



**Paragon**

**SELECT LET POLICY**



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# Paragon Select Let Residential Property Owners Insurance Policy

## Introduction

Please read **your** insurance documents carefully and keep them in a safe place.

Please take time to read **your** Certificate in full to make sure **you** understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your** schedule and this Certificate, subject to the terms and conditions, and exclusions shown in this Certificate for all claims occurring during the **period of insurance**.

**Your** Certificate is valid for the **period of insurance** as shown on **your** schedule.

Please refer to the Certificate provided to **you** when the Certificate was purchased or amended, for details of the type and level of cover **your** Certificate provides.

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this Certificate.

**You** must notify **your broker** or **insurance advisor** as soon as possible if any of the information in **your** Certificate is incorrect or if **you** wish to make a change to **your** Certificate.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **your broker** or **insurance advisor** of any incorrect information or changes **you** wish to make, **your** Certificate may not operate in the event of a claim, **we** may charge **you** an additional premium, **we** may not pay any claim in full or **your** Certificate could be invalid.

Changes that may affect **your** cover

**You** must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this Certificate. It is important that:

**You** are clear which sections **you** have requested and want to be included;

**You** are clear what each section covers and does not cover;

**You** understand **your** own duties under each section and under the insurance as a whole.

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

This Certificate is governed by English law.

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

When drawing up this contract, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

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

## The parties involved in your insurance

**Your** Certificate (Sections 1-3) is arranged and administered by Paragon Car Ltd who are registered in England company no. 04133312 with a registered office at 1<sup>st</sup> Floor, Jupiter House, Orbital One, Green Street, Green Road, Dartford, Kent DA1 1QG.

Paragon Car Limited is authorised and regulated by the Financial Conduct Authority (FRN 312028). **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197.

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

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

Section 4 of the Certificate is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

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

## How to Make a Claim

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

For claims, except liability claims:	For liability claims:	For Key claims:
Call us on 0333 400 9072 Email us at <a href="mailto:ukgclaims@davies-group.com">ukgclaims@davies-group.com</a> Go online at <a href="http://ukgprop.davies-group.com">http://ukgprop.davies-group.com</a> Postal Address: Davies Managed Systems, PO Box 2801, Stoke-on-Trent, ST4 9DN	Call us on 0845 207 7453 Email us at <a href="mailto:UKG@kennedyslaw.com">UKG@kennedyslaw.com</a>  Postal address: Kennedys Claims Services, 6 Queen Street, Leeds, LS1 2TW	Call us on 0345 607 5329  Postal address: The Courtyard, High Street, Ascot, Berkshire, SL5 7HP

In all correspondence, please state that **your** insurance is underwritten by UK General Insurance (sections 1-3) or Inter Partner Assistance SA (section 4) and quote **your** unique Certificate number from your schedule.

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

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

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

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

## Cooling Off Period

**You** may cancel this insurance by writing to **your broker** or **insurance intermediary** within 14 days of either the start of the **period of insurance** or the date, on which **you** receive **your** documents, whichever is the later, this is known as a cooling off period. If **you** cancel **your** Certificate during this period of time, provided **you** have not made a claim or there has been an incident likely to result in a claim, **we** will refund **your** full premium, less Paragon's administration charge for cancellation of £10.50 plus IPT.

## Cancellation

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

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

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

If we cancel your Certificate, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 22.

b) If you wish to cancel the Certificate after 14 days, we will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

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

### **Administration Fees**

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

Mid Term Adjustments that are made in the Certificate period will be charged at £15.00 plus IPT (Insurance Premium Tax).

Cancellations will be charged at £10.50 plus IPT (Insurance Premium Tax) at the current rate applicable.

### **How to Make a Complaint.**

It is our intention to give you the best possible service however if you do have any cause for complaint about this insurance or the handling of any claim you should follow the complaints procedure below:

If you have a complaint regarding the sale or service of your Certificate, please contact the **broker** or **insurance advisor** or agent who arranged the insurance for you.

