

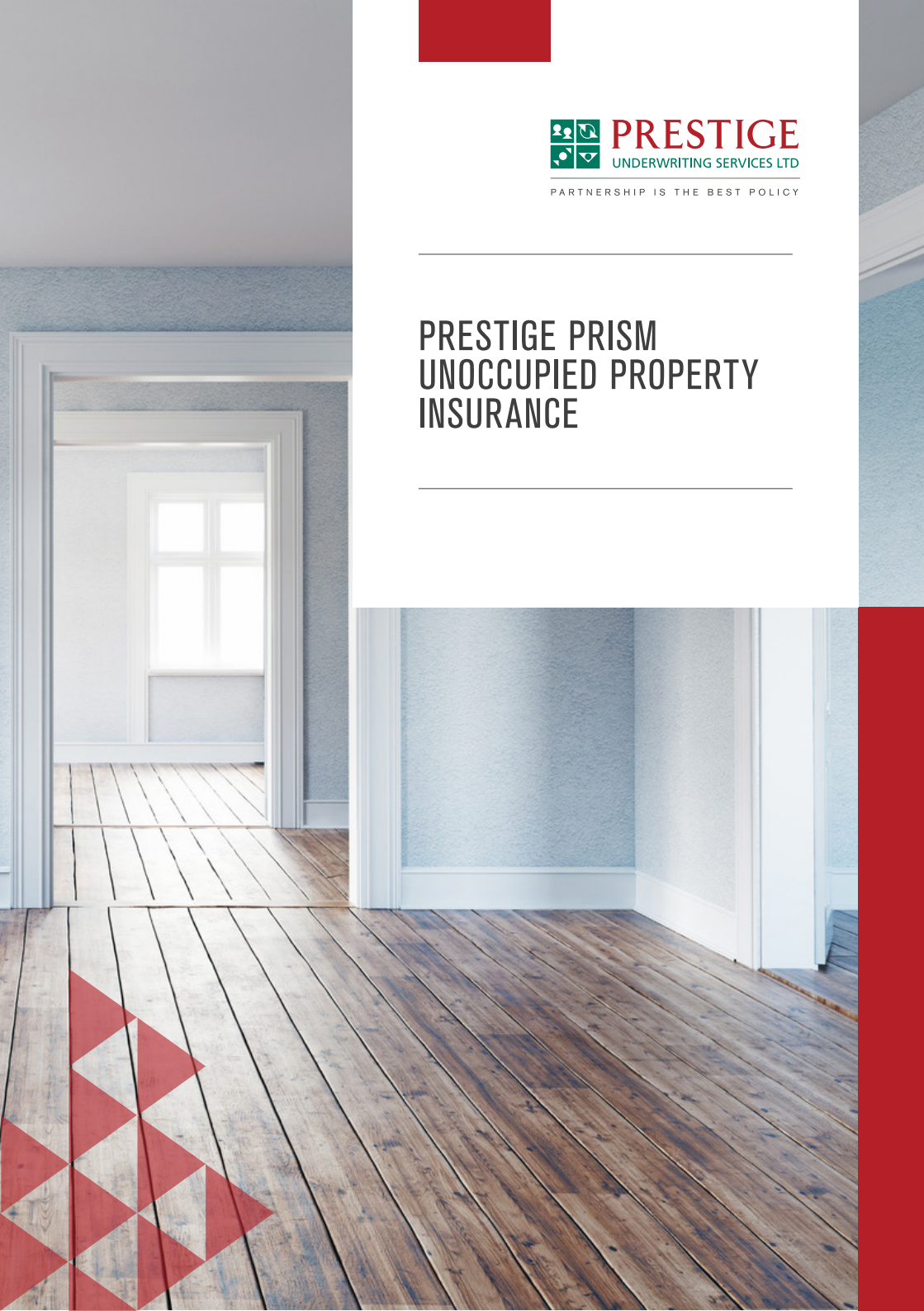


PARTNERSHIP IS THE BEST POLICY

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# PRESTIGE PRISM UNOCCUPIED PROPERTY INSURANCE

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# Welcome to your Prestige Underwriting Services Ltd Prism Unoccupied Property insurance policy

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Thank you for choosing Prestige Underwriting Services Ltd. **Your** unoccupied property insurance is arranged on behalf of the insurer as shown on **Your Schedule**.

**Our** aim is to provide **You** with peace of mind when it comes to looking after **Your** unoccupied home insurance needs and to make **Your** insurance cover clear and easy to understand.

**You** should read this **Policy** booklet, along with **Your Schedule** and statement of fact, as together they give **You** full details of **Your** cover. If **You** have any questions about **Your Policy** documents, if any details are incorrect on any of the documentation **You** have received, or if **You** wish to make a change to **Your Policy**, please contact **Your Broker or Agent**, whose details are shown on **Your Schedule**. Please also contact **Us** if **You** require **Your** documents in an alternative format, for example large print. Thank you for choosing Prestige Underwriting Services Ltd. **Your** unoccupied property insurance is arranged on behalf of the insurer as shown on **Your Schedule**.

Throughout this **Policy** some words are in **bold**. The meanings of these words are explained in the section headed 'Definition of words' on page 4.

## Authorisation

Prestige Underwriting Services Ltd is authorised and regulated by the Financial Conduct Authority.

Firm reference number 307105.

Prestige Underwriting Services Ltd is registered in Northern Ireland, NIO31853

Registered Office:  
10, Governors Place,  
Carrickfergus, Co. Antrim,  
BT38 7BN

The insurer for **Your Policy** as shown on **Your Schedule** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless otherwise stated.

Details can be checked on the Financial Services Register by visiting the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

## The contract of insurance

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This **Policy** is a contract of insurance between **You** and **Us**, consisting of this **Policy** booklet, **Your Schedule**, any **Endorsements** and any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal. This **Policy** booklet contains important information about what is and what is not covered under this **Policy**. **Your Schedule** shows the details of **Your** cover, including which sections are operative, any **Excess** which will be applied if **You** make a claim and whether any **Endorsements** are applicable.

In return for having accepted **Your** premium **We** will provide insurance for injury, loss, damage or liability under the sections of cover detailed in this **Policy** and on **Your Schedule**; subject to this occurring within the **Period of Insurance**.

