PARAGON ADVANCE



Tenants Contents Insurance Policy Wording

Contents

About Your Policy 2
Our Service to You – Complaints 3
Financial Services
Compensation Scheme 5
The Insurance Contract 6
Data Protection
How to make a claim
How we settle your claim 10
Meaning of Words 12
Policy Cover
Section A – Contents 15
Section B – Personal Possessions 20
Customer Information 21
General Conditions 22
Exceptions

Thank You for choosing Paragon Advance as Your provider of Tenants Home Insurance, Underwritten by City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell.

ABOUT YOUR POLICY

Understanding and using Your policy

This section 'About **Your** Policy' does not form part of the insurance contract. It includes information that will help **You** to understand and use **Your** policy.

Insurance policies can be difficult to understand, so **We** have tried to make this document easy to read. Some words have a special meaning, and these are defined on pages 12 to 14. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

Your policy is in three parts – the policy wording (PolicyBooklet, Your Policy Schedule, and Your Statement of Fact).

The policy wording explains what is and what is not covered, how **We** settle claims and other important information.

Your Policy **Schedule** shows which sections of the policy wording apply to **You**, the limits to the cover and **Your** premium. Please keep **Your** Policy **Schedule** with the policy wording. **Your** Statement of Fact confirms the information that **You** have provided to **Us** at the start of **Your** policy.

You will be sent a new Policy Schedule whenever You or We make a change to the insurance and each year before renewal, so You can check that the cover still meets Your needs.

Once **You** have received **Your** policy documents **You** will have 14 days to make sure the cover is exactly what **You** need. If it isn't, **You** can send back **Your** documents to Paragon Advance, who will liaise with **Us** on **Your** behalf in relation to any necessary changes. Alternatively, **You** can request cancellation of this policy and **You** will receive a full refund of **Your** premium, as long as no claim has been made.

Your cover under this policy is for cash settlement on a new for old basis only, except for Section A25 – Legal Liabilities.

Please remember to keep **Your** sums insured (which are shown on **Your** Policy **Schedule**) up to date when **You** buy/acquire new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value so **You** should make certain that these items are insured for the correct amount at all times.

If You have any questions, please contact Us on: Tel: <u>02392 315189</u> email: <u>webmail@paragonadvance.com</u>

Your policy is arranged by Paragon Advance, which represents **You** in **Your** dealing with **Us**. Paragon Advance is an independent intermediary and is authorised and regulated by the Financial Conduct Authority under reference number 304595.

Paragon Advance deals with Us through Legal Protection Group Limited, which arranges Your policy on Your behalf with Us.

Other specialist firms may be instructed to advise in respect of claims or, in **Your** name, to recover from third parties in respect of any claims payment **We** make to **You**. The firm(s) may be based outside the UK and Channel Islands and shall handle **Your** data applying the same levels of confidentiality, protection and security that are applied in the UK and Channel Islands. Further information about international transfers is in **Our** Privacy Notice.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

The insurers for each section of cover provided under this insurance are as follows:

1. All covers under Section A (except 25 Legal Liabilities), and Section B personal possessions are underwritten by, City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ.

2. Cover Section A25 – Legal Liabilities, is underwritten by Ascot Syndicate 1414 at Lloyd's which is managed by Ascot Managing Agency Limited.

Ascot Managing Agency has given delegated authority to Legal Protection Group Limited to arrange, underwrite and bind insurance on their behalf under the Unique Market Reference Number specified in the **Schedule**.

The insurers, in relation to the Cover Section(s) they each underwrite are referred to as **We** or **Us** in this policy document.

Please note that City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell and Legal Protection Group Limited are related parties.

OUR SERVICE TO YOU

Our goal is to provide excellent service to all of Our customers, but We recognise that things do go wrong occasionally. We take complaints We receive seriously and aim to resolve each of Our customers' problems promptly. To ensure that We provide the kind of service You expect, We welcome Your feedback. We will record and analyse Your comments to make sure that We continually improve the service that We offer.

Complaints

If **You** do need to make a complaint, please initially present it to **Your** broker, Paragon Advance will acknowledge it within five working days of receipt. Most of **Our** customers' concerns can be resolved quickly but occasionally more detailed enquires are needed. If this is likely **We** will contact **Your** broker. Paragon Advance will then provide **You** with an update and give **You** an expected date of response. This will not be beyond 20 working days from when **You** first made **Your** complaint. If **We** have failed to sort out the situation within 40 working days, **You** will be given information about the Financial Ombudsman Service (FOS).

Paragon Advance

Paragon Advance was established in 1998 and was set up exclusively for landlords and tenants. Paragon Advance's sister company, FCC Paragon, was already successful and well established in providing letting agents with tenant referencing and insurance services, so Paragon Advance was a natural extension to this.

Paragon Advance has evolved and adapted to the ever-changing market and is constantly launching new products to keep at the forefront of the industry and one step ahead of the rest.

Paragon Advance are proud of the extensive offerings and have a number of sister companies. Paragon really are a "one stop shop" for landlords and tenants ensuring that every eventuality is covered.

Paragon's aim is to offer unrivalled customer service, value for money and a wide range of relevant services. Paragon is independently owned which means they have no affiliation with any other service providers, so **You** can rest assured that they have **Your** best interests at heart.

If **Your** complaint relates to policy coverage or the way a claim has been handled, Your complaint will be referred to the Insurers below:

In respect of All Sections under A Contents (except A25) and B Personal Possessions.

You should refer the matter to City & Commercial Insurance Company (PCC) Limited using the contact details below, quoting **Your** policy number to:

The Compliance Officer, City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ.

City & Commercial's Compliance Officer will acknowledge the complaint. City & Commercial aims to resolve **Your** concerns

within three working days, but if **We** are unable to do so **We** will confirm to **You** in writing that **We** have received **Your** complaint within five working days and will advise **You** of the person who will be dealing with the complaint, and when **You** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

Your complaint will be thoroughly investigated and City & Commercial will respond to it as soon as possible. Within eight weeks City & Commercial will provide a final response to **Your** complaint in writing or, if it is not possible to respond within that time, they will inform **You** in writing within twenty business days, why they have been unable to resolve the complaint within that time, why they need more time to do so and when **You** can expect to receive their final response.

If City & Commercial have not completed their investigation within eight weeks after the complaint was made, they will write to **You** and explain why there is a further delay. **We** will also confirm when they expect to issue their final response and to advise **You** that **You** may be eligible to refer the complaint to The Channel Islands Financial Ombudsman if **You** are dissatisfied with the delay.

