirectly to a loss under this policy, **your** policy will be void,

### **4. Wear and Tear**

Damage caused by wear and tear or any other gradually operating cause.

### **5. Existing and Deliberate Damage**

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

## 6. Confiscation/Holding Clause

This insurance does not cover **you** for Customs or other government or local authority officials legally taking and holding or keeping **your** property or damaging your property in attempt to legally seize it.

## 7. Deception

Loss suffered due to any person obtaining **your** property by deception.

## 8. Pollution or contamination

Loss or damage caused by pollution or contamination unless arising from a sudden and unforeseen and identifiable accident or escape of oil from **your home** heating system.

## 9. Set or suites

The cost of replacing or repairing any undamaged parts of the **buildings** or its **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

## 10. Electronic Data Exclusion Clause

a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: Computer viruses, erasure or corruption of electronic data or the failure of any equipment to correctly recognise the date or change of date.

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

## 11. Indirect Loss or Damage

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

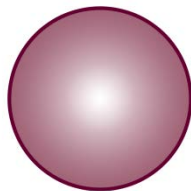
## 12. Underinsured (Averaging)

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

## 13. Alterations or building works

Loss or damage or liability to **your home** or **contents** whilst there are structural alterations or demolition being carried out, or extensions being added to the existing structure, unless **we** have been informed and agreed otherwise.





# 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