## Your duty

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It is **Your** responsibility to ensure that all the information that has been given by **You** or has been provided on **Your** behalf is accurate and complete to the best of **Your** knowledge and belief. **Your Policy** may be cancelled, **Your** claim rejected or not fully paid if **You** fail to provide **Us** with correct information or do not inform **Us** of relevant changes. See the section headed 'Changes you must tell us about' on page 8 for more information.

If **You** make a false statement, misrepresent or withhold information from **Us** this may result in **Your Policy** being voided, this means **Your Policy** will be treated as if it never existed and as a consequence all claims under the **Policy** will be refused and any premiums paid may be retained by **Us**.

If **You** are in any doubt that the information provided to **Us** is correct, please immediately contact **Your Broker or Agent**.

**You** are required to comply with all **Endorsements** applied to this **Policy**, as shown on **Your Schedule** and if **You** fail to do so **Your Policy** may be cancelled, **Your** claim rejected or not fully paid.

## Definition of words

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The definitions below apply throughout **Your Policy**.

Wherever the words or phrases below appear in **bold** print in the **Policy** they will have the meaning as defined below.

### **Accidental Damage**

Sudden, unexpected and unintentional physical damage.

### **Bodily Injury**

A physical injury, death or disease that is caused by a sudden, unexpected, external and visible event.

### **Buildings**

**Your Home**, its fixtures and fittings and any other permanent structure within the boundary of **Your Home** that belongs to **You** or that **You** are legally responsible for, including the following:

- tennis courts, patios, paved terraces, paths, drives, garden walls, fences, gates, hedges, permanently connected drains, pipes, cables, service tanks, septic tanks, soakaways and central heating fuel storage tanks
- permanently installed swimming pools and hot tubs
- solar panels, wind turbines and ground source heating pumps permanently fixed to the **Buildings** or land belonging to **Your Home**

### **Contents**

Household goods, personal property and business equipment with the **Home** that belong to **You** or **You** are legally responsible for including the following:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**
- hot tubs not permanently installed

**Contents** does NOT include:

- **Motorised Vehicles or Craft**
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- any part of the **Buildings**
- any property held or used for business purposes
- deeds and registered bonds and other personal documents
- stamps or coins, including those forming part of a collection
- **Personal Possessions** and **Valuables**
- unfixed building materials kept at the **Home**
- property in the open
- **Money** and **Credit Cards**
- pedal cycles

## Definition of words Cont.

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### **Domestic Staff**

A person(s) employed to carry out private domestic duties associated with **Your Home** and not employed by **You** in any capacity or in connection with any trade profession or employment.

### **Endorsement**

Any variations to the terms and conditions of this insurance as shown on **Your Schedule**.

### **Excess**

The first part of any claim **You** have to pay as stated on **Your Schedule** or **Endorsement**.

### **Heave**

Upward or sideways movement of the ground beneath **Your Buildings** caused by the soil expanding.

### **Home**

The private dwelling and its domestic outbuildings and garages at the address shown on **Your Schedule**.

### **Landslip**

Downward movement of sloping ground.

### **Money**

Current legal tender, cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), savings stamps, savings certificates, share certificates, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not including tickets or gift vouchers for sporting, musical, cultural events or festivals, or any items used for business purposes.

### **Motorised Vehicle or Craft**

Mechanically propelled or assisted vehicles which includes adults and children's motor cycles, quad bikes, trikes or go karts, trailers or caravans; including their parts and accessories, aircraft, drones, remotely piloted aircraft or unmanned aerial vehicles, hovercraft, boats, sailboards or any other craft designed to be used in or on water and any parts, accessories or spares for any of these other than:

- domestic gardening vehicles and equipment used within the boundaries of the land belonging to the **Home**
- mobility scooters, electric wheelchairs and power chairs; excluding vehicles registered for road use
- golf carts and trolleys
- remote-controlled toys and models

### **Period of Insurance**

The length of time for which this insurance is in force, as shown on **Your Schedule** and for which **You** have paid and **We** have accepted a premium.

### **Personal Possessions**

Items that **You** wear, use or are normally carried about **Your** person all of which belong to **You** or for which **You** are legally responsible. **Personal Possessions** does NOT include contact, corneal or micro corneal lenses, dentures, crowns, caps or fillings in teeth.

## Definition of words Cont.

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### Policy

**Your Policy** wording and most recent **Schedule** including any **Endorsements**; which describes the cover provided, which **You** have paid for, or agreed to pay for and for which **We** have accepted the premium.

### Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

### Schedule

The **Schedule** forms part of this insurance and contains details of **You**, **Your** property to be insured, the sums insured, the **Excess**, any **Endorsements**, the **Period of Insurance** and the sections of this insurance which apply.

### Settlement

The downward movement of properties after they are built caused by compression of soil by the super imposed weight of the structure.

### Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph)
- torrential rain, falling at a rate of at least 25mm an hour
- snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

### Subsidence

Downward movement of the ground beneath the **Buildings** by a cause other than **Settlement**.

### Terrorism

The use of biological, chemical and/or nuclear force, or contamination and threat thereof by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose(s), including the intention to influence any government(s) and/or to put the public in fear.

### United Kingdom

The **United Kingdom** will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.



## Definition of words Cont.

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### **Valuables**

Jewellery, furs, gold, silver, gold and silver plated articles and other precious metals, gems, stones, pictures, paintings and other works of art.

### **Vermin**

Animals that are destructive, including but not limited to; rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

### **We / Us / Our**

Prestige Underwriting Services Ltd on behalf of the insurer as shown on **Your Schedule**.

### **You / Your**

The person(s) named as the policyholder on the **Schedule** and any of the following who normally live with them: husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives.

### **Your Broker or Agent**

The person or persons who placed this Insurance on **Your** behalf.

## General conditions

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These general conditions apply to the sections of cover **You** have chosen, which are shown on **Your Schedule**.

If **Your Policy** is providing cover for more than one **Home** as shown on **Your Schedule**, **We** will consider each property as if it were insured separately.

**You** must comply with these conditions to have full protection of **Your Policy**. If **You** do not comply with them **Your Policy** may be cancelled, **Your** claim rejected or not fully paid.

### 1. The law which applies to this policy

**You** and **We** can choose the law which applies to this **Policy**. **We** propose that the law of England and Wales applies. Unless **We** and **You** agree otherwise the law of England and Wales will apply to this **Policy**.

