

Shepherds / Beach Hut

Welcome to Your Shepherds / Beach Hut Insurance Policy

This **policy** is a contract of insurance between **you** and **us**, and is made up of this booklet and **your schedule**. It is based on the statements and information **you** gave **your** insurance broker or the information that was given on **your** behalf when **you** applied for the insurance.

We used that information to assess the cover **we** would provide for **you** and to set the premium and **policy** conditions required for that cover.

A copy of **your** questions and answers is available from the agent who sold **you** the **policy** or available upon request from **your** insurance broker. **You** must check this information carefully and let **your** insurance broker know immediately if any part of the information **you** gave them is incorrect or has changed.

Important

You should read this **policy**, **your** Statement of Fact and **your schedule** together. Words with specific meanings are defined on Page 4 of the **policy**.

If any of the information on which this contract is based changes, **your** insurance broker may need to alter the **schedule**. Under the **policy** conditions, **you** must tell **your** insurance broker about any changes. **Your** insurance broker will update the contract every time they agree to an alteration. **Your insurance** broker will give **you** a new **schedule** each time they renew the contract or make an alteration.

We agree to insure **you** under the terms and conditions set out in this **policy** and the sections shown in the **schedule** for loss, damage, injury or liability that happens during the **period of insurance**. **Your schedule** advises which sections of this **policy** apply. There are also some general exclusions on pages 14 - 15 that apply to the entire contract of insurance.

This **policy** is subject to **you** paying the requested premium and complying with the conditions of the **policy** herein.

Your Insurers

This Insurance is arranged by Adrian Flux Insurance Services Group & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Adrian Flux Insurance Services Group is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all questions **your** broker may ask as part of **your** application for cover under the **policy**;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **your** broker of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **your** insurance broker ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your broker** is inaccurate or has changed, **you** must inform **your broker** as soon as possible.

CUE - Household policies

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register.

We may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance **policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

Governing Law

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

For and behalf of UK General



Karen Beales

Managing Director

Contents

Definitions	4
Section 1 - Buildings	6
Section 2 – Contents.....	9
Section 3 – Liability.....	11
Making a Claim	12
Claims Conditions	12
General Conditions	13
General Exclusions.....	14
Making a complaint	15

Definitions

Accidental Damage	Sudden, unexpected and unintentional damage, occurring at a specific time and caused by external means.
Buildings	The main structure of the beach or shepherd hut including attached steps and railings if applicable. Unless agreed otherwise and stated on your schedule , the buildings must be of standard construction .
Contents	Household furniture, goods and belongings owned by you or the legal responsibility of you or a member of your family when in your hut. Contents excludes personal possessions, personal effects, valuables and pedal cycles .
Endorsement(s)	A specific term, condition or variation to the policy .
Heave	Upward or sideways movement of the ground beneath the buildings as a result of the soil expanding.
In Use	When you, your family , friends or permitted users are using the beach or shepherd hut for leisure purposes.
Landslip	Downward movement of sloping ground.
Period of insurance	The period shown on your schedule .
Pedal Cycles	Any bicycle, including electrically powered models, and its accessories.
Personal Effects	Clothing or other items normally carried on or about You , excluding valuables , money, household goods, pedal cycles , sports equipment, items relating to business and camping equipment.
Personal Possessions	Jewellery, watches, valuables , money, household goods, sports equipment excluding pedal cycles , items relating to business
Policy	The policy incorporates the policy booklet, covers, terms, conditions and endorsements of your insurance contract with us .
Schedule	The document showing details of the insured , property covered, sum insured , cover and period of insurance
Settlement	Downward movement as a result of the soil being compressed by the weight of the Buildings within ten years of construction
Standard Construction	Built of wood or metal, with a wood or metal roof
Subsidence	Downward movement of the ground beneath the buildings other than by settlement
Sum Insured	The amount shown in your schedule for each section and this is the maximum we will pay for claims arising from any single event

