

PROPERTY PROTECTION RESIDENTIAL POLICY

For Insurance of:

Holiday Homes
Holiday Home Lets
Second Homes
Let Properties
Unoccupied Properties
Student Lets
DSS Lets

INDEX

Thank you for choosing Andrew Copeland (Insurance Consultants) Limited for your insurance. If you have any questions about these documents, please contact your broker who will be pleased to help you.

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THE CONTRACT OF INSURANCE

This policy, the **schedule** and any **endorsements** form a legally binding contract of insurance between **you** and **us** and should be read as one document. They set out what is covered and what is not covered, together with the sums insured and any special terms applicable.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us** in **your** proposal or statement of fact. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

Please check that the contract is suitable for **your** needs.

If you are not satisfied with the cover provided by this insurance, please contact your broker within 14 days of receiving your insurance documents. As long as you have not made a claim, we will return any premium you have paid.

This contract is written in English and all communications about it will be in English. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the scheme is available from the Financial Services Compensation Scheme (Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY) and on their website: www.fscs.org.uk

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurer are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

This insurance is underwritten by HCC International Insurance Company plc, trading as Tokio Marine HCC, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This policy has been arranged by Andrew Copeland (Insurance Consultants) Limited.

Signed for and on behalf of PROPERTY PROTECTION (ANDREW COPELAND INSURANCE CONSULTANTS LIMITED)

PETER J ANSON

DEFINITIONS

The following words or phrases have the same meaning whenever they appear in bold in this document and any applicable **endorsements** (As shown in **your schedule**).

Accidental damage

Damage caused as a direct result of a single unexpected event.

Broker

The company who arranged this insurance for you. Their contact details are shown in your schedule.

Buildings

- the structure of the private residence, garages, greenhouses and sheds all on the same site, including central
 heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed
 jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.
- carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines and tumble dryers up to £5.000 in total.

all of which you own or for which you are legally responsible at the 'risk' address named on the schedule.

The **private residence** (unless **we** describe it differently on the **schedule**) must be built of brick, stone or concrete and roofed with slates, tiles, concrete or felt. Unless shown in **your schedule**, no more than 30% of the roof area may be flat and covered with felt.

Contents

Household goods, furniture, carpets, curtains and appliances contained in the **private residence** all of which belong to **you** or for which **you** are legally responsible, including:

high risk items (we will pay up to £5,000 for any one item, pair or set and up to 10% of the contents sum
insured in total for such items).

Contents does not include:

- any property which is more specifically insured by other insurance;
- clothing;
- · any living creature;
- motor vehicles, electrically, mechanically, or power assisted vehicles, caravans, trailers, watercraft, aircraft
 or any accessories for these items:
- tenant(s)' property;
- money, credit, cheque and debit cards, securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- any property used or held for business, profession or trade purposes;
- any part of the buildings;
- pedal cycles; or
- jewellery and watches

Endorsement(s)

A change in the terms and conditions of this insurance. **Endorsement(s)** which apply to **your** insurance (if any) will be shown in **your schedule**.

High risk items

- articles (other than jewellery and watches) made of gold, silver and other precious metals.
- · paintings and pictures.

DEFINITIONS (continued)

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Period of insurance

This is the length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept **your** premium, or until cancelled.

Private residence

The living accommodation at the 'risk' address shown on the **schedule**.

Schedule

This document showing **your** name, the **private residence**, the amounts insured, the **period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

Tenant(s)

Any person(s) or company occupying **your** property and paying rent to **you** by agreement.

Unfurnished

Where the **private residence** is not furnished enough to be lived in.

Unoccupied

Where the **private residence** has been left without an occupant for more than 30 days in a row.

We, us, our, insurer (s)

The **insurer** providing **your** cover, HCC International Insurance Company plc, trading as Tokio Marine HCC.

You, your

The person(s) or company(ies) named in the **schedule** as the insured.

SECTION ONE: BUILDINGS

Your schedule will show you if this cover applies.