Where **You** are eligible to refer **Your** complaint to the Channel Islands Financial Ombudsman, **You** have the right to do so free of charge, but **You** must do so within six months of the date of **Our** final response. If **You** do not refer **Your** complaint in time, the Channel Islands Financial Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

If **You** are dissatisfied with the response **You** receive in relation to **Your** complaint, or **Your** complaint is not resolved within 8 weeks, **You** have the right to refer **Your** complaint to the Channel Islands Financial Ombudsman.

Their address is: PO Box 114, Jersey, Channel Islands, JE4 9QG. Tel: 01534 748610

Email: enquiries@ci-fo.org **Website**: www.ci-fo.org

Important: This complaints notification procedure does not affect **Your** right to take legal action.

In respect of Section A25 only.

You should refer the matter to Legal Protection Group Limited using the contact details below, quoting **Your** policy number to:

Post: Customer Services Department, Legal Protection Group Limited, Briarland Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

Email: <u>complaints@legalprotectiongroup.co.uk</u> **Tel:** 0333 700 1040 (lines are open Mon to Fri 9am to 5pm).

Legal Protection Group Limited will review **Your** complaint and will investigate the circumstances regarding **Your** complaint, and write to **You** within fourteen (14) calendar days with a response.

If **You** are not satisfied with Legal Protection Group Limited's response, or **You** have not received a response within fourteen (14) calendar days, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a full written response. If **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Complaints: Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN.

Email: complaints@lloyds.com Tel: 0207 327 5693

Details of Lloyd's complaints procedures are set out in a Leaflet "HOW WE WILL HANDLE YOUR COMPLAINT" available at www.lloyds.com/complaints and are also available from the above address. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint **You** have the right to refer **Your** complaint to the Financial Ombudsman Service (see Financial Ombudsman Service).

Financial Services Compensation Scheme (FSCS)

Ascot Syndicate 1414 at Lloyd's and Paragon Advance are covered by the FSCS. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Full details are available from the FSCS at: www.fscs.org.uk. Further information: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Telephone: 020 7741 4100 Email: enquires@fscs.org.uk

It should be noted that City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell, and Legal Protection Group Limited are NOT members of, and therefore are not covered by the FSCS.

Fraud prevention, detection & claims history

In order to prevent and detect fraud We and/or Paragon Advance and/or Legal Protection Group may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We and/or** they suspect fraud, **We and/or** they will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

We may also conduct credit reference checks in certain circumstances. You can find further details in Our full Privacy Policy explaining how the information held by fraud prevention agencies may be used, or in which circumstances We conduct credit reference checks, and how these checks might affect Your credit rating.

Claims history

Under the conditions of **Your** policy, **You** must tell **Us** about all insurance related incidents (such as fire, water-damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident, **We**, and others on **Our** behalf and **Your** brokers on **Your** behalf, may record information relating to it on a database.

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

THE INSURANCE CONTRACT

This policy is a legal contract between **You** and **Us**. The policy wording, Policy **Schedule** and Statement of Fact make one document and must be read together. Please keep them together in a safe place.

The contract is based on the information **You** gave **Us** when **You** applied for the insurance.

Our part of the contract is that We will provide the cover set out in this Policy Booklet:

- for those sections for which You are insured, as detailed on Your Policy Schedule;
- for the Insurance Period, as detailed on Your Policy Schedule.

Your part of the contract is:

- You must pay the premium shown on Your Policy Schedule for each Insurance Period;
- You must comply with all the terms and conditions set out in this policy.

If **You** do not meet **Your** part of the contract, **We** may turn down a claim, increase the premium or **You** may find that **You** do not have any cover.

We and You can agree upon the system of law which will apply to this contract. However, unless it says differently anywhere else in this policy, or unless You and We agree otherwise, the law that applies to this contract is:

• the law which applies to the part of the United Kingdom in which You live.

Data protection

Paragon Advance

Paragon Advance and Legal Protection Group represent **You** in relation to the arranging of this insurance with **Us**, and matters arising under it. In performing their duties, they will need to process **Your** personal data.

Paragon Advance are required to process **Your** personal data in accordance with the UK General Data Protection Regulation (the "UK GDPR") and the Data Protection Act 2018.

Please refer to Paragon Advance's Privacy Notice which sets out the basis on which they process any personal data that they collect from **You** or about **You** that **You** provide to **Us** or that they receive from other sources. By processing, **We** mean when they collect, use, store, delete and access personal data. The Privacy Notice is available on their website: <u>www.paragonadvance.com</u> or by contacting **Us** by email on: <u>webmail@paragonadavnce.com</u> or by telephone on **02392 315189**

Legal Protection Group Limited

In order to facilitate the management of the insurance, Legal Protection Group Limited may need to share personal information which has been given to them with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services relating to this insurance, Legal Protection Group Limited should only request necessary information from **You** and will only use it and disclose it in connection with this insurance.

Any personal information Legal Protection Group Limited hold about **You** will be retained by them for a period of seven years after this insurance expires and, in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing, or defending legal claims.

Sometimes Legal Protection Group Limited may need to send **Your** personal information to agents based outside of the UK and Channel Islands and in doing so will ensure that those agents apply the same levels of confidentiality, protection, and security that are applied by Legal Protection Group Limited.

In arranging and managing this insurance and administering claims, Legal Protection Group Limited will comply with the provisions of the Data Protection legislation which is directly applicable in the **United Kingdom** (this includes the General Data Protection Regulation (otherwise known in this context as the UK GDPR) and the Data Protection Act 2018, as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the **United Kingdom**) and unless required to do so by law or a professional body, will not disclose **Your** personal data to any other person or organisation without **Your** consent.

You can find full details of Legal Protection Group Limited's Privacy Policy on their **We**bsite: <u>www.legalprotectiongroup.co.uk</u>

More information on the Data Protection Act 2018 and the principles in place to protect personal information can be found on the Information Commissioner's Office website <u>https://ico.org.uk</u>.

You have a right to obtain information Legal Protection Group Limited hold about **You**. This is called a Subject Access Request and in order to obtain such information please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

If **You** have a concern about the way Legal Protection Group Limited have handled **Your** personal data, then **You** have the right to report this to the Information Commissioner's Office: website: <u>https://ico.org.uk/concerns</u>

Email: casework@ico.org.uk Tel: 0303 123 1113 (lines are open Mon to Fri 9am to 5pm)

City & Commercial Privacy Notice and Your Personal Information. Use of personal information

To provide **Our** services as an Insurer, City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: - evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

More information about **Our** use of personal data and **Your** data protection rights are set out in the City & Commercial Privacy Notice which can be found on **Our** website https:/cityandcommercialinsurance.com/ alternatively **You** may also request a copy of the Privacy Notice and exercise **Your** rights by contacting the Data Protection Officer at, City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell, 3rd Floor, One Cornet Street, St. Peter Port, Guernsey GY1 1BZ or via the Contact Us page of **Our** website (see details above). **We** recommend that **You** review this notice. **Our** Privacy Notice may periodically be updated, and the most recent version will be published on **Our** website.