Unattended	Any time the occupier/s (you, your family , friends or permitted user) are more than 2 meters from the buildings .
Uninsurable Risks	Wear and tear, depreciation, fungus, wet or dry rot, vermin or insect damage, mechanical or electrical fault, rusting or corrosion, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
Valuables	Articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art and home computer equipment.
Watercraft	Watercraft not more than 15 years old and up to 3.65 (12ft) in length
We/Us/Our	UK General Insurance Limited on behalf of Great Lakes Insurance SE.
You/your/insured	The person or persons named as policyholders in the schedule
Your family	All members of your family and domestic partners permanently residing with you

Section 1 - Buildings

What is insured	What is not insured
Loss of or damage to the Buildings by the following causes:	<ul style="list-style-type: none"> • Wet or Dry rot • Loss or damage due to any gradually operating clause
1. Fire, Lightning, Explosion, Earthquake, Smoke	Loss or damage caused by smog, agricultural or industrial operations or any gradual process
2. Storm, Flood or Inundation by the sea	Loss or damage caused by frost, wet / dry rot
3. Riot, Civil Commotion, Strike, Labour disturbances, Malicious Acts	<ul style="list-style-type: none"> • Loss of damage caused by you, your family or anyone using the building with your permission
4. Escape of water from a fixed water or heating installation or plumbed domestic appliance	<ul style="list-style-type: none"> • Damage to the installation or appliance from which the water escapes • Escape of water from, and frost damage to any fixed water or heating installation between 1st October and 30th April, annually, unless the mains services are switched off and all pipes and water tanks are completely drained
5. Theft or attempted theft	<ul style="list-style-type: none"> • Loss or damage occurring when the building is not in use unless following forcible and violent entry • Loss or damage caused by any person using the building with your permission
6. Subsidence or heave of the site beneath the buildings or landslip	<ul style="list-style-type: none"> • Damage caused by coastal or river erosion • Damage which originated prior to inception of this policy • Damage resulting from the demolition, construction, structural alteration or repair to the buildings • Damage resulting from faulty workmanship or the use of defective or inadequate materials • Damage to the steps, railings or solid floor slabs unless the main structure of the building is damaged at the same time
7. Impact by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	Damage caused by domestic animals or pets, or insects or vermin.
8. Falling trees or branches	The cost of removal of the tree or branch unless damage has been caused to the buildings by its fall

Extensions to Section 1 - Buildings

What is insured	What is not insured
<p>9. Loss of rent and licence fee – we will pay the amount of rent which ceases to be payable and/or licence fee payable if the building cannot be used as a result of loss or damage by causes listed in 1 – 8, section 1</p>	<ul style="list-style-type: none"> • Any payment in excess of 20% of the building sum insured for any one claim • Any event occurring prior to the inception of this policy • Any loss of income where no valid claim has been accepted by us • Any sum saved where charges and expenses payable out of income cease or reduce to apply as a result of the damage • If you cannot provide a complete record of all appropriate names and addresses of intended periods of hire, charges paid or chargeable and identification of which shepherd hut is in question is required if more than one is insured • If your business is discontinued permanently, or if a liquidator or receiver is appointed
<p>10. Underground pipes and cables – accidental damage to underground services supplying the building</p>	<p>Damage which you are not legally responsible to repair</p>
<p>11. Water and heating installations – damage to any fixed domestic water or heating installation caused by freezing</p>	<p>Damage resulting from rusting corrosion or general wear and tear</p>
<p>12. Tracing and accessing leaks – we will pay the reasonable cost of removing and then repairing, replacing or reinstating any part of the building when this is necessary to find the source of a water leak from any fixed water appliance pipe or tank that is causing damage to the building</p>	<p>Any amount in excess of £5,000 for any one claim</p>
<p>13. Removal of debris and building fees - If there has been damage which is covered under Section 1 buildings we will pay for architects, surveyors, consulting engineers, legal and other fees which you have to pay to reinstate the building. We will also pay for the cost of removing the debris</p>	<p>Any expenses for preparing a claim or an estimate of loss or damage</p>