### 2. Rights of third parties

No third party shall have any rights under this **Policy** or the right to enforce any part of it unless provided for by law or expressly stated in this **Policy**.

### 3. Changes you must tell us about

**You** must notify **Us** as soon as possible of any change to the information **You** have previously provided to **Us**, including via **Your Broker** or **Agent**.

Below are some examples of changes **You** must tell **Us** about:

- if **You** change **Your** insured or correspondence address
- if **Your Home** is used for business purposes other than clerical work
- if **You** become bankrupt
- if **You** are convicted of a criminal offence other than driving offences
- if the occupancy of the **Home** changes
- if the **Contents** sum insured changes (if **You** have these sections insured with **Us**)
- if the full rebuilding cost of **Your** property changes (if **You** have **Buildings** cover with **Us**)
- if **You** plan to do any of the following works to the **Buildings**;
  - extensions/conversion/excavation
  - works affecting load bearing walls
  - roofing work over 10%
  - any structural works including demolition
  - any works costing £10,000 or above
- if the type of locks or alarm change or if **You** no longer have an alarm maintenance contract in force

When **You** tell **Us** about a change **We** will reassess the premium and terms of **Your Policy** and advise **You** of any changes.

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in additional premium payable of less than £10, inclusive of IPT, then **We** will not charge **You** in respect of such additional premium.

Where any change to the cover provided by **Your Policy** and agreed by **Us**, results in a return premium due of less than £10, inclusive of IPT, then **We** will not refund **You** in respect of such return premium.

If **We** are unable to continue cover, **We** will notify **You** and arrange for **Your Policy** to be cancelled as per the section headed '4. Cancellation' within the General Conditions of **Your Policy** wording.

## General conditions Cont.

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### 4. Cancellation

#### Statutory cancellation rights

**You** may cancel this **Policy** within 14 days of receipt of **Your Policy** documents or the start date of the **Period of Insurance**, whichever is the latter (the cooling off period).

If cover has not commenced a full refund will be given.

If cover has commenced **We** will refund the premium paid for the period of unused cover, less the cancellation charge of £25.

There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**.

#### Cancellation outside the statutory period

**You** may cancel this **Policy** at any time after the cooling off period. **We** will refund any premium paid for the period of unused cover, less the cancellation charge of £25.

There will be no refund of premium in the event **You** have made or are in the process of making a claim in the current **Period of Insurance**.

However if **You** have elected to take out a 90 or 182 days only **Policy**, **We** will not refund any premiums paid as **Your** premium has been calculated on a pro-rata basis for the number of days of cover that **You** selected when the **Policy** was inception.

If **You** have arranged to pay **Your** premium using a monthly instalment plan and **We** settle a claim during the current **Period of Insurance**, **You** must continue with the payments until the **Policy** renewal date, or **We** may, at **Our** discretion deduct the outstanding instalments from any claim payment **We** make.

To cancel **Your Policy**, please notify **Your Broker** or **Agent**.

#### Our right to cancel

**We** and **Your Broker** or **Agent** can cancel **Your Policy** at any time by sending **You** 14 days written notice to **Your** last known address. **We** will refund any premium paid for the period of unused cover, as long as **You** have not made a claim or are in the process of making a claim in the current **Period of Insurance**. Valid reasons for cancellation may include;

- where **You** fail to notify **Us** as soon as possible of a change in information **You** have previously given **Us**
- where **You** fail to pay the agreed premium or any additional premiums applicable or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments, where **We** have made reasonable attempts to collect outstanding premium
- where there is a change in circumstances that **You** fail to tell **Us** about or which no longer meets **Our** underwriting criteria
- where **You** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard property insured under this **Policy** from loss or damage

## General conditions Cont.

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- where **We** reasonably suspect fraud
- where **You** are required by the terms of **Your 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

### 5. Premium Payment

**We** will not make any payment under this **Policy** unless **You** have paid or agreed to pay all applicable premiums in full. In the event of non-payment of the premium or a default if **You** are paying by instalments, **We** or **Your Broker** or **Agent** may cancel the **Policy** by sending **You** seven days written notice to **Your** last known address.

### 6. Sums Insured

**You** have an ongoing duty to ensure that **Your** sums insured represent the full value of the property insured at all times.

For **Buildings**, this means the cost of rebuilding the **Buildings** if they were completely destroyed, including demolition, debris removal and professional fees. This will not necessarily be the market value.

For **Contents** this is the current cost as new. Other than clothes, furs and household linen where the current cost as new less an appropriate allowance for wear and tear may be applied.

If the amount shown on **Your Schedule** represents less than 100% of the full value, **We** will only settle claims at the percentage **You** are insured for.

For example, if **Your** sums insured only represent 70% of the full value, **We** will not pay more than 70% of **Your** claim.

### 7. Index Linking

**Buildings:** The sum insured shown on **Your Schedule** is adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors and **Your** annual premium will be calculated on the adjusted sum insured.

The sum insured will continue to increase during repair or replacement following loss or damage to the **Buildings** provided that at the time it represents the full rebuilding cost of the **Home** and **You** ensure that repairs or replacement are carried out without undue delay.

**Contents:** The sum insured shown on **Your Schedule** is adjusted monthly in line with the Consumer Durable Section of the Retail Price Index prepared by the Office for National Statistics and **Your** annual premium will be calculated on the adjusted sum insured.

The sum insured will continue to increase during repair or replacement following loss or damage to the **Contents** provided that at the time it represents the full replacement cost on a new for old basis and **You** ensure that repairs or replacement are carried out without undue delay.

## General conditions Cont.

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Index Linking is not applied to a 90 day **Policy** or 182 day **Policy** as the **Policy** cannot be renewed. Meaning **You** sums insured are not automatically adjusted in line with the House Rebuilding Cost index prepared by the Royal Institution of Chartered Surveyors or the Consumer Durable Section of the Retail Price Index prepared by the Office for National Statistics.

**You** must therefore ensure that, at all times, the sums insured are adequate and notify **Us** as soon as possible if they are not.

### 8. Policy Fee

**We** reserve the right to apply a fee to **Your Policy** and retain this upon cancellation.

### 9. Taking care of your property and preventing loss or damage

**You** must take steps to maintain the **Home** in a good state of repair and take all reasonable precautions to avoid loss, damage or injury and to safeguard all property insured from loss or damage.