What is covered

Insured events

Loss or damage to the **buildings** during the **period of insurance** caused by the following events.

- Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.

- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lampposts.

What is not covered

The first £125 of every claim except for Insured events 13 and 14.

- loss or damage caused:
 - by pets;
 - to paths or drives by the weight of any vehicle; or
 - to roads, land, pavements, piers, jetties, bridges and culverts.
- loss or damage:
 - to hedges, fences and gates;
 - caused by cutting down or trimming trees or branches; or
 - the cost of removing fallen treesor branches if they have not caused damage to the **buildings**.

SECTION ONE: BUILDINGS (continued)

What is covered

10 Theft or attempted theft.

11 Malicious acts or vandalism.

12 Flood.

13 Escape of water or oil from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

- loss or damage:
 - caused by **you** or **your** guests or employees;
 - while the **private residence** is unfurnished;
 - unless there has been forced and violent entry or exit into or out of the **private** residence (other than theft or attempted theft caused by your tenant(s))
- any amount over £5,000 caused by your tenant(s).
- loss or damage while the **private residence** is **unfurnished**
- any amount over £5,000 caused by your tenant(s).
- · loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates;
 - to radio or television aerials, fixed satellite dishes, their fittings ormasts;
 - to fixed swimming pools, fixed hot tubs, fixed jacuzzis or fixed spas.
 - caused by rising ground water levels.
- the first £250 of every claim unless stated otherwise in the policy **schedule**.
- loss or damage:
 - while the private residence is unfurnished:
 - caused by subsidence, heave or landslip;
 - to fixed domestic oil tanks and fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas;
 - caused by chemicals or chemical reaction;
 - caused by faulty workmanship; or
 - to the installation itself: or
 - if the installation is outdoors or in an out building, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.

SECTION ONE: BUILDINGS (continued)

What is covered

14 **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

15 Storm.

- the first £1,000 of every claim.
- loss or damage caused by:
 - coastal or river erosion;
 - newly made up ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering your buildings;
 - normal **settlement**, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
- loss or damage to fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the foundations beneath the supporting walls of the **private** residence are damaged at the same time and by the same cause.
- loss or damage caused to solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private residence are damaged at the same time and by the same cause.
- loss or damage to the **buildings** if the loss or damage is covered by law or the National House Building Council Scheme, or other similar guarantee.
- loss or damage:
 - caused by frost;
 - caused by subsidence, heave or landslip;
 - to hedges, fences and gates;
 - to radio or television aerials, fixed satellite dishes, their fittings or masts;
 - caused by rising ground water levels;
 - to fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas.

EXTRA BENEFITS INCLUDED WITH BUILDINGS

We will also cover the following.

What is covered

1 Accidental breakage

- accidental breakage of fixed glass forming part of the **buildings** (including the cost of necessary boarding up before replacing broken glass).
- · accidental breakage of fixed sanitary fittings.
- accidental breakage of ceramic glass in cooker hobs of built-in units.
- accidental breakage of fixed solar panels forming part of the **buildings**.

2 Loss of rent or costs for alternative accommodation

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under Section one: Buildings, **we** will pay one of the following:

- the rent you would have received from an existing tenant(s) if the private residence could have been lived in; or
- the cost of comparable alternative accommodation for you, your family and your pets if you permanently live in the private residence; or
- (iii) the cost of comparable alternative accommodation for **your tenant(s)**.

You may only claim this benefit under one section of this document.

What is not covered

- the first £125 of every claim.
- damage while the private residence is unfurnished.
- damage caused by pets.

 any amount over 20% of the **buildings** sum insured for any one claim.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

What is covered

3 Selling the private residence

If you sell the private residence, from the date you exchange contracts, we will give the buyer the benefit of Section one: Buildings until the sale is completed, as long as this is within the period of insurance.

4 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under Section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.

- up to 12.5% of the buildings sum insured for thereasonablecostofarchitects', surveyors', civil engineers', solicitors' and other feestore pair or rebuild the buildings.
- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe.
- the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws imposed by Acts of Parliament or local authorities.

