

GENERAL EXCLUSIONS (Continued)

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family**, guests or tenants.
- 11 Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.
- 12 Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.
- 13 Loss or damage occurring before or arising from an event before the beginning of the **period of insurance**.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if 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.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

GENERAL CONDITIONS

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, **bodily injury** or legal proceedings. If legal proceedings are under way, **you** must tell **us** without delay and take all reasonable steps to reduce the costs of these proceedings.

2 Changes

You must tell **us** without delay about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully.

For example, **you** must tell **us** if **you**:

- increase the value of **your contents** or **personal belongings**;
- change **your** address;
- change **your** occupation;
- plan to leave the **home unfurnished** or **unoccupied**;
- change how the **home** is used or take in lodgers, tenants or paying guests;
- are in the process of being or have been declared bankrupt or if **you** receive a county court judgement;
- have received a Police caution for or been convicted of or charged with an offence (other than motoring);
- use the **home** or its land for a business, trade or profession;

We have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible. Please refer to the 'Making a claim' section of this document.

For loss or damage claims:

- **we** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **you** must tell the Police without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number;
- **you** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims:

- **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- **you** must not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

GENERAL CONDITIONS (Continued)

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after we pay **your** claim under this insurance, we may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment we have made under this insurance.

5 Fraudulent claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in anyway;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused

we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may be entitled to recover from **you**, the amount of any claim we have already paid under the policy since the last renewal date;
- will not return any premiums **you** have paid;
- may inform the Police; and
- may, by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

6 Disagreement over the amount of the claim

If we accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and we agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against us.

7 Cancellation

If **you** are not satisfied with the cover provided by this insurance, please contact **your** insurance adviser within 14 days of:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

whichever is the later. As long as **you** have not made a claim, we will return any premium **you** have paid.

You may cancel the insurance at any other time by contacting **your** insurance adviser.

We may cancel the insurance by sending **you** 14 days' notice in writing to **your** last known address. We will only do this for a valid reason.

Valid reasons may include but are not limited to:

- where we have been unable to collect a premium payment;
- where **you** are required in accordance with the terms of this policy to co-operate with us, or send us information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend our interests;

GENERAL CONDITIONS (Continued)

- where **we** reasonably suspect fraud; or
- due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

If this insurance is cancelled by **you** or **us** outside the 14 day cooling-off period then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

9 More than one home

Each **home** covered by this insurance will be insured as though a separate document applies to each.

10 Building Works

You must provide **us** with full details of any building work over £50,000 in value and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor that is due to take place at the **home**, before the building works begin. Failure to notify **us** may result in any loss or any ensuing loss caused by or relating to such building works not being covered by this insurance.

11 Your duty to disclose information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance it could adversely affect **your** insurance and any claim.

For example **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

We or **your** insurance adviser will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance.

MAKING A CLAIM

If **you** need to make a claim:

- Check **your** policy booklet and **your** schedule to see if **you** are covered.
- Give notice to the Police without delay in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **our** claims administrator on **0144 322 9513**, for out of office hours their emergency 24 hour number **0172 476 1378** or email claims@adjustingassociates.com as soon as reasonably possible, quoting **your** policy number. They will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

HOW TO COMPLAIN

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you** **your** policy using the contact details below who will try to resolve **your** complaint within three working days:

By post: Andrew Copeland (Insurance Consultants) Ltd, 224 High Street, Beckenham, BR3 1EN

By email: complaints@acopeland.com

By telephone: +44(0)208 656 3367

After three working days, in the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE

By email: tmhcccomplaints@tmhcc.com

By telephone: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer your complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

HOW TO COMPLAIN (Continued)

Tel: +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) you may also make **your** complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

HELPFUL HINTS

We recommend that you take simple precautions for your own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Fire prevention

- Check your electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Hire a competent electrician if you are in doubt.
- Always unplug non-essential appliances before you go to bed, especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Don't leave a pan of fat unattended on the cooker.
- Install a suitable fire extinguisher. You should put one in the kitchen.
- Make sure that all open fires are properly guarded – even if they appear to be out – especially at night.
- Have your chimney swept and flues regularly checked, at least once a year (if you use open fires).

Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if you leave the property without heating in winter months. Consider leaving the loft access open so that warm air can move into the roof space to reduce the possibility of the pipes and tank freezing.
- If your pipes freeze, thaw them out slowly using hot water bottles or hairdryers. Never use a blowlamp or warm air paint stripper gun.

Security

- Make sure you have good quality locks fitted to all of your outside doors (five lever mortise deadlocks to British Standard 3621 or multipoint locking systems on UPVC doors).
- All opening sections of basement, ground floor or easily accessible windows should be fitted with key-operated locks.
- Use the door and window protections when you leave the home unattended and remove the keys from the locks (including the garage).
- Do not leave keys under the mat or inside the letter box, or anywhere else they can be found easily.
- Leave a light on, on a timer, in a room other than the hall when you are out in the evening overnight.
- Do not leave large amounts of money in the home.
- Do not leave valuable property in unattended vehicles.
- Photograph your valuables and keep copies of valuations and receipts. These are extremely helpful in case they are lost or stolen, not only to us but also to the Police.

If you need any help or advice on security to the home, contact a member of the Master Locksmith Association.

When you go away on holiday

- Tell your local Neighbourhood Watch about your holiday.
- Stop newspaper and milk deliveries. Do not advertise your absence.
- Place any valuables which are not being carried or worn with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If you have an alarm, make sure this is switched on.
- Leave your key with a trusted neighbour and ask them to look in and inspect the home occasionally.

PROPERTY CYBER AND DATA EXCLUSION

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- 4 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 5 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 6 Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 7 Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility,owned or operated by the Insured or any other party.
- 8 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System

PRIVACY NOTICE

Both the **Insurer** and Andrew Copeland (Insurance Consultants) Ltd are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

The **Insurer** explains below who it is, how it collects, shares and uses personal information about **you**, and how **you** can exercise **your** privacy rights.

The **Insurer** may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with **you**. The **Insurer** retains personal information it collects from **you** where it has an ongoing legitimate business need to do so.

The **Insurer** may disclose **your** personal information to:

- the **Insurer's** group companies;
- third party services providers and partners who provide data processing services to the **Insurer** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where the **Insurer** believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the **Insurer's** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in its Privacy Policy; or
- any other person with your consent to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which **you** are a resident. These countries may have data protection laws that are different to the laws of **your** country. The **Insurer** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures the **Insurer** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that the **Insurer** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

You can opt-out of marketing communications sent to **you** by the **Insurer** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if the **Insurer** has collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about the **Insurer's** collection and use of **your** personal information.

PRIVACY NOTICE (Continued)

If further information is required as to how data is processed by the **Insurer**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on the **Insurer's** website at <https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

The Data Protection Officer
TMHCC, 1 Aldgate, London, EC3N 1RE
DPO@tmhcc.com

If information is required as to how data is processed by Andrew Copeland (Insurance Consultants) Ltd, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at http://www.andrewcopeland.co.uk/privacy_policy.html

or contact:

Data Protection Office
Mr Peter Anson
224 High Street, London BR3 1EN
info@acopeland.com
0208 656 2544