### 10. No Claim Discount

If **You** make a claim under **Your Policy** **We** will reduce **Your** no claim discount at the renewal date of **Your Policy**. If **You** do not make a claim under **Your Policy** **We** will increase **Your** no claim discount at the renewal date of **Your Policy** until **You** reach the maximum discount.

No claim discount is not applied to a 90 day or 182 day **Policy** as the **Policy** cannot be renewed.

### 11. Fraudulent claims

**We** will not pay for any claim which is in any part fraudulent or exaggerated, or if **You** or any person acting for **You** uses fraudulent means to gain benefits under the **Policy**. If **You** know of, or deliberately cause any injury or damage, **We** will not pay **Your** claim and may cancel **Your Policy**.

Throughout **Your** dealings with **Us** **We** expect **You** to act honestly. If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect
- make a statement in support of a claim knowing the statement to be false in any respect
- submit a document in support of a claim knowing the document to be forged or false in any respect
- make a claim in respect of any loss or damage caused by **Your** deliberate act or with **Your** involvement

then **We**:

- may not pay the claim
- may not pay any other fraudulent claim that has been or will be made under the **Policy**
- may cancel the **Policy** from the date of the fraudulent act
- will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the **Policy** commenced
- may not refund any premium paid for the **Policy**
- may inform the Police of the circumstances
- may prosecute fraudulent claimants

### 12. Sanctions Clause

**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## General conditions Cont.

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13. It is **Your** duty to have the property inspected internally and externally by **You** or **Your** representative in accordance with the **Endorsement(s)** shown on **Your Schedule**. **You** must keep a record of dates, times and any observations of the inspections and the record must be available to **Us** upon request.

Below is a list of recommendations of areas **You** or **Your** representative may want to include within the inspections, this list is not exhaustive:

- Windows and doors are shut, fastened and locked with no signs of attempted forced entry
- Any garages/outbuildings are checked for signs of any attempted forced entry
- The **Home** is checked throughout for any signs of escape/ingress of water
- Ensure water is running freely through the **Home** and there are no signs of blockages (if the water system has not been turned off and drained)
- Remove any build-up of newspapers and other postal documents
- Remove any rubbish outside of the **Home** or in doorways/porches
- If electricity has been left on for the security of the **Home**, ensure all security systems are in full and effective operation
- Ensure central heating is functional and operates correctly including any timers (if water system has been left on to allow the central heating to be in operation)
- Ensure electrical appliances are switched off when not in use
- Roof tiles are in good order, no slipped or broken tiles
- Flat roofs are in good condition, no rips/tears or pooling of water
- Gardens are maintained with rubbish removed
- Ensure gutters and rainwater goods are regularly checked and cleared of rubbish/leaves
- Check the level of oil in external tanks is in line with expectation and that there are no leaks/damage

## General exclusions

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These exclusions apply throughout **Your Policy**.

**We will not pay for:**

1. **Any loss or damage caused by:**
  - a) Confiscation or detention by customs or other officials or authorities
  - b) Reduction in value of any property following its repair or reinstatement
  - c) Riot or civil commotion outside the **United Kingdom**
  - d) Sonic bangs, pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. **Gradual deterioration/maintenance**

Any loss or damage caused by wear and tear, corrosion, damp, mould, dry or wet rot or fungus or any other damage that happens gradually over time and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and/or its **Contents**.
3. **Liability Insurance**

Any liability which is covered under a more specific **Policy**. This exclusion applies to liability to **Domestic Staff** and property owners liability.
4. **Pollution/contamination**

Loss, damage, liability or **Bodily Injury** arising directly or indirectly from pollution or contamination unless caused by:

  - a) a sudden and unforeseen and identifiable incident;
  - b) leakage of oil from a domestic oil installation at **Your Home**
5. **Radioactive or nuclear contamination**

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from:

  - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
6. **Terrorism**

Any loss damage, liability, cost or expense of whatever nature directly or indirectly caused, or happening through, or in connection with any act of **Terrorism**.
7. **War risks**

Any loss, damage or liability caused by or happening through war, invasion, acts of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military or usurped power.
8. **Contracts (rights of Third Parties) act 1999 clarification clause**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
9. **Undamaged Items**

**We** will not pay the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design when loss or damage occurs within a clearly identifiable area or to a specific part.

## General exclusions Cont.

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### 10. You are not covered for loss or damage:

- caused by cleaning, restoring, altering, dyeing, repairing, dismantling, misusing, maintaining or extending
- in connection with **Your** business, trade or profession
- caused by faulty workmanship, faulty materials or faulty design (other than in respect of **Your** liability as property owner)
- that would not have occurred if **You** had not failed to deal with damage to the property, which **You** could reasonably be expected to have noticed or where there has been an unreasonable delay in dealing with the damage
- that occurred before this **Policy** commenced
- more specifically covered by another **Policy**, legislation or guarantee
- caused by any criminal or deliberate act by **You**, **Your Domestic Staff** or any person to whom **You** have given **Your** permission to enter the **Home**
- caused by any **Vermin**, insects, pet or domesticated animal

### 11. Illegal activities

**We** will not pay for any loss, damage or liability arising as a result of the **Home** being used for illegal activities.

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

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

### 13. Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

**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;

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 physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

### 14. Contractors Exclusion Clause

This Insurance does not cover liability arising out of the activities of contractors. Whilst contractors are at the **Home**, there is no cover for theft or attempted theft from the **Home**, unless there is physical evidence of forced entry to, or exit from, the **Home**.



## Claim conditions

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**You** must comply with these conditions to have the full protection of **Your Policy**. If **You** do not comply with these conditions **Your Policy** may be cancelled, **Your** claim rejected or not fully paid.