5 Emergency Access

Loss or damage to the **buildings** caused by a member of the emergency services breaking into the **private residence**:

- to rescue you, your guests, employees or tenant(s):
- to deal with a medical emergency; or
- to prevent damage to the private residence.

- any claim for loss or damage to the buildings if the buyer is insured under any other insurance
- any costs for preparing a claim.
- any costs that relate to undamaged parts of the buildings, except the foundations of the damaged parts of the buildings.
- costs involved in meeting regulations and laws if notice was served on you before the loss or damage happened.
- the cost of making the site stable.

EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

What is covered

6 Accidental damage to underground services

Accidental damage to underground cables, pipes or tanks serving the **private residence** for which **you** are legally responsible.

7 Landscaped Gardens

We will pay up to £5,000 in any period of insurance for any reasonable costs you may incur in reinstating the gardens at the private residence back to their original condition following damage caused by the emergency services attending the private residence due to the operation of an insured event.

8 Trace and access

If the **buildings** are damaged due to water escaping from a fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher in the **private residence**, **we** will pay up to £2,500 for reasonable costs **you** may incur in removing and replacing any part of the **buildings** as necessary to find and repair the source of the leak and to reinstate the **private residence** back to its original condition.

What is not covered

- the first £125 of every claim.
- damage while the private residence is unfurnished.
- the cost of clearing blocked sewer pipes, drains, soakaways, pipes or tanks.
- damage to any part of the cable or services pipe within the **buildings**.
- damage caused by subsidence or heave of the land, or landslip.
- loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.
- delamination (seperation of the layers) of pitch fibre pipes.

• damage while the **private residence** is **unfurnished**

EXTRA BENEFITS INCLUDED WITH BUILDINGS (continued)

What is covered

9 Unauthorised use of services

We will pay up to £5,000 in any period of insurance for charges you have to pay your service provider(s), following unauthorised use of electricity, gas or water at the private residence by person(s) occupying the private residence without your authority or consent, provided that you take all reasonable steps necessary to terminate such services as soon as you become aware of such occupation.

10 Unauthorised Alterations

We will pay up to £20,000 in any one period of insurance for any necessary and reasonable costs you may incur to reinstate the private residence back to its original condition if your tenant(s) alters or changes the structure of the private residence without your consent.

This extra benefit only applies if the inside of the **private residence** is inspected by **you** or an authorised person at least once every six months and a record kept of the inspection.

11 Fire Extinguisher Expenses

We will pay up to £5,000 in any period of insurance for any reasonable costs you may incur in refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following damage at the private residence caused by an insured event

12 Accidental damage to CCTV systems

We will pay up to £5,000 in any period of insurance for accidental damage to closed circuit television systems in the private residence.

What is not covered

 any loss or damage caused directly or indirectly by any criminal activity at the private residence by the tenant(s).

ACCIDENTAL DAMAGE TO THE BUILDINGS

The **schedule** will show if this cover applies.

What is covered

Accidental damage to the buildings.

- the first £150 of every claim unless stated otherwise in the policy **schedule**.
- damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere or fading caused by light;
 - the **buildings** moving, shrinking, collapsing, cracking or by **settlement**;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the buildings;
 - faulty workmanship, design or materials: or
 - any water seeping into the **private** residence.
- damage that happens while the **private** residence is being demolished or having
 repairs or alterations carried out to the
 structure.
- damage to the domestic fuel tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts.
- damage while the private residence is unoccupied or unfurnished
- damage shown under the "What is covered" and "What is not covered":
 - Insured events 1 to 15; and
 - extra benefits included with **buildings** in Section one: Buildings

SETTLING CLAIMS

We will decide whether to pay the cost of repairing or replacing the part of the buildings damaged or destroyed if:

- the sum insured is enough to pay to rebuild the **buildings**;
- the repair or rebuilding is carried out as soon as possible after we give our approval (other than emergency repairs, which should be carried out without delay); and
- the **buildings** are in a good state of repair.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, then **we** will decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the buildings immediately before the damage and its value after the damage.