If you have a complaint about the handling of any other claim other than a liability claim, please contact:

Davies Group, Customer Relations, PO Box 2801, Stoke-on-Trent, ST4 9DN

Tel: 0333 400 9073

Email: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)

If you have a complaint about the handling of a liability claim, please contact:

Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW

Tel: 0845 207 7453

Email: [UKG@kennedyslaw.com](mailto:UKG@kennedyslaw.com)

In all correspondence, please state that your insurance is underwritten by UK General Insurance (sections 1-3) or Inter Partner Assistance SA (section 4) and quote your unique Certificate number from your schedule.

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

### **Financial Ombudsman**

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

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

The Financial Ombudsman Service,

Exchange Tower, London E14 9SR

Tel: 0800 023 4567

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

### **Financial Services Compensation Scheme**

If Watford Insurance Company Europe Limited. cannot meet their obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## GENERAL DEFINITIONS

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

### **Accidental Damage**

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

### **Broker/Insurance Advisor, They, Their, Them**

The firm appointed by Us to administer this insurance on Our behalf.

### **Building(s)**

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

### **Certificate**

Incorporates the Certificate, covers, terms, conditions, and **Endorsements** of **Your** insurance contract with **Us**.

### **Consequential Loss**

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

### **Endorsement**

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

### **Excess**

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

### **Landlords Contents**

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

### **Limit of Indemnity**

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

### **Period of Insurance**

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

### **Premium**

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

### **Property**

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

### **Schedule**

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

### **Sum Insured**

The amount as shown in **Your Schedule** and being the most **We** will pay in the event of any claim on this Certificate

### **Tenancy Agreement**

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

### **Tenant**

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

### **Uninsurable Risks**

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

### **United Kingdom (UK)**

Great Britain, Isle of Man and Northern Ireland.

### **Unoccupied**

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

**Valuables**

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

**Vermin**

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

**We / Us / Our / Insurer**

**UK General Insurance Limited**

**You / Your / Insured**

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

## How We Use Your Data

### Insurer Privacy Statement

#### WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this Certificate will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

#### UK GENERAL INSURANCE LIMITED

We are UK General Insurance Limited, our data controller registration number, issued by the Information Commissioner's Office, is Z7739575.

This information is relevant to anyone who uses our services, including Certificate holders, prospective Certificate holders, and any other individuals insured under a Certificate.

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

#### Why do we process your data?

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

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

Where you have purchased an insurance Certificate through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance Certificate.

For specific types of insurance policies, for example when offering you a Personal Accident Certificate, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance Certificate with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance Certificate; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### Privacy Notice

You can get more information about this by viewing our full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk) Alternatively, you can write to us at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

## Data Protection

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

To prevent and detect fraud we may at any time:

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

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

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

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



### **Credit Searches or Third-Party Information Sources**

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

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

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

# SECTION 1

## BUILDINGS COVER

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

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

**Excluding**

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

**2. Storm or flood.**

**Excluding**

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

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

**Excluding**

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

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

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

**Excluding**

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

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

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

**7. Malicious damage or vandalism.**

**Excluding**

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

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

##### **Excluding**

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

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

##### **Excluding**

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

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

##### **Excluding**

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

#### 11. Flat Roofs

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

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

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

##### **Excluding**

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

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

**Excluding**

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

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

**Excluding**

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

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

**Excluding**

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

**16. Trace and Access**

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

**Excluding**

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

**17. Metered Supplies**

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

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

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

**18. Landscaped Gardens**

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

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

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

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

**Excluding**

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

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

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

**Index-linking Clause**

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

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

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

**Basis of Claims Settlement**

**Flats Clause**

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

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

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

In respect of any claim made under this **Certificate**, **Our** liability will:

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

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

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

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

**You** agree to carry out **Our** recommendations to prevent further loss or damage.

**20 Buildings condition**

**Excluding**

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

## SECTION 2

### LANDLORDS CONTENTS

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

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

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

##### ***Excluding***

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

#### **2. Storm or flood**

##### ***Excluding***

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

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

##### ***Excluding***

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

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

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

##### ***Excluding***

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

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

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

#### **7. Malicious damage or vandalism.**

##### ***Excluding***

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

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

##### **Excluding**

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

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

##### **Excluding**

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

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

##### **Excluding**

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

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

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

##### **Excluding**

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

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

## 12. Accidental Damage cover to the Landlords

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

### Excluding

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

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

## 13. Contents condition

### Excluding

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

# CONDITIONS THAT APPLY TO SECTION 2

## LANDLORDS CONTENTS

### Index-linking Clause

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

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

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

### Basis of Claims Settlement

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

In respect of any claim made under this **Certificate**, **Our** liability will not:

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

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

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

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



## SECTION 3

### LANDLORDS LEGAL LIABILITY

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

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

#### **Excluding**

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

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

# SECTION 4

## KEY COVER

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

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

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

### What makes up this policy?

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

### Important information

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

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

### Jurisdiction and law

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

### Demands and needs

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

### Meaning of words

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

<b>Cover</b>	In the event of any of the Insured Incidents, <b>we</b> will reimburse <b>you</b> up to the limits stated and AXA Assistance will assist with the arrangements for replacing <b>your keys</b> and <b>locks</b> , or onward transportation.
<b>Excess</b>	The first £50.00 of any claim payable by <b>you</b> .
<b>Policy Holder</b>	The first person in whose name the <b>policy</b> is issued and who is protected in case of loss or theft of <b>keys</b> .
<b>Home/House</b>	The private dwelling located within the <b>territorial limits</b> as specified on the <b>policy schedule</b> .
<b>Keys/Locks</b>	Any <b>key</b> to any external door to <b>your</b> home, or <b>vehicle</b> including electronic key fobs and immobiliser keys.
<b>Policy</b>	Means this section four on the terms and subject to the conditions,
<b>Protection Policy</b>	limitations and exclusions set out in this document.
<b>Policy Limit</b>	The total amount payable in respect of each insured incident and in total for all Insured Incidents as in any one year as shown in <b>your policy schedule</b> including VAT. The total aggregate limit insured during the <b>policy period</b> is £1500.00 (£50 excess applies).
<b>Policy Period</b>	12 months from the start date of this policy as shown on <b>your policy</b> schedule.
<b>Policy Schedule</b>	Is the schedule issued to <b>us</b> on <b>your</b> behalf by Paragon Car Limited which contains details of <b>your policy</b> start date, <b>policy limit</b> and additional information in support of <b>your</b> application for <b>cover</b> under this <b>policy</b> , and which forms part of the <b>key protection policy</b> . <b>Your policy start date</b> is the <b>start date</b> as detailed in <b>your</b> finance agreement issued to <b>you</b> by Paragon Car Limited and where they have paid the <b>premium</b> on <b>your</b> behalf.
<b>Premium</b>	The <b>premium</b> is payable on the payment date shown in the <b>policy schedule</b> as the <b>premium</b> due date if applicable. The <b>policy</b> will start on the <b>start date</b> and will last until one of the criteria set out under 'Termination of <b>cover</b> ' is met.
<b>Proposal or Statement of Fact</b>	The documents completed or supplied by <b>you</b> or on <b>your</b> behalf by Paragon Car Limited and all other information provided by <b>you</b> on which <b>we</b> have relied when agreeing to provide this <b>key protection policy</b> . If <b>you</b> do not give <b>us</b> full information at the start, or do not tell <b>us</b> about changes, this <b>key protection policy</b> may no longer be valid and <b>we</b> may refuse to deal with any claim.