<p>14. Local authority requirements If there has been damage which is covered under Section 1- buildings, We will pay the additional costs of repair or reinstatement where they are incurred solely to comply with any government or local government requirement</p>	<p>Any payment where the requirement has been advised to you prior to loss or damage occurring</p>
<p>15. Accidental damage to the buildings</p>	<ul style="list-style-type: none"> • Damage caused by faulty workmanship, defective design or the use of defective materials • Wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin • Damage caused by domestic pets • Movement of the land belonging to buildings, demolition or structural alteration or repair • Any destruction or damage otherwise shown as not insured under Section 1 of this policy • Market depreciation, the cost of maintenance and redecoration • The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse • Whilst the building is rented out

Conditions applying to Section 1 – buildings

Index-linking Clause

If **you** have provided **your** broker with the **sum insured** in Section 1, these may be adjusted each month in accordance with the House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **you** will be requested to provide or confirm the **sum insured** which will be used as the basis to calculate the premium required. The **sum insured** will be shown on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to the **buildings**, **we** will pay the full cost of reinstatement, as long as the **buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **policy**, **our** liability will not exceed the **sum insured** for the **property**, as shown in the **schedule**. It is **your** responsibility to ensure that, at all times the **buildings sum insured** reflects the total cost of reinstatement and associated fees.

If the **sum insured** isn't enough to cover the cost to rebuild **your buildings**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to rebuild **your buildings**, **we** will pay no more than 75% of **your** claim.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **buildings** which form(s) part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 2 – Contents

(This section is included if shown on **your schedule**)

The value of the contents must not exceed the **contents sum insured** shown on **your schedule**. We will not pay more in total than the **sum insured** shown on **your schedule** for any one claim.

What is insured	What is not insured
1. Loss of or damage to contents by the following causes:	<ul style="list-style-type: none"> Loss of damage due to any gradually operating cause Any payment in excess of 50% of the contents sum insured, for clothing, watercraft and equipment, and for any single article.
2. Fire, Lightning, Explosion, Earthquake, Smoke	Loss or damage caused by smog, agricultural or industrial operations or any gradual process
3. Storm, Flood or Inundation by the sea	Loss or damage caused by frost, wet or dry rot
4. Riot, Civil Commotion, Strike, Labour disturbances, Malicious Acts	Loss or damage caused by you, your family or any permitted user
5. Escape of water from a fixed water or heating installation or plumbed domestic appliance	<ul style="list-style-type: none"> Loss or damage to the installation or appliance from which the water escapes Escape of water from and frost damage to any fixed water or heating installation between 1st October and 30th April, annually, unless the mains services are switched off and all pipes and water tanks are completely drained
6. Theft or attempted theft	<ul style="list-style-type: none"> Loss or damage occurring when the building is not in use, or unattended unless following forcible and violent entry Loss or damage caused by any person using the building with your permission
7. Subsidence or heave of the site beneath the buildings or landslip	
8. Impact by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	Damage caused by domestic animals, pets, insects or vermin
9. Falling trees or branches	Loss or damage by trees being cut down or cut back

Extensions to Section 2 – Contents

<p>Accidental damage to contents when in the building (your schedule will state if this section is included in your policy)</p>	<ul style="list-style-type: none"> • Personal effects, money, clothing (including furs), credit cards, and contact or corneal lenses where more specifically insured elsewhere • Loss or damage arising from dyeing, cleaning, repair, restoration or alteration, atmospheric or climatic conditions, gradually operating causes or normal deterioration, rot, fungus or mildew, insects or vermin, denting, scratching, wear and tear or depreciation, change of colour, flavour, texture or taste • Loss or damage by domestic pets, insects or vermin • Loss or damage caused by electrical or mechanical breakdown, fault or misuse • Confiscation or detention • Loss or damage caused by malicious acts by you, your family or permitted user(s). • Loss or damage caused by faulty workmanship, defective design or materials or lack of maintenance • Articles left out in the open whilst unattended
<p>Guests personal belongings up to £1,000 for perils covered in sections 1 – 8 of this part of your policy</p>	<ul style="list-style-type: none"> • Any amount exceeding £1,000 for any one claim • Deliberate or malicious acts by you, your family or permitted user(s) • Items that are more specifically insured elsewhere • Theft not reported to Police within 24 hours