If the loss or damage relates to carpets, curtains, blinds, dishwashers, freezers, refrigerators, cookers, washing machines or tumble dryers, **we** will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

Sum insured

The most **we** will pay under Section one: Buildings is the sum insured shown on the **schedule** for **buildings**, adjusted in line with index linking. This includes extra expenses and fees listed under Extra benefit 4 (Building fees and the cost of removing debris) in Section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the sum insured, **we** will pay only for the loss or damage in the same proportion. For example, if **your** sum insured only covers two-thirds of the cost of rebuilding the **buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce the **buildings** sum insured, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Building Cost Information Service in association with the Association of British Insurers. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out. **We** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

SECTION TWO: CONTENTS

Your schedule will show you if this cover applies.

What is covered

Insured events

Loss or damage to **your contents** whilst in the **private residence** during the **period of insurance** caused by the following events.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Impact by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lampposts.
- 10 Theft or attempted theft.

What is not covered

The first £125 of every claim except for Insured event 13.

loss or damage caused by pets.

- loss or damage caused by cutting down or trimming trees or branches.
- loss or damage:
 - caused by **you** or **your** guests or employees;
 - while the **private residence** is unfurnished;
 - unless there has been forced and violent entry or exit into or out of the **private** residence (other than theft or attempted theft caused by your tenant(s)).
- any amount over £5,000 caused by your tenant(s).

SECTION TWO: CONTENTS (continued)

What is covered

11 Malicious acts or vandalism.

12 Flood.

13 Escape of water or oil from any fixed domestic water or heating installation or appliance, swimming pool, hot tub, jacuzzi, spa or aquarium.

14 **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

15 Storm.

- · loss or damage:
 - caused by **you** or **your** guests or employees; or
 - while the **private residence** is unfurnished;
- any amount over £5,000 caused by **your tenant(s)**.
- · loss or damage:
 - caused by frost; or
 - to property outside the **private** residence: or
 - caused by rising ground water levels.
- the first £250 of every claim unless stated otherwise in the policy **schedule**.
- · loss or damage:
 - while the **private residence** is unfurnished:
 - caused by faulty workmanship;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protectedbya'frost-statdevice'; or
 - to the installation or appliance;
 - to free-standing hot tubs, jacuzzis or spas.
- the cost of the water or oil.
- loss or damage caused by:
 - coastal or river erosion:
 - normal settlement, shrinkage or expansion;
 - faulty design, workmanship or materials;
 or
 - construction work or repairing, demolishing or altering the buildings.
- loss or damage:
 - caused by frost; or
 - to property outside the **private** residence.
 - caused by rising ground water levels.

EXTRA BENEFITS INCLUDED WITH CONTENTS

We will also cover the following.

What is covered

1 Accidental breakage

Accidental breakage of:

- · glass tops and fixed glass in furniture;
- · ceramic glass in cooker hobs; and
- mirrors.

2 Loss of rent or costs for alternative accommodation

While the **private residence** cannot be lived in as a result of loss or damage covered by an event insured under Section two: Contents, **we** will pay one of the following:

- the rent you would have received from an existing tenant(s) if the private residence could have been lived in: or
- (ii) the cost of comparable alternative accommodation for you, your family and your pets if you permanently live in the private residence: or
- (iii) the cost of comparable alternative accommodation for **your tenant(s)**.

You may only claim this benefit under one section of this document.

What is not covered

- the first £125 of every claim.
- damage while the private residence is unfurnished and unoccupied.
- damage caused by pets.

• any amount over 20% of the suminsured on the **contents** for any one claim.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued)

What is covered

3 Televisions, audio, video or computer equipment

 accidental damage to televisions, audio, video or computer equipment in the private residence; Aerials, fittings and satellite dishes attached to the buildings.

4 Metered water

Metered water accidentally leaking following an insured event.

