



Paragon

SELECT LET POLICY



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Paragon Select Let Residential Property Owners Insurance Policy

Introduction

This policy wording is evidence of a legally binding contract of insurance between **you** (the insured) and **us** Ptarmigan Underwriting UK, the Underwriter, on behalf of China Taiping Insurance (UK) Company Limited, the Insurer.

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**;
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract;
- This policy wording, the **schedule**, any endorsements applying to the cover;
- Any changes to **your** home insurance policy contained in notices issued by **us** at renewal.

You must read this policy wording and **schedule** together. The **schedule** tells **you** which sections of the policy wording apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want and keep them safe.

We agree to insure **our** under the terms, conditions and exceptions contained in this policy wording or in any **clauses** applying to this policy wording. The insurance provided by the policy wording covers loss or damage that may occur within the United Kingdom and the Isle of Man during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and **clauses** of this policy.

Nobody other than **you** (the insured) and **us** Ptarmigan Underwriting UK on behalf of China Taiping Insurance (UK) Company Limited has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

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

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

For customers with disabilities, this policy and other associated documentation are also available in large print. Please contact the **administrator** if you require assistance.

Your insurance intermediary

Your insurance has been arranged and placed with us by an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA). Throughout this policy document they are referred to as your insurance intermediary or the firm that arranged your insurance with us. They have been appointed by Paragon Car Ltd.

The Parties involved in Your Insurance

Your Policy is arranged and administered by Paragon Car Ltd and underwritten by Ptarmigan Underwriting UK on behalf of the insurers, China Taiping Insurance (UK) Company Limited; who are Registered in England (Company number: 1766035). Their Registered Office is; 2 Finch Lane, London, EC3V 3NA.

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

Ptarmigan Underwriting UK, a trading name of Lucas Fettes and Partners Ltd and Lucas Fettes and Partners Ltd are an Insurance Intermediary authorised and regulated by the Financial Conduct Authority. FCA register number is 146279. Registered office: Plough Court, 37 Lombard Street, London, EC3V 9BQ. Registered in England & Wales 1445305.

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

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

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

The administrator can be contacted at:

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

You should contact the firm that arranged your insurance with us if you have any questions about your insurance or if you need to make a change to your insurance (see Notification of changes which may affect your insurance).

Cooling Off Period

You may cancel this insurance by writing to **your broker** within 14 days of either the start of the period of insurance or the date on which **you** receive the Policy document, whichever is the later, and receive a refund of the premium paid less our operational costs. However the company reserve their rights not to refund any premium if **you** have made a claim on this policy.

Cancellation

a) We will give 14 days' notice in writing to the correspondence address **you** provided to **us**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

b) You may also cancel this insurance at any time by writing to **your broker** or **insurance advisor**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

GENERAL DEFINITIONS

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

Accidental Damage

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

Administrator, they, their, them

The firm appointed by **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**.

Consequential Loss

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

Endorsement

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

Excess

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

Landlords Contents

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

Limit of Indemnity

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

Policy

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

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 **Policy**.

Property

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

Schedule

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

Sum Insured

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

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

2) 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, Channel Islands 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

Ptarmigan Underwriting UK on behalf of China Taiping Insurance (UK) Company Limited

You / Your / Insured

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

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 £250 of every claim unless otherwise specified in **Your Schedule**.
- d) loss or damage caused after **Your Home** has been **Unoccupied** for more the 45 days in a row unless for the period November to March inclusive the water supply is turned off at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

You must pay the amount of escape of water **Excess** shown in **Your Schedule**, which is increased to £1,000 after **Your Home** 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 Home** 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 Home** 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, lamp-posts, 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 Storm Damage, Water Ingress claim for every loss/claim on the Buildings section 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,
- c) design, workmanship or as a consequence of any alterations, renovations or repairs.
- d) the first £1,000 of any claim for loss or damage after **Your Home** has been **Unoccupied** for more than 45 days in a row.

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

Excluding

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

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

Excluding

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

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

Excluding

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

16. Trace and Access

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

Excluding

- a) the first £1,000 of any claim for loss or damage after **Your Home** 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 **Policy**, **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 Home** has been **Unoccupied** for more than 45 days in a row unless the **Home** 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 £250 of every claim unless otherwise specified in **Your Schedule**.
- d) loss or damage caused after **Your Home** has been **Unoccupied** for more the 45 days in a row unless for the period November to March inclusive the water supply is turned off at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

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 Home** 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 Home** has been **Unoccupied** for more than 45 days in a row.