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

Guernsey is not within the European Economic Area (EEA) but has a robust and effective regulatory framework. City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell is required to comply with the UK General Data Protection Regulation ("UK GDPR") and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017.

Ascot Underwriting Limited Privacy Notice and Your Personal Information

To provide **Our** services Ascot Underwriting will collect and use information about **You** or a beneficiary under the policy (e.g. other identified individuals), such as name, address, and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which **We** use personal data may include: - evaluating **Your** insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

You have rights in relation to the information We hold about You, including the right to access Your information. If You

wish to exercise Your rights, discuss how We use Your information or request a copy of Our full privacy notice(s) You should contact the insurance advisor who provided You with Your insurance in the first instance, or directly with Us by contacting: By Phone: 0207 743 9600 By email: DPO@ascotgroup.com Or by writing to us at:

Ascot Underwriting Limited, 20 Fenchurch Street, London, EC3M 3BY.

INTERNATIONAL TRANSFERS OF PERSONAL DATA

To facilitate the management of the insurance other firm(s) outside the UK and Channel Islands may handle **Your** personal data. This shall involve international transfers of personal data to/from India with appropriate safeguards **in** place, in the form of standard contractual clauses, requiring **Your** personal data to be treated securely and in accordance with the equivalent data protection standards as apply in the UK/ Guernsey. Those safeguards are due to the UK/ Guernsey not currently awarding an adequacy decision on the level of data protection legislation of India. **You** can also give **Your** explicit consent to those international transfers.

USE OF PERSONAL DATA FOR WHICH CONSENT IS REQUIRED

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

PRIVACY

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information We collect. All information You provide to **Us** is stored on **Our** secure servers. We restrict access to Your information as appropriate within City & Commercial Insurance Company (PCC) Limited re Avonbridge Cover Cell, Ascot Underwriting Limited and other third parties to those who need to know that information for the purposes set out above.

YOUR DATA PROTECTION RIGHTS

You have rights under the applicable data protection legislation. More information on these rights can be found on the Information Commissioner's website and the Privacy Notice or from the Data Protection Officer. These rights include the right to request a copy of **Your** personal data, how it is processed and to rectify or erase in certain circumstances and the right to object to automated decision-making (including profiling).

Marketing

If **You** have given **Us** permission, as Paragon Advance, and its suppliers or associated companies may use **Your** data to advise **You** of the latest news, products, and services. **You** can specify the method of communication permitted and change **Your** instructions.

HOW TO MAKE A CLAIM

Claims Contact No: 0117 374 7117

Please Note: All claims are handled by CP Adjusting Limited on behalf of the insurer.

If **You** need to make a claim, what **You** need most of all is speedy, professional, practical help. That is exactly what **We** provide. Whatever the problem, big or small, **We** are here to help **You**.

When an incident happens, **You** should take any immediate action **You** think is necessary to protect **Your** property and belongings from further damage, such as switching off the gas, electricity or water. Once **You** have secured **Your** property, **You** should call **Our** claims line as soon as possible.

To help **Us** deal with **Your** claim quickly, please read **Your** Policy **Schedule** and this Policy Booklet carefully, particularly General Conditions on page 22 and Exclusions on page 26.

Guidance when making a claim

Claim notification.

Conditions that apply to this policy and in the event of a claim are set out in this Policy Booklet. It is important that **You** comply with all policy terms and conditions, and **You** should be familiar with all the requirements.

Please be aware that **You** must notify **Us**, as soon as reasonably possible, of events that may give rise to a claim under the insurance, although there are some situations where immediate notice is required.

Claims conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- Your name, address, and Your daytime and mobile telephone numbers;
- personal details necessary to confirm **Your** identity;
- policy number;
- the date of the incident;
- the cause of the loss or damage;
- details of the loss or damage together with claim value if known;
- police details where applicable;
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **Us** to make an initial evaluation on whether **Your** claim is covered by this policy and the likely claim value. **We** may, however, request additional information depending upon the circumstances and value of **Your** claim which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates and location of lost or damaged property;
- for damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair.

What You must do:

For theft, riot, malicious acts, or vandalism claims

If **You** are the victim of theft, riot, a malicious act, or vandalism, or if **You** lose something away from **Your Home**, tell the police immediately and ask for a crime reference number and tell **Us** as soon as **You** can, or in the case of riot tell **Us** immediately.

For injury or damage liability claims

If someone is holding any of **Your Family** responsible for an injury or any damage, no one in **Your Family** must admit responsibility. Give **Us** full details in writing as soon as **You** can and any claim form, application notice, legal document or other correspondence sent to **Your Family** must be sent to **Us** straight away without being answered.

For all other claims

For all other claims, tell **Us** as soon as **You** can.

You should do all **We** reasonably ask **You** to do to get back any lost or stolen property.

Do not throw away any damaged items before **We** have had a chance to see them.

To help **Us** deal with **Your** claim quickly, **We** may

For all other claims continued...

require additional information which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs;
- purchase dates of lost or damaged items;
- for damaged items, confirmation by a suitably qualified expert that the item **You** are claiming for is beyond repair.

How We settle Your claim

This section details how **We** settle claims under **You**r policy. The most **We** will pay for any one claim is the amount shown on **You**r schedule unless a more specific limit applies.

We will take off the excess from the amount We agree to settle Your claim.

If a claim is made under more than one section of this policy, resulting from the same incident, only one excess will be deducted.

The excess will apply to each separate incident. Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **Your** policy are stated:

- In the General Conditions on page 22
- In the Exceptions on page 26

• Under We will not pay in the Policy Cover for Section A – Contents and Section B – Personal Possessions.

It is important to ensure that **You** understand the conditions and exceptions which apply to **You**r policy because if **You** do not meet these conditions, it may affect any claim **You** make.

Section A – Contents

We will pay for the loss or damage as a cash settlement. We will pay the full replacement cost of the item with no discount applied.

An amount for wear, tear and depreciation will be deducted for clothing and linen. If at the time of the loss or damage the limit for contents shown on **You**r schedule is not adequate to replace all the contents as new after allowing for wear, tear and depreciation for clothing and linen, **We** may choose to reduce **Your** claim in direct proportion to the amount of underinsurance, or refuse to pay **You**r claim and/or cancel the policy.