CONDITIONS THAT APPLY TO SECTION 2 – CONTENTS

Index-linking Clause

If **you** have provided **your** broker with the **sum insured** in Section 2, these may be adjusted each month in accordance with the Consumer Durables section of the Retail Price Index, or another appropriate index. No additional premium will be charged for each monthly increase.

At each renewal **you** will be requested to provide or confirm the **sum insured** which will be used as the basis to calculate the premium required. The **sum insured** will be shown on the renewal **schedule**.

Basis of Claims Settlement

In the event of loss or damage to **your contents**, **we** will replace these as new, provided that the **sum insured** is at least equal to the cost of replacing all the **contents**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item(s) as new, or pay the cost of repairing the item(s).

In respect of any claim made under this **policy**, **our** liability will not exceed the **sum insured** for **your contents**, as shown in the **schedule**.

It is **your** responsibility to ensure that, at all times the **contents sum insured** reflects the total cost of replacement as new.

If the **sum insured** isn't enough to cover the cost to replace **your contents** as new, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have

been if the **sum insured** was enough to replace **your contents** as new, **we** will pay no more than 75% of **your** claim.

We will not pay for the cost of replacing or repairing any undamaged item(s) of **your contents** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 3 – Liability

We will indemnify **you** against any amount which **you** (or any person using the **building** with **your** permission) become legally liable as occupier and owner of the **building** described in the **schedule** in respect of:

What is insured	What is not insured
<p>Accidental bodily injury (including death or illness)</p> <p>Accidental damage to property not belonging to you or in the care of you or any member of your family or employee</p> <p>We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing</p>	<ul style="list-style-type: none"> • Any payment in excess of £5,000,000 from any one event • Liability in respect of bodily injury to any member of your family or any person who at the time of sustaining such injury is employed by you • Liability in respect of any trade, profession, occupation, business or employment other than the business of letting the building • Liability in respect of any contract which you have entered into unless legal liability would have attached anyway • Liability in respect of the ownership, possession or operation of: any vehicles or craft; or use of any land or building not forming part of the building • Liability arising directly or indirectly from any communicable disease or condition • Liability in respect of any deliberate or malicious act by you or any person using the building with your permission • Liability arising out of ownership of any contents not kept in the building • Liability in respect of any animal
<p>Data Protection Act 1998</p> <p>Subject to you being registered in accordance to the Act or having applied for such registration which has not been declined or withdrawn and have taken all reasonable steps to comply with the Act. We will indemnify you against liability for damages or compensation under the provisions of Section 13 of the Act.</p>	<ul style="list-style-type: none"> • Deliberate or malicious acts by you, your family, permitted user(s), director, partner or employee • The processing of sensitive data or that used for reward • The cost of replacing, rectifying or reinstating data • The cost of erasing or destroying data

Making a Claim

If **you** wish to make a claim please contact:

Cunnigham Lindsey

Tel: 03456049791

Email: ukgenclaims@cl-uk.com

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Claims Conditions

If **you** need to make a claim under this **policy**, **you** must do the following:

- a) Provide **us** with full details of **your** claim as soon as possible after the event and always within 30 days. In the first instance, please contact **our** claims management service;
- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number
Take all steps necessary to reduce further loss, damage or injury
Provide **us** with all information and evidence, including written estimates and proof of ownership and value that **we** may request
- c) Do not, under any circumstances effect full repairs without **our** prior written consent
- d) Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without **our** permission in writing

On receipt of a notification of a claim, we may do the following:

- a) Enter any **building** following loss or damage
- b) Negotiate, defend or settle any claim made against **you**
- c) Prosecute in **your** name for **our** benefit, any other person in respect of any claim **we** may have to pay
- d) Appoint a loss adjuster to handle the claim on **our** behalf
- e) Arrange to repair the damage to the **building** and/or any other property or item and handle any salvage appropriately.