<b>Paragon Car Limited</b>	Paragon Car limited is authorised and regulated by the Financial Conduct Authority (FCA Number 312028). Its registered office is at 1 <sup>st</sup> Floor Jupiter House, Orbital One, Green Street Green Road, Dartford, Kent, DA1 1QG. It is registered in England no: 04133312
<b>Start Date</b>	The date <b>your cover</b> starts under this <b>policy</b> shown in <b>your policy schedule</b> .
<b>Territorial Limits</b>	UK: Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
<b>Vehicle</b>	the motor <b>vehicle</b> notified to <b>us</b> within the <b>proposal or statement of fact</b> .
<b>We, Insurer, Our, Us,</b>	Means Inter Partner Assistance SA, the underwriters of this <b>policy</b> and AXA Assistance UK Limited, the administrator of this <b>policy</b> , both of; The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.
<b>You, Your, Insured</b>	The first person named on the <b>policy schedule</b> .

#### Claims conditions

- All lost or stolen **keys** or **keys** broken in a **lock** must be reported to **Us** on 0345 607 5329 within 48 hours of the incident
- The police must be notified of all lost and stolen **keys** within 48 hours of the incident and a crime reference or lost property number obtained.
- All costs for any services rendered must be met by **you** and **you** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **Us** within 31 days of notifying AXA Assistance. Providing **Your** claim is within the terms of this **policy** **We** will validate **your** claim and reimburse **your** outlay up to the **policy** limits.
- If **you** claim under this **policy** for something that is also covered by another insurance **policy**, **you** must provide **Us** with full details of the other insurance **policy**. **We** will only pay **our** rateable proportion of the claim.
- **You** must take reasonable care to avoid anything which may result in a claim under this **policy**.

#### Exclusions

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

#### How to make a claim

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

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

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

## Insured incidents

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

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

## Cancellation – Your rights

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

## Cancellation – Our rights

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

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

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

**We** may cancel this policy 'with immediate effect if:

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

**We** will continue to honour any claims made before cancellation.

## Termination of cover

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

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

## Important information

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

## Complaints procedure

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

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

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

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

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

### Compensation scheme

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

### Data Protection

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

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

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

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

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

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

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

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

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

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

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

### Alternative Format

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

# GENERAL CONDITIONS

## APPLICABLE TO ALL SECTIONS OF THIS CERTIFICATE

### Duty of Care

**You** must take actions to prevent loss or damage to **Your Property** and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended or when any **Tenant** has retired for the night.

**You** must not breach any of the conditions of the **Tenancy Agreement(s)** or Legal Charge affecting this **Certificate**. **You** must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**. **You** must act promptly to gain vacant possession of the **Property** and recover any Rent Arrears.

### Consumer Insurance Act

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

### Misrepresentation and Non-Disclosure

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

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

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

**We** may also amend the terms of this **Certificate** or cancel this **Certificate** in accordance with the Cancellation Condition.

### Fraudulent / False Claims

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

### Unoccupancy

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

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

### Termination

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

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

### Arbitration

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

### Acts of Parliament

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

### **Changes in Circumstances**

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

### **Multi-Property Certificate**

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

### **Notice of Building Works**

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

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

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

### **Other Insurance**

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

### **Observance**

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

### **Alteration of Risk**

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

### **Recovery of Costs**

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

### **Notices**

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

# GENERAL EXCLUSIONS

## APPLICABLE TO ALL SECTIONS OF THIS CERTIFICATE

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

**a) Radioactive Contamination**

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

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

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

**b) War**

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

**c) Terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation; and or

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

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

**d) Deliberate Act**

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

**e) Existing Damage**

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

**f) Sonic Pressure**

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

**g) Consequential Loss**

consequential loss as a result of any claim under this Certificate.

**h) Wear and Tear**

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

**i) Computer Data Recognition and Viruses**

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

**j) Motor Vehicles**

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

**k) Domestic Pets**

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

**l) Infectious or Contagious Disease Clause**

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

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

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



# Claims Procedure and Conditions

## Claims Conditions applicable to the whole of this insurance

### Your duties

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

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

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

### How we deal with your claim

#### Defence of claims

**We** may:

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

#### Other insurance

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

This clause does not apply to fatal injury.

#### Subrogation

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

#### Fraudulent Claims

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

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

**We;**

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

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

We will not return any of the premiums paid.

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



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