The most **We** will pay is the contents sum insured or any other limit shown in **Your** schedule or in the policy.

The most **We** will pay for high-risk items in total is 20% of the contents sum insured unless shown as otherwise on **Your** schedule. The most **We** will pay for an individual highrisk item is £2,500 unless shown as otherwise on **Your** schedule. **We** will require proof of ownership and value of items over £3,000. Failure to provide such proof will invalidate **Your** claim.

The values of some of **You**r high-risk items, in particular jewellery, are likely to change considerably. **We** recommend that **You** have the values of these items checked regularly and should the values change, **You** must tell Paragon Advance or us straight away.

We treat each individual item of matching sets, suites, high risk items or other articles of a similar nature, design, or colour, as a single item. We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. We will not pay for this loss in value under this policy.

If a carpet is damaged beyond repair, **We** will only pay for the damaged carpet. **We** will not pay for undamaged carpets in adjoining rooms even if they are the same colour or design.

The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **We** make to prevent further loss or damage are carried out without delay.

Section B – Personal Possessions

We will pay for the loss or damage as a cash settlement. We will pay the full replacement cost of the item with no discount applied.

We will require proof of ownership and value of items over £3,000. Failure to provide such proof will invalidate Your claim.

The values of some of **Your** personal possessions, in particular jewellery, are likely to change considerably. **We** recommend that **You** have the values of these items checked regularly and should the values change, **You** must tell Paragon Advance or **Us** straight away.

Section B – Personal Possessions continued

An amount for wear, tear and depreciation will be deducted for clothing. The most **We** will pay in respect of any one claim:

- for any one item, set or pair of unspecified personal possessions is £1,500 unless shown as otherwise on **Your schedule**;
- for any personal possession specified individually is the sum insured shown on **Your schedule**;
- the total limit shown in Your schedule.

If at the time of the loss or damage the limit for unspecified and/or specified personal possessions shown on **Your schedule** is not adequate to replace all the personal possessions as new after allowing for wear, tear and depreciation for clothing, **We** may choose to reduce **Your** claim in direct proportion to the amount of underinsurance, refuse to pay **Your** claim and/or cancel the policy.

We treat each individual item of matching sets, suites or other articles of a similar nature, design, or colour, as a single item. We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. We will not pay for this loss in value under this policy.

We will automatically reinstate the sum insured from the date of payment of any claim for any items not individually specified.

The sum insured will not be reinstated automatically for any item specified individually on **Your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell Paragon Advance.

Rights & responsibilities

In the event of a claim, **We** may need to get into **Your Home** that has been damaged to salvage anything **We** can and to make sure no more damage happens. **You** must help **Us** to do this, but **You** must not abandon **Your** property to **Us**.

You must not settle, reject, negotiate, or offer to pay any claim made by or against **You**, even if **You** have made or intend to make a claim under this policy, without **Our** written permission. **We** have the right, if **We** choose, to do the following in **Your** name but at **Our** expense:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

You must give **Us**, at **Your** reasonable expense, all the information **We** ask for about any claim. **You** must help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

When **You** call **Us** (or **Our** designated claims handlers), at **Our** discretion **We** will:

- ask **You** to get estimates for repairs or replacementitems; or
- arrange for the damage to be inspected by one of Our claims advisors or an independent loss adjuster
 their aim is to help Us agree a fair settlement with You.

Meaning of Words

Certain words have specific meanings when they appear throughout this policy. They are **printed in bold type.**

Accidental Damage

Unexpected physical damage caused suddenly by an identifiable external means.

Bodily Injury

Death, illness, injury, or disease.

Buildings

The **Home** and

- its Fixtures and fittings;
- central heating fuel tanks and meters (but not the **Contents** of the meter);
- cesspits and septic tanks;
- drives, fences, gates, hedges, lampposts, paths, patios, railings, terraces and walls;
- fitted carpets, laminate, vinyl, and wooden floor coverings;
- fixed hot tubs and jacuzzis;
- greenhouses and sheds;
- hard tennis courts, fountains, ornamental ponds, and sunken swimming pools;
- solar panels permanently fixed to the **Home**; all situated at the address shown on **Your** Policy **Schedule**.

Buildings does not include

- aerials, masts, and satellite receiving equipment;
- land, plants, shrubs, and trees.

Business Equipment

• computers, computer-aided design

Business Equipment

• computers, computer-aided design equipment, facsimile machines, keyboards, laptops, monitors, photocopiers, printers, telecommunications equipment;

- furniture.
- stationery

which are used for the business, trade or profession of **You** or **Your Family**.

Contents

• aerials, satellite receiving equipment or masts fixed to or in the **Home**;

• Business Equipment up to a total of £5,000;

• carpets, whether fitted or not, laminate, vinyl, and wooden floor coverings;

• **High risk items** up to 20% of the **Contents** sum insured with an individual item limit of £2,500;

- household goods and **Personal possessions**;
- interior decorations;
- pedal cycles up to £1,500 per cycle;
- mobile phones;
- tenants Fixtures and fittings;
- furniture and furnishings

which **You** or **Your Family** own or are legally responsible for.

Contents does not include

- any form of aircraft (including models);
- any form of trailer;
- any living creature;
- any Motorised vehicle;

• boats, boards, hovercraft or any other craft or equipment designed for use in or on water;

• caravans or horse boxes;

 deeds (other than as provided by Section A - Contents paragraph 18 Title Deeds), documents, securities,
 Personal money or credit cards (other than as provided by Section A - Contents paragraph 21 Personal money and Credit Cards);

- landlords' Fixtures and fittings;
- mobile phone airtime;
- plants, shrubs or trees;
- spares, parts, or accessories for any item listed above.

Contents in the open

Items intended to be kept permanently or temporarily outside the **Home** and within the boundary of the land belonging to the **Home** which includes:

- barbecues;
- children's play apparatus;
- flowers, plants, shrubs, or trees in pots or containers;
- garden furniture;
- garden ornaments;
- gazebos.

Credit Cards

• Credit, cheque, charge, debit, or cash dispenser cards.

Domestic Duties

Work and/or chores undertaken in **Your Home** and its land as shown on the title deeds.

Domestic Duties do not include the work or duties of someone who is employed to provide care for **You**.

Domestic Employee

Any person directly employed by **You** to carry out **Domestic Duties** and not employed by **You** in connection with any other business, profession, trade or employment or anyone that is self-employed and working on a labour only basis.

Electronic Data

Facts, concepts, or information in a form usable for communications, interpretation, or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Endorsement

Any change made to the terms of the policy, or the acceptance of the insurance cover provided which will be shown on **Your** Policy **Schedule**.