Fraudulent / False Claims

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

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

General Conditions

Consumer Insurance (Disclosure and Representation) Act 2012

You have a duty to take reasonable care under the provisions of the Consumer Insurance (Disclosure and Representations) Act to:

- a) supply accurate and complete answers to all the questions **your** broker may ask as part of **your** application for cover under the **policy**;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **your** agent of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your broker** is inaccurate or has changed, **you** must inform **your broker** as soon as possible.

Claims Underwriting Exchange

We may use **your** personal information to prevent crime. In order to prevent crime **we** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance **policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

Duty of Care

You must take actions to prevent loss or damage to **Your building** and **contents**, and ensure that **your building** is maintained in a good state of repair. All protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

It is important that **you** keep **your broker** advised of any change in **your** circumstances immediately. **Your policy** has been based on the information **you** have given **your** broker in the proposal and **you** must advise **your** broker immediately of changes such as:

- **you** or any member of **your family** being convicted of any criminal offence
- **you** or any member of **your family** being declared bankrupt, or served with a county court judgement
- if the **building** and or **contents sum insured** is not adequate

Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your** broker within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **your** broker will then refund **your** premium in full.

If **you** wish to cancel **your policy** after 14 days, **you** will be entitled to a pro rata return of premium on the condition that no claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- where **we** reasonably suspect fraud
- non-payment of premium
- threatening and abusive behaviour
- non-compliance with **policy** terms and conditions
- **you** have not taken reasonable care to provide complete and accurate answers to the questions **your broker** asks.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** broker with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **you** originally took it out.

If **we** cancel the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or misrepresentation **we** are entitled to keep the premium under the consumer insurance (disclosure and representations) act 2012.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with us, as well as other insurers, in the future.

Contracts (Rights of Third Parties Act) 1999

No person, company or entity who is not party to this **policy** shall have any rights to enforce any terms or conditions of this **policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

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

Security

We will not pay for loss or damage arising when the **building** is not **in use** following theft or attempted theft, malicious acts or vandalism, unless all security precautions are out into full and affective operation.

General Exclusions

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

a) **Radioactive Contamination**

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- b) **War and Civil War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- c) **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- d) **Deliberate Act**
Loss or damage caused intentionally by **you**, or anyone working on **your** behalf.
- e) **Existing Damage**
Loss or damage occurring prior to the commencement of **your** insurance **policy**.
- f) **Sonic Pressure**
Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
- g) **Consequential Loss**
Consequential loss as a result of any claim under this **policy**.
- h) **Uninsurable Risks**
Loss or damage as a result of **uninsurable risks**.
- i) **Motor Vehicles**
Loss or damage caused to any motor **Vehicle** (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.
- j) **Domestic Pets**
Loss or damage caused by domestic pets.
- k) **Defective construction or design**
We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Making a complaint

If **you** wish to make a claim, firstly please check **your** insurance **schedule** against this **policy** wording to see whether **you** are covered and refer to **your** duties listed below. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear – it is not a maintenance contract.

SALE OF THE POLICY

Please contact **your** broker who arranged the insurance on **your** behalf.

If **your** complaint about the sale of **your policy** cannot be resolved by the end of the third working day, **your** broker will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

Cunningham Lindsey,
Claims Solutions,
Oakleigh House,
14-16 Park Place,
Cardiff CF10 3DQ
Telephone: 0345 604 9791

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, Cunningham Lindsey will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06574A.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area (EEA). All countries in the EEA, which includes the UK, have similar standards of legal protection for **your** personal information. If **we** share **your** information outside the EEA **we** will require **your** personal information to be protected to at least UK standards.