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

Excluding

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

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

Excluding

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

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

Excluding

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

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

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

Excluding

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

Excluding

any loss or damage after Your Home has been Unoccupied for more than 45 days in a row unless the Home 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 **Policy**, **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 **Policy** includes **Your** landlords legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 for injury to a third party or loss or damage to third party property arising from a defect in **Your Property** including defence costs that **We** have agreed in writing to pay.

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

Duty of Care

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

Misrepresentation and Non-Disclosure

In the event that information provided to **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 **Policy** as if it never existed.

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

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

Fraudulent / False Claims

If **You** make any claim knowing the claim to be false or fraudulent this insurance shall become void and all claims shall be forfeited. **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 **Policy**.
- b) Any sequence of claims over the **Limit of Indemnity** during the **Period of Insurance**
- c) **You** fail to pay **Your Premium**.

Arbitration

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

Acts of Parliament

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

Changes in Circumstances

You must notify **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 Policy

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

Notice of Building Works

You must notify **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 **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

Other Insurance

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

Observance

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

Alteration of Risk

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

Recovery of Costs

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

Notices

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

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

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

a) **Radioactive Contamination**

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

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

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

b) **War**

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

c) **Terrorism**

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

An act of terrorism means an act including but not limited to the use of force and violence and/or threat of any person(s) or group(s) acting alone or on behalf of any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government and to put the public or any section of the public, in fear.

This exclusion also extends to include loss or damage directly or indirectly caused by action to control, prevent, suppress any act of terrorism.

d) **Deliberate Act**

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

e) **Existing Damage**

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

f) **Sonic Pressure**

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

g) **Consequential Loss**

Consequential Loss as a result of any claim under this **Policy**.

h) **Wear and Tear**

loss or damage as a result of wear and tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause.

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**.

Claims Procedure and Conditions

Claims Conditions applicable to the whole of this insurance

Your duties

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

- Notify:

Charles Taylor General Adjusting Services Ltd
Claims Department
Unit 3
St Philips Court Yard
Church Hill
Coleshill
Birmingham
B46 3AD

Dedicated Claimsline
(Business & Out of Hours): 0207 608 1334
Dedicated Email: ctaipingclaims@ctplc.com
- **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.

Fraudulent claims

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

Complaints

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

If **you** are unable to resolve the matter with **your** broker or insurance advisor and wish to make a complaint **you** may do so at anytime by referring the matter to the Managing Director, Paragon Car Ltd, London House, Thames Road, Crayford, Kent, DA1 4SL or by email to Complaints@paragon-uk.net

If **your** complaint is in relation to the way in which **your** insurance was sold, the administrator will pass **your** complaint, within one working day, to the firm that arranged **your** insurance with **us**; who will deal with **your** complaint.

Complaints that cannot be resolved by Paragon Car Ltd:

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

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

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

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

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

Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

If **we** cannot meet our obligations you may be entitled to compensation under the Financial Services Compensation Scheme.

This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited at www.fscs.org.uk or by contacting the FSCS on 020 7741 4100.

Data Protection

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

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

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

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

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

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

Should **you** have any questions or comments or wish to access, correct, modify or delete **your** information, or, where relevant, withdraw **your** consent to the use of **your** information as set out in this notice, or receiving communication from **us**, please send **your** request to:

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

Email: info@paragon-uk.net

Effected through Company

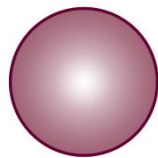
This Policy is a legally-binding contract of insurance between **you** and **us**. This contract does not give or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's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

When drawing up this contract, **we** have relied on the information and statements which **you** have provided in the statement of fact on the date shown in the **schedule**.

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

Applicable to All Policies

Paragon Car Ltd will charge a policy administration fee, for further details refer to the Key Facts Document



Paragon

Paragon Car Ltd

London House • Thames Road • Crayford • Kent • DA1 4SL

Paragon Car Ltd is authorised and regulated
by the Financial Conduct Authority under
registration number 312028