Excess

The amount set out in the Policy **Schedule** or specified in the relevant section of this Policy Booklet, which is the first part of the claim which **You** will be responsible for.

There are two types of **Excess** as follows:-

• policy **Excess**:

This is the standard **Excess** which is applied to all policies and forms part of the policy terms.

• compulsory **Excess**:

Applied by **Us**.

Family

You and Your:

• spouse or domestic partner sharing financial responsibilities;

• children (including adopted and foster children);

• relatives; who permanently live with You.

Fixture and fittings

• boilers, central heating equipment, ducts, fires, fixed pipes, storage heaters and tanks;

- built-in domestic appliances, furniture, and kitchen units;
- cables, light fittings, switches and wires;
- fitted aerials, masts and satellite receiving equipment;
- fixed glass and sanitary ware.

High risk items

• any collections of stamps, coins, medals, banknotes or other collectable articles;

• articles made of gold, silver, precious metals or precious stones;

- · audio and audio visual equipment;
- clocks;
- computer equipment;
- jewellery, watches or furs;
- photographic equipment, binoculars, telescopes;
- pictures, paintings, or other works of art;
- portable musical instruments;

• sculptures, tapestries, rare and unusual figurines, or any item valued for its rareness;

Home

The private dwelling and its garage(s) and permanent outbuildings (if shown on the title deeds) of **Your** private

dwellings, all at the address shown on **Your Schedule** and used for domestic purposes only.

Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- battery or pedestrian operated models or toys;
- domestic gardening equipment;
- golf carts, trolleys or buggies;

• vehicles which are designed to assist disabled persons and are not registered for road use.

Period of insurance

The period shown in **Your Schedule** and any further period for which **You** have paid or have agreed to pay and **We** have agreed to accept **Your** premium.

Personal money

• cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, luncheon vouchers or stamps for TV licence, gas, electricity or other household bills;

Personal possessions

• laptops, computer equipment designed to be portable, portable audio/visual equipment;

- luggage, clothing, jewellery or spectacles;
- mobile phones;
- musical instruments;
- pedal cycles;
- photographic equipment;
- sports equipment; or
- all other items which are normally used, worn on or carried about the person.

All of which belong to **You** or **Your Family**, or **You** or **Your Family** are legally responsible for.

Personal possessions does not include:

 anything which is defined as not included under Contents;

• camping equipment;

• deeds, electronically stored data, **Personal money,** or credit cards;

• household goods, domestic appliances, furnishings, furniture, china, glass or pottery;

• tools.

Redecoration

• installation, repair, or replacement of **Fixtures and fittings**;

- internal painting, decorating and tiling;
- internal joinery and plastering;
- window replacement.

Schedule

The document which gives the details of the cover **You** have including any **Endorsements**.

Unfurnished

Without enough furniture and furnishings for normal living purposes.

United Kingdom

Great Britain (England, Scotland, Wales only)

Unoccupied

Not lived in by **You** or **Your Family** for more than 30 days in a row.

We, us or Our

City & Commercial Insurance Company (PCC) Limited re Avonbridge Cell; Ascot Syndicate 1414 at Lloyd's,

You or Your

The person or people shown on **Your** Policy **Schedule** as the insured.

Policy Cover

Section A – Contents

Your Schedule shows if this section applies to Your policy.

What We WILL pay for:	What We will NOT pay for:
Loss or damage to Contents whilst in the Home caused by:	The Excess which is shown on Your Schedule ; Anything listed under Exceptions on page 26.
1. Fire, explosion, lightning, earthquake, or smoke.	The Excess which is shown on Your Schedule ;
2. Riot, civil commotion, strikes, labour or political disturbances.	The Excess which is shown on Your Schedule ;
3. Malicious acts.	The Excess which is shown on Your Schedule ;
	 Loss or damage caused: by You, Your Family, lodgers, guests or Domestic Employees; while the Home is Unoccupied or Unfurnished.
4. Storm or flood	The Excess which is shown on Your Schedule ;
 5. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) Oil escaping from any fixed domestic heating installation. 	 The Excess which is shown on Your Schedule; Loss or damage caused: while the Home is Unoccupied or Unfurnished.
6. Theft or attempted theft and violent entry.	The Excess which is shown on Your Schedule ;
	 Loss or damage caused: by You, Your Family, lodgers, guests, or Domestic Employees. while the Home is Unoccupied or Unfurnished; while any part of the Home is shared unless following forcible or violent entry to or exit from the Home. Any amount over £2,500 for loss or damage to the Contents contained in garages or outbuildings at the Home. Any amount over £250 for loss or damage to Contents belonging to Your visitors or Your Domestic Employees.
 7. Impact or collision by: (a) Aircraft or items dropped from them or other flying objects. (b) Vehicles or animals. (c) Falling trees or branches. (d) Lampposts and telegraph poles. 	The Excess which is shown on Your Schedule ;
8. Falling aerials (including satellite dishes) their fittings and masts.	The Excess which is shown on Your Schedule ;

9. Subsidence or ground heave of the site that the Buildings stand on or landslip.	The Excess which is shown on Your Schedule ;
10. Contents in the Open.	The Excess which is shown on Your Schedule
Loss or damage to Contents in the open.	
The most We will pay is £1,000.	 Loss or damage: caused while the Home is Unoccupied or Unfurnished; caused by storm or flood; to padd success
11 Class Mirrors and Consuste Llabs	to pedal cycles
11. Glass, Mirrors and Ceramic Hobs.	The Excess which is shown on Your Schedule ;
Accidental breakage of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers while in the Home	Loss or damage caused while the Home is Unoccupied or Unfurnished .
 12. Audio, Visual and Computer Equipment. Accidental Damage: (a) to television, audio or video equipment, 	The Excess which is shown on Your Schedule ; Damage to:
equipment, DVD players, digital boxes, games consoles, or to personal computers, laptops, and	 tapes, cassettes, cartridges, records, or discs of any kind;
computer equipment while in the Home . (b) to receiving aerials and satellite receiving equipment fixed to the Home . The most We will pay is £1,000.	 camcorders, video cameras, digital cameras, hand- held electronic games or toys, mobile phones, or telephone equipment;
	 Loss or damage caused: while the Home is Unoccupied or Unfurnished; by pets.
	The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.
13. Loss of Oil and Metered Water.	The Excess which is shown on Your Schedule;
Loss of metered water or of oil from the Home following Accidental Damage to the water or heating system.	Loss or damage caused while the Home is Unoccupied or Unfurnished .
The most We will pay is £1,000. 14. Household Removal.	The Excess which is shown on Your Schedule
Accidental loss or Accidental Damage to the Contents , while they are being moved by professional removers from the Home to Your new permanent Home within the United Kingdom .	Loss or damage caused by cracking scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.
	Loss or damage that is not reported within 7 days of delivery to a new Home .
	Loss of or damage to Contents in storage or being moved to or from storage.
	Loss or damage to Personal money
15. Contents Temporarily Removed.	The Excess which is shown on Your Schedule;
Loss or damage to Contents within the United Kingdom while temporarily away from the Home up to a maximum of 90 days caused by: (a) Section A – Contents , paragraphs 1-5 and 7-9;	Loss or damage to Contents which is not in a building caused by storm, flood, theft or malicious damage.
i. theft or attempted theft from: ii. a deposit box in a bank;	Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the