Up to £750 in any **period of insurance** for charges **you** have to pay to **your** water provider.

5 Contents outside but within the boundaries of the private residence

Loss or damage caused by Insured events 1 to 11, 13 and 14 to garden furniture or ornaments outside the **private residence** but within the boundaries of the property on which the **private residence** is built.

We will pay up to £250 for any one event.

- the first £125 of every claim.
- · damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - action of light or the atmosphere;
 - any process of cleaning, repairing, renovating or maintaining the contents;
 - faulty workmanship, design ormaterials.
- damage to:
 - portable computer equipment;
 - styli, recording heads, records, tapes, cassettes, discs; or
 - equipment designed to be portable whilst it is being carried, moved or transported.
- the first £125 of every claim.

- · loss or damage to:
 - trees, plants, shrubs or garden produce; or
 - property in or on any motor vehicle, trailer, boat, caravan or mobile home.

EXTRA BENEFITS INCLUDED WITH CONTENTS (continued) What is covered What is not covered Locks and keys If the keys are lost or stolen, we will pay up to £250 for the cost of replacing keys and locks to: intruder alarms and safes installed in the private residence; and any external door of the **private residence**.

ACCIDENTAL DAMAGE TO THE CONTENTS

The **schedule** will show if this cover applies.

What is covered

Accidental damage to the **contents** while they are in the **private residence**.

- the first £150 of every claim unless stated otherwise in the policy **schedule**.
- damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere or fading caused by light;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
 - faulty workmanship, design or materials:
 or
 - your contents being used in a way which is different to the manufacturer's instructions.
- damage to free-standing hot tubs, jacuzzis and spas
- damage while the **private residence** is **unoccupied** or **unfurnished.**
- any amount over £1,000 for china, glass, pottery, porcelain and other brittle substances
- damage shown under the "What is covered" and "What is not covered":
 - Insured events 1 to 15; and
 - extra benefits included with contents in Section two: Contents

SETTLING CLAIMS

Basis of settling claims

For any item of contents that is lost or damaged we will at our option -

- · replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if we can repair or replace the item or part but agree to make a cash payment at your request instead, it
 will not be more than the amount it would have cost us to replace or repair the item using our own
 suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

We will take off an amount for wear and tear for household linen.

Sum insured

The most **we** will pay under Section two: Contents is the sum insured shown on the **schedule**, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing the **contents** as new is more than the sum insured, **you** will have to pay a share of the claim. For example, if **your** sum insured for **contents** only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on the **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index. For **your** protection if this falls below zero, **we** will not reduce the sum insured

If you make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as you take reasonable action for the repair or replacement to be carried out without delay.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

SECTION THREE: LIABILITY

Where Section one: Buildings is shown as covered in the **schedule**, the insurance will include **your** liability as owner of the **private residence** and **your** liability as owner of a previous private residence.

Where Section two: Contents is shown as covered in the **schedule**, the insurance will include **your** liability as occupier of the **private residence** and **your** liability for accidents to domestic employees.

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as owner or occupier

Your liability as owner or occupier to pay for accidents happening in and around the **private** residence during the **period of insurance**. We will provide this cover if the accident results in:

- bodily injury to any person other than you or a domestic employee; or
- loss or damage to property which you (or your domestic employees) do not own or have legal responsibility for.

We will not pay more than £5,000,000 for any one event plus any costs and expenses we have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

- you are not covered for liability arising:
 - other than as owner or occupier of the private residence;
 - from any agreement or contract unless you would have been legally liable anyway;
 - from criminal acts:
 - as a result of an assault, alleged assault or a deliberate, wilful or malicious act;
 - from the ownership or occupation of any land or buildings other than the **private** residence:
 - where **you** are entitled to coverfrom another source;
 - from paragliding or parascending;
 - from any profession, trade or business other than as owner of the **private** residence;
 - from any infectious disease or condition
 - from you, your employee(s) ortenant(s) owning or using any:
 - power-operated lift (otherthan stairlifts);
 - mechanically, electrically or power assistedvehicles(includingchildren's motorcycles and motor cars) or horsedrawn vehicles:
 - aircraft (including drones), hang gliders, land or sand yachts, parakarts, hovercraft, or watercraft:
 - · caravan or trailer; or
 - animals other than your pets;
 - animals of a dangerous species and livestock as defined in the Animals Act 1971** (other than horses used for private hacking)