### Your duties

The first thing **We** recommend **You** do is check the cover provided on **Your Schedule** and if **Your Policy** provides cover for the loss or damage **You** should:

- if **You** are a victim of theft, malicious damage, or property has been lost or stolen whilst away from **Your Home**, urgently inform the Police and obtain a crime reference number; ideally within 24 hours of discovery
- report the theft or loss of any **Credit Cards** to the Police and credit card company; ideally within 24 hours of discovery
- take appropriate action to prevent the property from further loss or damage
- take all reasonable steps to recover missing property
- contact **Us** or **Your Broker or Agent** as soon as is practically possible and provide **Us** with details of the incident

### How to make a claim

To make a claim, please contact:

Claims in writing should be directed to:

Gallagher Bassett Technical  
Telephone: 01443 229513  
Facsimile: 01443 229995  
Email: [uk.gbtechnical.adjusting@gbtpa.com](mailto:uk.gbtechnical.adjusting@gbtpa.com)

Gallagher Bassett Technical  
Units 1 & 2, Ground Floor  
Magden Park  
Llantrisant  
Rhondda Cynon Taff  
CF72 8XT

Emergency 24/7 Out of Office Number: 01724 761378

Gallagher Bassett Technical handle claims on behalf of **Your** insurer as noted on **Your Schedule**. Professional staff are available to assist **You** whether **You** need a claim form, advice on emergency repairs or any other aspect of **Your** claim.

Alternatively, if **You** prefer, please contact **Your Broker or Agent**.

In the event of an emergency **You** should:

- take any necessary steps to prevent further damage to the property e.g. shut off the water supply, turn of the gas and/or electric
- not dispose of any damaged items or carry out or have carried out any permanent repairs, as **We** may need to inspect the damage

To enable **Your** claim to be dealt with quickly **Your Insurer** will require **You** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

- **Your** name, address, and telephone numbers
- **Policy** number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

## Claim conditions Cont.

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### What you must do after making your claim

**We** may ask **You** to provide information and assistance that are relevant to **Your** claim and **You** will be required to cooperate with **Us** and where requested, provide evidence of ownership and/or proof of the loss. For example **We** may request copies of purchase receipts, instruction manuals, guarantee cards, valuations, photographs, utility and/or local authority bills, pre-purchase surveys, plans or deeds to **Your** property.

To assist **Us** in dealing with **Your** claim, **We** may also ask that **You** obtain estimates for the replacement or repair of any damaged property and **We** will pay any reasonable expenses **You** incur in providing **Us** with these as part of **Your** claim.

**You** must allow **Us** access to any **Buildings** that have been damaged and to salvage anything **We** can and ensure no further damage occurs.

If **You** are being held responsible by someone for damage to their property or **Bodily Injury** to them, **You** must provide **Us** with full details as soon as possible and send **Us** any claim form, application notice, legal document or any other correspondence sent to **You**.

### What you must not do:

- dispose of any damaged items, carry out or have carried out any permanent repairs, as **We** may need to see them and/or inspect the damage
- abandon any property to **Us**
- if **You** are being held responsible by someone for injury or damage, **You** must not admit or deny responsibility or make/reach any agreement with them

In dealing with any claim under this **Policy**, **We** may either before or after **We** pay **Your** claim:

- carry out the defence or settlement of any claim and if required choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses
- take any legal action in **Your** name or the name of any other person covered by this **Policy** to recover any money due from a third party or get compensation
- take possession of the property insured and deal with any salvage

### How we settle claims:

- **We** will pay for the cost of reinstating, repairing or replacing **Your Buildings**, and/or **Contents** belonging to **You**, which are covered by this **Policy**. **We** will decide whether to pay to reinstate, repair, replace or pay **You** the cash value.
- if **We** offer to repair or replace any item and **You** ask **Us** to pay **You** the cash value, **We** will not pay **You** more than the amount it would cost **Us** to repair or replace the item through **Our** preferred supplier
- if **We** are unable to provide a suitable replacement, then **We** will pay the full replacement cost of the item with no discount applied
- **We** will not pay more than the sum insured for any claim and the amount **We** will pay may also be dependent upon any limit shown in **Your Policy** and/or **Schedule**
- **We** will not reduce **Your** sums insured following any claim settlement
- if any **Excess** applies the amount applicable will be deducted from **Your** claim
- **We** will not pay for loss of value to any item or **Buildings** resulting from repair or replacement following a claim

## Claim conditions Cont.

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**We** may appoint an approved contractor or supplier to act on **Our** behalf to validate **Your** claim and who will be authorised to arrange a quotation, repair or replacement.

### Buildings:

- **We** will settle claims for loss or damage to the **Buildings** without applying a deduction for wear and tear, subject to the **Buildings** being maintained in a good state of repair. If **Your Buildings** have not been maintained in a good state of repair, **We** may deduct an appropriate amount from any claim settlement, representative of the condition of **Your Buildings** prior to the incident for which **You** are claiming
- **We** will pay the reasonable cost of the work required to reinstate or replace any part of the **Buildings** damaged, for which cover is provided under this **Policy**, including any fees or related costs that have been agreed by **Us**
- if damage to the **Buildings** is not going to be rebuilt or reinstated, then **We** will pay **You** the lowest of the following:
  - the reduction in the value of the property as a result of the damage
  - the estimated cost of repair, if the repairs had been carried out without delay
- **We** may arrange for any relevant investigations to be carried out in connection with **Your** claim

### Contents:

- **We** will settle claims for loss or damage to items which are beyond economic repair on a new for old basis as long as the **Contents** have been maintained in a good state of repair
- for any article that is lost or totally destroyed, **We** will pay **You** the cost to replace the item as new, with one of the same type and quality
- **We** will deduct an amount for wear and tear and depreciation for any claim for clothing, towels, bed or table linen.

## Section 1 - Buildings - (Standard cover)

Your **Schedule** tells **You** if this section is in force.

<i>What <b>Your Policy</b> covers:</i>	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
<b>Your Policy</b> covers loss or damage to the <b>building</b> caused by:	The amount of any <b>Excess</b> as shown in <b>Your Schedule</b> .
1. fire and resultant smoke damage, lightning, explosion or earthquake	smoke damage caused by smog, agricultural or industrial operations
2. aircraft and other flying devices or items dropped from them	
3. <b>Storm</b> , flood or weight of snow	loss or damage: <ul style="list-style-type: none"> <li>a) caused by <b>Subsidence, Heave or Landslip</b> other than as covered under number 10 in Section 1 - Buildings - Standard cover</li> <li>b) to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences</li> <li>c) caused by frost</li> <li>d) caused by rising ground water levels</li> </ul>
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	loss or damage: <ul style="list-style-type: none"> <li>a) caused by <b>Subsidence, Heave or Landslip</b> other than as covered under number 10 in Section 1 - Buildings - Standard cover</li> <li>b) to domestic fixed fuel-oil tanks and swimming pools</li> <li>c) caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on</li> <li>d) failure or lack of grouting or sealant to wash basins, sinks, bidets, showers and baths</li> </ul>
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. theft or attempted theft	loss or damage: <ul style="list-style-type: none"> <li>a) unless there is physical evidence of violent and forcible entry</li> </ul>
7. collision by any vehicle or animal	loss or damage caused by domestic pets
8. malicious acts or vandalism	loss or damage unless such loss or damage is consequent upon violent and forcible entry

## Section 1 - Buildings - (Standard cover) Cont.

Your Schedule tells You if this section is in force.