 building. Loss or damage to Contents: which have been removed for sale, exhibition or
 which have been removed for sale, exhibition of placed in a furniture depository; belonging to You or Your Family while living and studying away from the Home.
The Excess which is shown on Your Schedule ;
The Excess which is shown on Your Schedule ;
The Excess which is shown on Your Schedule ;
The Excess which is shown on Your Schedule ;
The Excess which is shown on Your Schedule ;
The Excess which is shown on Four Schedule ,
Loss or damage saused:
Loss or damage caused:
 by the deliberate act of the supply authority;
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 21. Personal money and Credit Cards. (a) Accidental loss anywhere in the world of Personal money belonging to You or a member of Your Family. (b) Financial loss following fraudulent use of credit cards belonging to You or a member of Your Family anywhere in the world. The most We will pay is £1,000 in anyone period of insurance. 	 The Excess which is shown on Your Schedule; Losses caused by error or omissions. Losses not reported to the Police immediately after discovery. Loss from the Home while the Home is Unoccupied or Unfurnished. Loss from the Home while any part of the Home is lent, let, sub-let, or shared, unless following forcible or violent entry to or exit from the Home. Any loss not reported to the issuing company immediately after discovery. Liability following
	breach of the terms and conditions of use
 22. Jury Service. Compensation towards loss of earnings and expenses You cannot get back as a result of serving as a juror. We will pay up to £50 each day (for up to 20 days). 	
 23. Prams and wheelchairs. Loss or damage to a pram or wheelchair anywhere in the world. Accessories are only covered if they are stolen with Your pram or wheelchair. 	The Excess which is shown on Your Schedule ;
The most We will pay is £500.	
 24. Tenants Cover. Loss or damage insured by Section A – Contents paragraphs 1-9 and Accidental Damage to: (a) Fixtures and fittings, greenhouses and sheds installed by You at the Home and for which You are responsible; (b) The structure, decorations, Fixture and fittings of the Home that You are responsible for as a tenant under a tenancy agreement; 	 The Excess which is shown on Your Schedule; Loss or damage caused: while the Home is Unoccupied or Unfurnished; by or arising from water coming into the Home irrespective of how this may have occurred other than as stated under Section A – Contents paragraphs 4 and 5.
The most We will pay is £10,000.	
 25. The legal liability of Your Family: (a) as occupier of Your Home and its land; (b) as individuals 	Anything owned by or the legal responsibility of Your Family. Injury, death, disease, or illness to any of Your Family.
to pay damages and costs to others which arise from any single event occurring during the Insurance Period which	Liability arising from any employment, trade, profession, or business of any of Your Family .
 results in: (i) accidental death, disease, illness, or accidental physical injury to anyone; (ii) Accidental Damage to physical property. 	Liability arising from any of Your Family passing on any disease or virus. Liability arising from the ownership or use of:
If You die, the cover under this cause can be transferred to Your legal personal representative provided that the representative follows the terms and conditions of this policy.	 any motor vehicle, including children's vehicles (other than garden machinery or Wheelchairs), whether licensed for road use or not;
	any boat, Wetbike, sand yacht, hovercraft, aircraft

The most We will pay (inclusive of claimants and your legal costs and expenses agreed by Us in writing) for any one incident is £2,000,000.	or train (other than hand-propelled boats and models);gliders, hang gliders, caravans, or trailers.
	Liability accepted by any of Your Family under any agreement unless the liability would exist without the agreement.
	Liability arising from any of Your Family owning land or Buildings.
	Liability covered by any other policy.
26. Accidental Damage:	The Excess which is shown on Your Schedule;
This cover only applies if You have selected it, and it is shown on Your schedule.	Loss or damage occurring whilst the home is unoccupied or unfurnished .
Accidental Damage to the contents while in the home.	Damage to:
	• clothing;
	• contact lenses;
	• contents in the open.
	Damage caused by or arising from water coming into the home irrespective of how this may have occurred other than as stated under Section A – Contents paragraphs 4 and 5.

Section B - Personal Possessions

Your Schedule shows if this section applies to Your policy.

Theft or accidental loss of or accidental damage to:	The Excess which is shown on Your schedule .
 Unspecified personal possessions; Specified personal possessions listed in Your schedule; 	Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed, and all doors are locked.
in any one period of insurance which You or Your family own or are legally responsible for	Loss or damage to: • sports equipment (not including pedal cycles) whilst in the course of play or use; • the strings or drum skins of musical instruments; • navigational, audio or communication equipment unless designed to be portable with an independent power supply and means of use.
	 Loss or damage to: pedal cycles being used for racing, rallies, pace making or trials pedal cycles that are electrically assisted or that have been fitted with any motorised assistance; pedal cycles taken with You or Your family while living and studying away from the home; to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time.
	Theft of an unattended pedal cycle while outside the boundary of the home , unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure.
	 Loss or damage caused by or arising from: scratching, denting or chipping; the cost of remaking any film, disc or tape or the value of any information contained on it; the cost of recovering any digital information. Loss or damage: from the home caused by theft, attempted theft, or malicious acts, while the home is left unoccupied or unfurnished; caused by theft not involving forcible or violent entry or exit from any temporary lodging or room of temporary accommodation for You or Your family; to personal possessions taken with You or Your family while living and studying away from the home.

Customer Information

How to Cancel your Policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** must return the policy documentation to Paragon Advance when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started, **we** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**. We will also do this if you want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting Paragon Advance.

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance**, **we** will not refund any part of the premium.

If **You** have a Loan Agreement with **us**, all outstanding monies must be paid to **us** as described in **Your** Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **period of insurance**, we will refund the premium for the exact number of days left on the policy. If the remaining balance is £10 (plus the prevailing rate of Insurance Premium Tax) or under, **we** will not issue a refund.

For **our** rights to cancel **Your** policy please refer to General Conditions item 12. Our Rights to Cancel the Policy of this Policy Booklet.