SECTION THREE: LIABILITY (continued)

What is covered

Liability as owner or occupier (continued)

What is not covered

- bodily injury to any member of **your** house hold who normally lives with **you**.
- **you** are not covered for liability arising from the following:
 - Liquidated damages
 Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.
 - Punitive or exemplary damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
 - Aggravated damages
 Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
 - Multiplying compensatory damages
 Where the amount of money awarded as
 compensation is multiplied as a
 punishment.
- you are not covered for liability arising from you, your employee(s) or tenant(s) owning or using any dogs under the Dangerous Dogs Act 1991* or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

*Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

**Animals Act 1971

People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species. For further guidance please see the Office of Public Sector Information website (www.opsi.gove.uk) or contact the Citizens Advice Bureau.

SECTION THREE: LIABILITY (continued)

What is covered

Liability as owner of a previous private residence

Your liability under Section 3 of the Defective Premises Act 1972* or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which you occupied, for accidents happening in and around that private residence which result in:

- bodily injury to any person other than you (or your domestic employees); or
- loss or damage to property which you (or your domestic employees) do not own or have legal responsibility for.

We will not pay more than £5,000,000 for any one event plus any costs and expenses we have agreed to in writing.

If **you** die, **your** legal personal representatives will have the benefit of the cover under this section.

*Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service solely at the **private residence**.

We will pay up to £10,000,000 for any one event plus any costs and expenses we have agreed to in writing.

If you die, your legal personal representatives will have the benefit of this section for your liability for an event covered by this section.

- you are not covered for liability arising:
 - from an incident which happens over seven years after this insurance ends or the private residence was sold;
 - from any cause for which you are entitled to cover under another source;
 - from the cost of correcting any fault or alleged fault; or
 - where a more recent policy coversthe liability.
- bodily injury to any member of **your** house hold who normally lives with **you**.
- bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says you must have insurance or security.
- bodily injury arising from any infectious disease or condition.

GENERAL EXCLUSIONS

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- · costs and expenses; or
- death or injury to any person caused by, contributed to or arising from the following:
- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from the fixed domestic water or heating systems.

5 Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

- 6 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insect, vermin, moth, anything that happens gradually, mechanical or electrical breakdown.
- 7 Indirect loss of any kind. We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, unless expressly stated in this insurance.
- 8 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear

if it is likely that the purpose is of a political, religious, ideological or similar nature.

GENERAL EXCLUSIONS (continued)

- 9 The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **private residence**, including where **you** are working in **your** capacity as a professional tradesman.
- 10 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

11 Cyber and Data Exclusion

We will not pay for any:

a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus:
- iii. any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above; or
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover the physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

12 Infectious or Contagious Disease Exclusion

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infections or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimize or prevent the impact of a) above

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

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this contract of 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 insurance coverage for Specially 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 coverage in respect of any risk 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. These are the conditions of the insurance **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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** as soon as possible and take all reasonable steps to reduce the costs of these proceedings.

2 Telling us about a change

You must tell us, via your broker, as soon as possible 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. If you are not sure whether any information is relevant, you should tell us anyway.

You must tell us about the following:

- a) Before **you** convert or extend the **buildings**.
- b) If **you** buy new furniture as the sum insured may need to be increased. Please read how **we** settle claims under Section two: Contents
- If you change your address.
- d) If the private residence is unfurnished or unoccupied for any reason other than waiting for a tenant(s) to move in.
- e) If the type of **tenant(s)** occupying the **private residence** changes.
- f) If you have been convicted of any offence or have a prosecution pending (other than a motoring offence) or received a police caution).