What <b>Your Policy</b> covers:	What <b>Your Policy</b> does <u>not</u> cover:
9. any person taking part in a riot, violent disorder, strike, labour and political disturbance or civil commotion	
10. <b>Subsidence, Heave or Landslip</b>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) to domestic fixed fuel-oil tanks, ground source heating pumps, wind turbines, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences, unless the <b>Home</b> is damaged at the same time by the same event</li> <li>b) to solid floors unless the foundations beneath the load bearing walls of the <b>Home</b> are damaged at the same time by the same event</li> <li>c) which compensation has been provided for or would have been but for the existence of this insurance under any other contract, legislation or guarantee by law</li> <li>d) caused by coastal or riverbank erosion</li> <li>e) due to normal <b>Settlement</b>, shrinkage or expansion</li> <li>f) whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the <b>Buildings</b></li> </ul>
11. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	loss or damage to the radio and television aerials, or satellite dishes themselves or their fittings and masts
12. falling trees, telegraph poles, solar panels, wind turbines or lamp-posts	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by trees being cut down or cut back within the <b>Home</b></li> <li>b) to gates and fences</li> </ul>

## Section 1 - Buildings - (Additional cover)

Your Schedule tells You if this section is in force.

What <b>Your Policy</b> covers:	What <b>Your Policy</b> does <u>not</u> cover:
<p><b>Your Policy</b> covers loss or damage to the <b>Buildings</b> caused by;</p>	<p>The amount of any <b>Excess</b> as shown in <b>Your Schedule</b>.</p>
<p>A) <b>Accidental Damage</b> to fixtures &amp; fittings</p> <p>We will pay for <b>Accidental Damage</b> to;</p> <ul style="list-style-type: none"> <li>fixed glass and double glazing (including the cost of repairing, removing or replacing frames)</li> <li>solar panels and wind turbines</li> <li><b>Sanitary Ware</b></li> <li>ceramic hobs</li> </ul> <p>all forming part of the <b>Buildings</b></p>	
<p>B) <b>Accidental Damage</b> to underground services</p> <p>We will pay for <b>Accidental Damage</b> to;</p> <ul style="list-style-type: none"> <li>domestic oil pipes</li> <li>underground water supply pipes</li> <li>underground sewers drains and septic tanks</li> <li>underground gas pipes</li> <li>underground cables</li> </ul> <p>which <b>You</b> are legally responsible for</p>	<p>loss or damage:</p> <ul style="list-style-type: none"> <li>a) to septic tank filters unless due to root infiltration</li> <li>b) cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks caused by <b>Subsidence, Heave or Landslip</b></li> <li>c) caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material or by gradual deterioration.</li> </ul>
<p>C) professional fees and expenses</p> <p>expenses <b>You</b> have to pay and which <b>We</b> have agreed for;</p> <ul style="list-style-type: none"> <li>architects, surveyors, consulting engineers and legal fees</li> <li>the cost of removing debris and making safe the <b>Buildings</b></li> <li>costs <b>You</b> have to pay in order to comply with any government or local authority requirements</li> </ul> <p>following loss or damage to <b>Buildings</b> which are covered under Section 1 - Buildings - Standard cover</p>	<ul style="list-style-type: none"> <li>a) any expenses for preparing a claim or an estimate of loss or damage</li> <li>b) any costs if government or local authority requirements have been served on <b>You</b> before the loss or damage</li> </ul>

# Section 1 - Buildings - (Additional cover) Cont.

Your **Schedule** tells **You** if this section is in force.

<i>What <b>Your Policy</b> covers:</i>	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
D)    loss of oil or metered water  loss of oil or increased metered water charges <b>You</b> have to pay following an escape of water or oil, which gives rise to an admitted claim under number 4 or 5 of Section 1 – Buildings – Standard cover	more than £1,000 in any <b>Period of Insurance</b> . If <b>You</b> claim for such loss under Sections 1 and 2, <b>We</b> will not pay more than £1,000 in total
E)    sale of <b>Your Home</b>  anyone buying the <b>Home</b> will have the benefit of Section 1 – Buildings – Standard cover from the date of exchange until the sale is completed or the <b>Period of Insurance</b> ends, whichever is sooner	if the <b>Buildings</b> are insured under any other <b>Policy</b>
F)    trace & access  the cost of tracing the source of the damage covered under number 4 and 5 of Section 1 – Buildings – Standard cover and the replacement or repair of any damage to the <b>Buildings</b> while carrying out the investigations	a)    more than £2,500 in one <b>Period of Insurance</b> b)    the cost of repair of the source of the damage unless it is covered elsewhere within <b>Your Policy</b>
G)    emergency access  loss or damage to the <b>Buildings</b> caused by the emergency services gaining access to the <b>Home</b> in the course of their duty  the <b>Excess</b> does not apply to this cover	more than £2,500 in any <b>Period of Insurance</b>
H)    replacement locks  The cost of replacing and fitting locks on external doors of the <b>Buildings</b> at the <b>Home</b> , or to any safe or alarm installed at the <b>Home</b> , following theft or loss of keys belonging to <b>You</b>	a)    more than £500 per claim b)    more than £2,500 in any <b>Period of Insurance</b> . If <b>You</b> claim under Sections 1 and 2, <b>We</b> will not pay more than £2,500 in total

Section 1 - Buildings - (Additional cover) Cont.

Your Schedule tells You if this section is in force.