General Conditions

1. Taking Care

You and Your family must take all reasonable care to prevent loss, damage, accidents, or injury and to protect and maintain the contents in a good condition and a good state of repair.

2. Alteration in Risk

You or Your broker must tell Us immediately if during the period of insurance there is any alteration in risk or to the facts which You disclosed when You took out this Policy, which materially affects the risk of injury, loss, damage, or liability which would fall within the Policy cover. This includes but is not limited to alterations to the business or the premises.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this Policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the Policy in accordance with Condition 12. **Our** Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of £10 plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first £10 or any difference which is less than £10 plus insurance premium tax, which will be retained to cover administrative costs.

For example, **We** need to know:

- (a) of a change of address;
- (b) if someone lives in the home other than You and Your family;
- (c) if the home becomes unoccupied or unfurnished;
- (d) if the replacement values of the contents, personal possessions or pedal cycles exceed the limits shown in the policy or Your schedule;
- (e) if You or Your family or anyone currently living with You are charged or are convicted of any offence other than driving offences;
- (f) if You or Your family or anyone currently living with You have been declared bankrupt or are subject to bankruptcy proceedings;
- (g) if the **home** is being used for business or professional purposes;
- (h) if the home is not in a good state of repair;
- (i) if the **home** is undergoing structural alteration, structural repair, restoration or renovation;
- (j) if any of the information provided and recorded in the proposal form or statement of fact has changed.

If You fail to tell Us about an alteration in risk, We may:

You must comply with these conditions. They control the operation of the policy cover.

- (a) terminate the Policy back to the date when the alteration occurred, if We would have cancelled the Policy had You told Us of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the Policy as if it contained such different terms (other than relating to the premium) that We would have applied to the Policy had You told Us of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

3. Fair Presentation of the Risk

You must make a fair presentation of the risk when You first take out this Policy and also whenever You renew it or ask us to change Your cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **us** in a way which is not clear and accessible:

We may avoid this Policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) We would not have entered into this Policy on any terms had You made a fair presentation of the risk.

Should We avoid this Policy We:

- (c) shall treat the Policy as if it had not existed from the start date, the renewal date, or the date when You asked us to change Your cover, depending on when the failure to make a fair presentation of the risk occurred.
- (d) shall return the premium paid for the period for which the Policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless.
- (e) may deduct from any return of premium due to You any monies already paid in respect of claims falling within the period for which the Policy is treated as not having existed or require You to repay such

claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this Policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- i. proportionately reduce the amount payable in respect of a claim; and/or
- ii. treat the Policy as if it contained such different terms (other than relating to the premium) that
 We would have applied to the Policy had You made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the Policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this Policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the Policy unaffected.

4. Fraudulent Claims

For the purposes of this Condition the definition of **'You** / **Your'** will also include any person who is entitled to benefit from the Policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent, **We**:

- (a) will not pay the claim;
- (b) may recover from You any sums already paid by Us in respect of the claim; and
- (c) may notify **You** that **We** are treating this Policy as having terminated with effect from the time of the fraudulent act.
- If We do treat this Policy as having terminated, You will

have no cover under this Policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the Insured, this condition applies only to that person's claim and references to 'this Policy' should be read as if they were references to the cover for that person alone and not to the Policy as a whole. Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious, or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information, or statements
- (d) wilfully causing loss, damage, or injury.

5. Unoccupancy

If **You** know that **Your home** is not going to be lived in for more than 30 days in a row, **You** must advise Paragon Advance or **us** immediately, in order to provide **us** with the opportunity to review the risk.

When **Your home** is not lived in for more than 30 days in a row, **We** will regard **Your home** as **unoccupied**. In these circumstances **We** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply.

6. Building work

If You are planning to have any structural work undertaken at Your home, for example an extension, demolishing any walls, renovation, or any form of building work, You must tell Paragon Advance or us about any plans at least 7 days before the work commences. We will then assess the risk and provide any terms to the policy We deem necessary. We will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

You do not need to inform Paragon Advance or us if You are undertaking redecoration.

7. Stone Settings and Secreted Away

The following conditions apply to items of jewellery including watches that are specified under Section B – Personal Possessions:

- Any item of jewellery (including watches) that are set with precious stones and specified under Section B – Personal Possessions that exceed £3,000, must be inspected once every three years by a qualified jeweller and any recommended repairs carried out without delay.
- Any item of jewellery including watches specified under Section B – Personal Possessions that

exceed £3,000, are only insured against theft or attempted theft or accidental loss:

- while being worn or carried on the person

by You or a member of Your family;

- while secreted away in your home when not being used;

- when kept in your bank or safe deposit;

- when in a room occupied by **You** or a member of **Your family** whilst **You** are temporarily staying away from **Home**.

8. Other Insurance

If **You** claim under this policy for something which is also covered by another insurance policy, **We** will only pay **our** share of the claim. **You** must give **Us** full details of the other insurance policy.

9. Joint Insured

If more than one insured is named on the **schedule**, either named insured may amend the policy, submit a claim, or discuss an existing claim with **us**. If an insured named on the schedule is to be removed, **We** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

10. Contracts (Rights of Third Parties) Act 1999

No third party will have or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

11. Claims

It is a condition precedent to **our** liability that when circumstances arise which might give rise to **You** making a claim under this policy, **You** must:

- tell **us** as soon as reasonably possible;
- tell the local police as soon as You become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to You;
- take all reasonable steps to recover any property which has been lost;
- send **us** at **You**r expense, all the documents and information (including written estimates and proof of value or ownership) **We** may request from **You**.

You must not:

- pay, offer, or agree to pay any amount or admit responsibility without our permission;
- abandon any property to **Us** unless **You** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **We** have been given the

If **You** have a Loan Agreement with **us** to pay for **Your** insurance, outstanding monies may be owed when **Your**

opportunity to inspect the damage.

We will not pay any claims under this policy unless You have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **We** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend, or settle a claim made against You or at our own expense, take legal action in Your name to get back any payment We have made under this policy.

For further information please refer to How to make a claim and How We settle Your claim sections of this Policy Booklet.

12. Our Rights to Cancel the Policy

We or any agent appointed by us and acting with our authority have the right to cancel Your policy, where there is a valid reason for doing so. We will give You fourteen days' notice of cancellation in writing, by recorded delivery, to the latest address We have for You and will set out our reason for cancellation in our letter.