We have the right to change any terms and conditions of this insurance when you tell us about a change.

3 Claims

When a claim or possible claim occurs, **you** must tell **us** as soon as possible. (Please refer to the MAKING A CLAIM' section within this documents.

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 also tell the police as soon as possible 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 occurring.

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. Do 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, conduct, 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

If **you** make a fraudulent claim under this insurance contract, then **we**:

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

If we exercise our right under clause (c) above:

- (a) We will not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) We need not return any of the premiums paid.

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.

GENERAL CONDITIONS (continued)

7 Cancellation

If **you** are not satisfied with the cover provided by this insurance, please contact **your broker** 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 broker.

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;
- 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 minus a cancellation charge of £20. 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 property

Each **private residence** covered by this insurance will be insured as though a separate document had been sent to each.

GENERAL CONDITIONS (continued)

10 Regulations and conditions for rented accommodation

If the **private residence** is lived in by **tenant(s)** the following conditions will apply on top of those shown in the policy document:

- you must meet all current local and national authority regulations governing rented accommodation.
- the bedroom(s) must not be used for cooking food, other than for making tea and coffee.
- the bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters.
- all rubbish stored in the **private residence** must be removed fortnightly.

If you do not meet these conditions and a claim arises as a result, we may not be able to pay the claim.

11 Your duty to provide accurate information

If **we** obtain evidence which suggests **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 may:

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

We or your broker will write to you if we:

- intent to treat this insurance as if it never existed; or
- need to amend the terms of vour insurance.

MAKING A CLAIM

If you need to make a claim:

- check **your** policy booklet and **your schedule** to see if **you** arecovered.
- give notice to the Police as soon as possible in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- contact us on 0808 175 6367 or email copeland_claims@thmcc.com as soon as reasonably possible, quoting your policy number. We 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, The St Botolph Building,

138-139 Houndsditch, London, EC3A 7BT 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.

HOW TO COMPLAIN (continued)

The Financial Ombudsman Service Exchange Tower London E14 9SR

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.

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 vou when vour 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 <u>potential buyer</u> (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 Clause and the UK Addendum to 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, The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT 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 Officer 224 High Street, London BR3 1EN info@acopeland.com 0208 656 2544

OTHER SERVICES AVAILABLE

We can also provide quotations for the following types of risks.

A Holiday Home

A quotation can be provided for properties which are used solely as a holiday home by the owner, the owner's family or the owner's friends.

B Holiday Home Lets

A quotation can be provided on the same basis as a holiday home, but extended to allow for lettings.

C Second Home

A quotation can be provided for properties which are used on a semi-regular basis with periods of unoccupancy (ie home in London for weekday use whilst at work and left unoccupied at weekends whilst at the main residence or vice versa). Cover can also be provided for owners who live or work abroad, who only use their property whilst staying in the United Kingdom.

D Let Properties

A quotation can be provided for properties which are let or tenanted on a regular basis to tenants engaged in professional employment.

E Unoccupied Properties

A quotation can be provided for properties which are left permanently unoccupied, or for long periods at a time (ie awaiting sale, being renovated or not in full time use). The level of cover available varies and depends upon the general condition and state of the property. Please contact Property Protection or **your** agent with full details of the property so they may advise **you** of the level of cover available.

F Student Lets

A quotation can be provided for properties which are let to students, whether singly or on a house share basis. Cover in the holiday periods if **you** wish to let the property to holidaymakers or leave it unoccupied is available.

G DSS Lets

A quotation can be provided for properties which are left to DSS referrals or for tenants having all or part of their rent paid for by the DSS. To qualify for this cover, the tenancy agreement must be between the land lord and tenant, not with the DSS, or under DSS control. The agreement must be for a minimum duration of six months and the property must be let to one person/family only.

Should **you** require a quotation on any type of property, please contact:

Property Protection

on

0208 656 2544

PROPERTY INSPECTION RECORD SHEET

Date	Time	Inspected by (name in full)	Notes on any damage
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02)			
03)			
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