What Your Policy covers:	What Your Policy does <u>not</u> cover:
<div><div>I) Damage to landscaped gardens by emergency services</div><div>loss or damage caused to landscaped gardens caused by emergency services in the course of their duty</div></div>	more than £2,500 in any Period of Insurance
<div>J) Removal of nests</div>	more than £1,000 in any Period of Insurance



## Section 2 – Contents – (Standard cover)

Your **Schedule** tells You if this section is in force.

<i>What <b>Your Policy</b> covers:</i>	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
<b>Your Policy</b> covers loss or damage to the <b>Contents</b> caused by:	The amount of any <b>Excess</b> as shown in <b>Your Schedule</b> .
1. fire and resultant smoke damage, lightning, explosion or earthquake	smoke damage caused by smog, agricultural or industrial operations
2. aircraft and other flying devices or items dropped from them	
3. <b>Storm</b> , flood or weight of snow	loss or damage: <ul style="list-style-type: none"> <li>a) caused by <b>Subsidence, Heave</b> or <b>Landslip</b> other than as covered under number 10 of Section 2 – Contents – Standard cover</li> <li>b) caused by rising ground water levels</li> <li>c) caused by frost</li> </ul>
4. escape of water from fixed water tanks, apparatus or pipes	loss or damage: <ul style="list-style-type: none"> <li>a) loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on</li> <li>b) failure or lack of grouting or sealant to wash basins, sinks, bidets, showers and baths</li> </ul>
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. theft or attempted theft	loss or damage: <ul style="list-style-type: none"> <li>a) unless there is physical evidence of violent and forcible entry</li> <li>b) by deception other than deception used to solely enter the <b>Home</b></li> <li>c) more than £2,500 per claim for domestic outbuildings/garages at the Home</li> </ul>
7. collision by any vehicle or animal	loss or damage caused by domestic pets
8. malicious acts or vandalism	loss or damage unless such loss or damage is consequent upon violent and forcible entry

## Section 2 – Contents – (Standard cover) Cont.

Your Schedule tells You if this section is in force.

What Your Policy covers:	What Your Policy does <u>not</u> cover:
9. any person taking part in a riot, violent disorder, strike, labour and political disturbance or civil commotion	
10. <b>Subsidence, Heave or Landslip</b>	loss or damage: a) due to damage arising by movement of solid floors unless the foundations beneath the load bearing walls of the <b>Home</b> are damaged at the same time by the same event b) which compensation has been provided for or would have been but for the existence of this insurance under any other contract, legislation or guarantee by law c) caused by coastal or riverbank erosion d) due to normal <b>Settlement</b> , shrinkage or expansion e) while the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the <b>Buildings</b>
11. falling trees, telegraph poles, solar panels, wind turbines or lamp-posts	loss or damage caused by trees being cut down or cut back within the <b>Home</b>

## Section 2 – Contents – (Additional cover)

Your **Schedule** tells **You** if this section is in force.

<i>What <b>Your Policy</b> covers:</i>	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
<b>Your Policy</b> covers loss or damage to the <b>Contents</b> caused by:	The amount of any <b>Excess</b> as shown in <b>Your Schedule</b> .
<p>A) <b>Accidental Damage</b> to fixtures &amp; fittings</p> <p><b>We</b> will pay for <b>Accidental Damage</b> to;</p> <ul style="list-style-type: none"><li>• fixed glass and double glazing (including the cost of repairing, removing or replacing frames)</li><li>• glass tops and fixed glass in furniture</li><li>• ceramic hobs</li><li>• <b>Sanitary Ware</b></li><li>• mirrors</li></ul>	
<p>B) loss of oil or metered water</p> <p>loss of oil or increased metered water charges <b>You</b> have to pay following an escape of water or oil, which gives rise to an admitted claim under number 4 or 5 of Section 2 – Contents – Standard cover</p>	<p>more than £1,000 in any <b>Period of Insurance</b>. If <b>You</b> claim for such loss under Sections 1 and 2, <b>We</b> will not pay more than £1,000 in total</p>
<p>C) fatal injury</p> <p><b>We</b> will pay:</p> <p>for fatal injury occurring to <b>You</b> at the <b>Home</b>, caused by fire or outward and visible violence by burglars, provided death occurs within 12 months of sustaining such injury.</p> <p>the <b>Excess</b> does not apply to this cover.</p>	<p>a) more than £5,000 per claim for each insured person under the age of 16</p> <p>b) more than £10,000 per claim for each insured person aged 16 or over</p>

### Section 3 - Liability to Domestic Staff

This cover only applies if Section 2 – Contents is operative.

<i>What <b>Your Policy</b> covers:</i>	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
<p>Up to £5,000,000 to indemnify <b>You</b> for any one claim or series of claims arising from any one event <b>You</b> become legally liable to pay (which includes costs and expenses agreed by <b>Us</b> in writing) for accidental death, <b>Bodily Injury</b> or illness occurring within the <b>United Kingdom</b>, to any <b>Domestic Staff</b> employed in connection with the <b>Home</b></p> <p>the <b>Excess</b> does not apply to this cover.</p>	<ul style="list-style-type: none"><li>a) for <b>Bodily Injury</b> (including death) sustained by <b>Your Domestic Staff</b> involving any <b>Motorised Vehicle</b> or <b>Craft</b></li><li>b) for <b>Bodily injury</b> arising directly or indirectly from any communicable disease or condition</li><li>c) for <b>Bodily Injury</b> arising directly or indirectly in connection with <b>Your</b> profession, occupation, business or employment</li><li>d) for <b>Bodily Injury</b> arising directly or indirectly from any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 19997 or any amending legislation</li></ul>

# Section 4 - Property owner’s liability

This cover applies if Section 1 - **Buildings** and/or Section 2 - **Contents** is operative