Valid reasons may include but are not limited to:

- **1.** not
 - (a) paying a premium when it is due;
 - (b) co-operating with us, or sending us information or documentation that materially affects our ability to process the policy or our ability to defend our interests;
 - (c) exercising Your duty of care as required under the Taking Care condition in the Conditions section of this Policy Booklet. And failing to put this right when We ask You to by sending You seven days written notice to Your latest address.
- use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy. If the remaining balance is £10 (plus the prevailing rate of Insurance Premium Tax) or under, **We** will not issue a refund.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance, **We** will not refund any part of the premium.

policy is cancelled. They must be paid to **us** as described in **You**r Loan Agreement.

If **We** cancel **Your** policy on the grounds of fraud, cancellation may be immediate, and **We** may retain any refund due. **We** may also inform the police of the circumstances.

For **Your** rights to cancel the policy please refer to Customer Information "How to Cancel Your Policy" section of this Policy Booklet.

13. Payment by Direct Debit

If **You** pay the premium using a Direct Debit instalment scheme provided by Paragon Advance, **We** will have the right (which **We** may not use) to renew the policy each year and Paragon Advance will continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If **You** decide that **You** do not want **us** to renew the policy, as long as **You** tell **us** before the next renewal date, **We** will not renew it.

Our right to renew this policy does not affect **Your** cancellation rights detailed under How to cancel Your policy in the Customer Information section.

14. Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this Policy, **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- i. is operative only in connection with particular premises or locations;
- ii. is operative only at particular times; or
- iii. is intended to reduce the risk of particular types of injury, loss, damage or liability

Where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, damage, or liability which occurred.

15. Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16. Minimum Security Requirements

In order to provide cover under Section A – Tenants Contents **We** may require **Your Home** to meet **Our** minimum standards of security. This means **You** should have secure locks on windows and doors, and **You** and **Your Family** must take reasonable steps to protect **Your Home.** If this applies to **You**, **Your** Policy **Schedule** will state that minimum standards of security are required.

If this does apply to **You**, **We** will not provide any cover under Section A – Tenants Contents for loss or damage arising out of Section A3 (malicious acts) and Section A6 (Theft or attempted theft and violent entry) unless the protection listed below is put into full and effective operation whenever **Your Home** is left unattended or when **You** have gone to bed. This does not apply to locks on windows of bedrooms where people are sleeping.

What are the minimum-security requirements?

- All doors and windows to **Your Home** must be secured by:
 - five-lever mortice deadlocks, to British Standard 3621 on all outside doors*, and doors within garages that give access to any part of Your Home; or
 - built-in deadlocking cylinder locks and security bolts if the door is double glazed; or
 - mortice security bolts or other key-operated locks to British Standard 3621 fitted at the top and bottom of each portion of French window or double sliding patio doors; and
 - all opening sections (i.e. doors or windows) of the basement, ground floor or easily accessible** windows to Your Home are secured by key- operated window locks.
 - Exit doors to garages and other outbuildings (excluding greenhouses) must be secured by at least one key-operated locking device.
 - The locks and security bolts must be locked and secured overnight or when no member of Your Family, or anyone who has Your permission, is in Your Home.
 - All keys must be removed from the locks or bolts and hidden from view whenever Your Home is unattended.

*If **Your Home** is a flat or part of a house converted into a flat, or **You** live in shared accommodation, "outside doors" means the door to **Your** self-contained premises and not any communal exit door.

Easily accessible means windows that can be reached from the ground without the use of a ladder or via single storey extensions, balconies, external staircases, fire escapes, nearby trees, roofs joining or next to **Your Home, outbuildings, garages or walls.

Exceptions

Exceptions are the events, liabilities, or property We do not cover under the policy.

We will not pay for:

1. War Risks

Any loss, damage, **bodily injury**, or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

2. Radioactive Contamination

Any expense, loss, bodily injury, liability, or damage to any property directly or indirectly caused by, contributed to, or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

3. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly caused by a sudden and unforeseen and identifiable incident occurring during the period of insurance.

4. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

5. Confiscation

Any loss, damage or liability caused by confiscation, detention, or seizure by:

- i. customs, police or other officials;
- ii. order of any court of law;
- iii. any statutory or regulatory authority.

6. Deliberate Acts

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by You. Loss, damage, injury or liability as a result of an event which happened before the cover under this policy started.

7. Business Property and Legal Liability

- a. loss or damage to any property owned by, held in trust, or primarily used for any business, trade, or profession (other than business equipment).
- b. any legal liability arising directly or indirectly from any business, trade, or profession.

8. Business Use

Any loss, damage, liability, cost or expense of any kind caused by or resulting from any use of Your Property for business, trade or professional purposes other than the letting of Your Property as a domestic dwelling or any clerical business use by the Tenant.

By clerical business use We mean incidental use of Your Property for administrative tasks which do not involve the storage of any business stock or money and does not require any visitors to be received at Your Property in relation to the business.

9. Deception

Any loss or damage caused by deception unless the only deception is gaining entry to the property.

10. Events Before the Policy Started

Any loss, damage, bodily injury, or liability arising out of any accident or incident that happened before this policy started.

11. Terrorism

Liability, loss, damage, cost, or expense caused directly or indirectly by an act of terrorism.

For the purpose of this exception an act of terrorism means preparing, threatening, or actually using biological, chemical and/or nuclear force.

11.Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

12. General Exceptions

Any loss, damage or liability caused by or arising from:

- the **property** undergoing demolition, structural alteration or structural repair;
 - restoration, dismantling, renovation, breakdown or repair;
- a lack of maintenance;
- faulty design or workmanship or the use of faulty materials;
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, foxes, mice, pigeons, rats, squirrels, fungus, or mildew.
- pets or domestic animals
- rot

13. Subletting

Any loss, damage, liability, cost, or expense of any kind caused by or resulting from Your Property being sublet.

14. Electronic Risk

Any loss or damage directly or indirectly caused by or consisting of or arising from:

- a. loss, distortion, or corruption of information on or reduction in the functionality availability or operation of any electronic equipment whether belonging to **You** or not caused by the malicious introduction or incursion of any unauthorised, unintended, undesired, or unexpected program, instruction or command or any other computer or electronic virus.
- b. the failure of any electronic equipment to recognise accept respond to or process any data or instruction.

However, subsequent loss or damage which is otherwise covered by **You**r policy is nevertheless insured.

15. Date change & computer viruses

Any direct or indirect, loss or damage caused:

- to equipment by its failing to recognise data representing a date in such a way that it does not work properly or at all; and
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

• equipment failing to recognise data representing a date in such a way that it does not work properly or at all;

• computer viruses.

but any claim for legal expenses/benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

• equipment includes computers and anything else insured by this policy that has a microchip in it.

• computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.



4-5 Quay Point, Northarbour Road, Portsmouth, Hampshire PO6 3TD



8 Pinkers Court, Briarland Business Park, Rudgeway, Bristol, BS35 3QH

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