<i>What <b>Your Policy</b> covers:</i>	<i>What <b>Your Policy</b> does <u>not</u> cover:</i>
<p><b>We</b> will indemnify <b>You</b> as owner (not occupier) of the <b>Home</b> for any amount up to £2,000,000 that <b>You</b> become legally liable to pay as damages in respect of accidental:</p> <ul style="list-style-type: none"><li>• <b>Bodily Injury</b>, death or disease</li><li>• damage to property</li></ul> <p>occurring at the <b>Home</b> during the <b>Period of Insurance</b>.</p> <p><b>We</b> will also indemnify <b>You</b> for any amount up to £2,000,000 that <b>You</b> become legally liable to pay under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>Home</b> previously owned and occupied by <b>You</b>.</p> <p>the <b>Excess</b> does not apply to this cover.</p>	<p><b>Your</b> legal liability to pay compensation or costs arising directly or indirectly from:</p> <ul style="list-style-type: none"><li>a) any communicable disease or virus</li><li>b) any business, trade, profession or employment of <b>You</b></li><li>c) death, <b>Bodily Injury</b> or damage caused by lifts (other than stair lifts), hoists or <b>Motorised Vehicles or Craft</b></li><li>d) the cost of repairing any fault or alleged fault</li><li>e) <b>Your</b> occupation of any land or building</li><li>f) <b>Bodily Injury</b>, death or disease to <b>You</b> or <b>Your Domestic Staff</b></li><li>g) damage to property belonging to <b>You</b> or <b>Your Domestic Staff</b>, or in their control or custody</li><li>h) <b>You</b> as the occupier of the Home</li><li>i) arising out of any criminal or violent act to another person or property</li><li>j) arising from the Party Wall ect Act 1996 or any amending legislation</li><li>k) in respect of any kind of pollution and/or contamination other than;<ul style="list-style-type: none"><li>- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment at the premises during the <b>Period of Insurance</b>; and</li><li>- is reported to <b>Us</b> no later than 30 days from the end of the <b>Period of Insurance</b></li></ul></li><li>l) if <b>You</b> are entitled to indemnity under any other insurance until such insurance(s) is/are exhausted</li></ul>

## Making a complaint

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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 **Us** using the details below and **We** will try to resolve **Your** complaint within three working days:

**Contact details:**

Prestige Underwriting Services Ltd  
4th Floor  
Lanyon Building,  
North Derby Street,  
Belfast,  
BT15 3HL

**Phone:** 08000 327327

**Email:** [complaints@prestigeunderwriting.co.uk](mailto:complaints@prestigeunderwriting.co.uk)

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:

Head of International Compliance,  
Tokio Marine HCC International,  
1 Aldgate,  
London  
EC3N 1RE  
**Phone:** +44(0)20 7702 4700  
**Email:** [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)

**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).

## Making a complaint Cont.

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### 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

**Phone:** +44(0)800 023 4567 (calls to this number are free from “fixed lines” in the UK) or +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](mailto:complaint.info@financial-ombudsman.org.uk).

**You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://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>.

# Privacy Notice

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## Our details

Prestige Underwriting Services Limited is the Data Controller for any personal information you supply to us. If you would like to speak to us about how we use your information you can contact us on 08000 327327 or contact us by writing to the Data Protection Officer, Prestige Underwriting Services Limited, 10 Governors Place, Carrickfergus, BT38 7BN.

## How we will use your information

Your personal information may be used by Prestige Underwriting Services Limited for the following purposes that are necessary for the performance and management of your contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- to make a decision whether we choose to accept or decline the proposed risk;
- to calculate your premium and policy terms;
- to service your policy;
- to maintain our records;
- to confirm your identity and to prevent fraud;
- to investigate and resolve any complaints;
- to deal with any claims you should submit under your policy;
- to verify the information you provide;
- to undertake internal quality monitoring and external audits;
- to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
- we may supply information to law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.

## The information we receive

We may obtain personal information from you directly or from someone you have authorised to supply personal information on your behalf, such as your broker. This information is necessary for the performance and management of your contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- your name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to your broker when completing an application for any policy, including (as necessary) any sensitive information (e.g. information about your health and/or previous convictions);
- details of all policies held with us including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with us;
- your payment history relating to policies held with us.

If you are unable to supply the required information we may be unable to offer you insurance or continue with cover.

We may also obtain information from third parties such as credit reference agencies, CUE – Claims and Underwriting Exchange Register, the police and other insurers (e.g. to confirm your personal data and verify claims information).

We retain information in line with provisions issued by our regulatory body the Financial Conduct Authority in order to manage your policy, deal with complaints and manage claims. We will only retain your personal data for as long as we are required by law.



## Privacy Notice Cont.

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### Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to us with your policy information, you must also obtain their consent to share their information. You must ensure all information provided to us is correct and to the best of your knowledge.

### Fraud prevention and detection

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

As a condition of your policy, it is important that you report all incidents which may or may not give rise to a claim to us.

In order to prevent and detect fraud we may (at any time) share information about you with other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases. If you give us false or inaccurate information and/or we suspect fraud, we will record this. We can provide any details required by us under a court order.

We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

Any information shared by us can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

### Credit searches

If you consent to a credit search it will be soft search which is only visible to you (if you request a copy of your credit file at the credit reference agencies) and is not visible to other organisations. This type of credit reference check will not affect your credit file. The search will be visible on your credit report but it won't affect your credit rating as it's not an application for credit. The credit references agencies may add the details of our searches and information to their records relating to you.

If you require further information on credit searches, please follow the ICO link on credit reference checks: <https://ico.org.uk/media/for-the-public/documents/1282/credit-explained-dp-guidance.pdf>

### Call recording

Telephone calls with us may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or your insurer as shown on your schedule if they request a call recording in order to investigate a claim, complaint or suspected fraud which we have made them aware of.

### Transfer to 3rd parties and outside the UK/EU

In order to deliver our services to you, we may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and we ensure that appropriate data protection and information security assurances are provided.

## Privacy Notice Cont.

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We may also share your information with an authorised third party supplier appointed by us during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with your claim or provide repair/replacement services. We will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the UK.

### **Your rights**

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one calendar month of us receiving a valid request.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

You have the right to withdraw your consent for your information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If you wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services Limited, 10 Governors Place, Carrickfergus, BT38 7BN or call us on 08000 327327 for more information.

### **The Information Commissioner**

You can find more details about data protection from the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk). You can also contact the Information Commissioner if you believe we have not complied with our obligations.





**PRESTIGE**  
UNDERWRITING SERVICES LTD

PARTNERSHIP IS THE BEST POLICY

**CLAIMS INFORMATION:**

To make a claim you can contact our partner Gallagher Bassett Technical by calling the relevant claim reporting line. Please note, Claims can be reported 24/7, 365 days a year.

Monday to Friday (8.15am-5pm, excluding Bank Holidays)  
Call the Claim Reporting Line - 01443 229513

Outside of the above business hours  
Call the Out of Hours Claim Reporting Line - 01724 761378

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