



**中国太平**  
CHINA TAIPING



# Policy

Home

**中國太平保險(英國)有限公司**  
CHINA TAIPING INSURANCE (UK) CO LTD

**Members of the Association of British Insurers**  
**Authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority & the Prudential Regulation Authority**

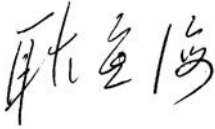
2 Finch Lane, London EC3V 3NA. Tel: 020-7839 1888 Fax: 020-7621 1202  
Registered in England & Wales No. 1766035

**04/2018**

## HOME POLICY

China Taiping Insurance (UK) Co Ltd (The Company) will in the event of injury, loss or damage happening during the period of insurance provide insurance as described in the following pages for those Sections indicated in the Schedule as operative and in accordance with the proposal and declaration made by the Insured which shall be the basis of this Contract

For and on behalf of  
China Taiping Insurance (UK) Co Ltd.  
Authorised Insurer



Chief Executive

## CUSTOMER COMPLAINTS

We make every effort to deliver a high quality service to our policyholders. If you have a complaint about our service, or about a claim, we operate a swift and effective complaints handling procedure.

- 1 Your complaint can be made orally or in writing, and on your behalf by a third party.
- 2 If you wish to make a complaint you should contact:  
The Compliance Officer,  
China Taiping Insurance (UK) Company Limited,  
2 Finch Lane,  
London EC3V 3NA.  
Tele: 0207 839 1888 or Fax 0207 621 1202  
E-mail : [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)
- 3 Our Compliance Officer will acknowledge the complaint. We aim to resolve your concerns in three working days but if we are unable to do so we will confirm to you that we have received your complaint within five working days and advise you of the person who will be dealing with the complaint, and when you can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
- 4 If your complaint should be more appropriately dealt with by another firm, we will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. We will make this referral to the other firm in writing and advise you by way of a final response that the referral has been made and include the other firm's contact details.

5. Your complaint will be thoroughly investigated and we will respond to it as soon as possible. Within eight weeks we will provide a final response to your complaint in writing or, if it is not possible to respond within that time, we will inform you in writing within twenty business days, why we have been unable to resolve the complaint within that time, why we need more time to do so and when you can expect to receive our final response.

6. If we have not completed our investigation, within eight weeks after the complaint was made, we will write to you and explain why there is a further delay. We will also confirm when we expect to issue our final response and advise you that you may be eligible to refer the complaint to the Financial Ombudsman Service, if you are dissatisfied with the delay. Their address is:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London, E14 9SR

Tel: 0800 023 4 567 from Landlines or 0300 123 9 123 from Mobile phones

(If you are calling from outside of United Kingdom: 0044 20 7964 0500)

Fax: 020 7964 1001

e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

7. Where you are eligible to refer your complaint to the Financial Ombudsman Service you have this right to do so Free of Charge, but you must do so within six months of the date of our Final Response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

8. The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&Ing=EN> to access, the Online Dispute Resolution Service.

Please quote our e-mail address: [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com)

## THE LAW APPLICABLE TO THIS CONTRACT

The parties to this contract have the right to choose the law that should apply. China Taiping Insurance (UK) Co Ltd., propose to apply English Law and in the absence of any written agreement to the contrary, English Law will apply

## DEFINITIONS

In this Policy and attaching Schedule a word has the same meaning wherever it is used.

For example:

1. **You/Your/the Insured** - means the person named as the Policyholder in the Schedule and each member of the Policyholder's family normally residing in the Building.
2. **CTI/We/the Company** - means China Taiping Insurance (UK) Co Ltd

Other words are explained elsewhere in the policy or schedule. The policy is designed to help You understand the extent of cover provided. You will find on many of the pages these headings:

**‘What is covered’** These Sections give detailed information on the insurance /provided.

**‘What is not covered’** These Sections draw your attention to what is not included in the scope of your policy. To help You further We have included some explanatory notes in your policy.

### **Claims Settlement**

CTI will at its option pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property. The sum insured will not be reduced by any claim.

### **Matching Sets and Suites**

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings is regarded as a single item.

We will pay You for individual damaged items but not for undamaged companion pieces.

**Deduction for Wear and Tear** Provided that:

1. the sum insured represents the full value of the property, and
2. You have maintained the property in good repair, then
  - (a) for the Building: if repair or reinstatement is carried out there will be no deduction
  - (b) for Contents: (other than for clothes and household linen) there will be no deduction.

If (1) and (2) are not complied with there will be a deduction for wear and tear.

There will also be a deduction for wear and tear of clothes and household linen.

### **Other Insurance Policies**

If any injury, loss or damage is covered by any other insurance CTI will not pay more than its rateable proportion.

### **Inflation Protection**

To help protect You against the effect of inflation every sum insured and monetary limit under Sections 1 and 2 will be increased at the end of each month by the percentage increases in the following indices:

Section 1 - Building: the House Rebuilding Cost Index published by the Royal Institute of Chartered Surveyors.

Section 2 - Contents: the Consumer Durables Section of the Retail Price Index compiled by the Department of Employment.

If an index becomes unavailable CTI will use a suitable alternative index.

If an index should fall the sums insured and monetary limits will be maintained.

There is no charge for this inflation protection at the time of the monthly increase but at the next renewal of Your policy the premium will be based on the increased sums insured.

Although You have the benefit of inflation protection please do not rely on this alone to keep Your sums insured at the correct level.

Your own Building or Contents may be growing in value faster than inflation as a result of alterations or acquisitions.

It is Your responsibility to insure for the correct sum.

**Terrorism** - For the purposes of this Policy Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influence of any government de jure or de facto by force or violence

## **YOUR RESPONSIBILITIES**

You are responsible for the following in order to have full protection of your policy.

If you do not comply with them CTI may at its option cancel the policy or refuse to deal with your claim.

### **1. Adequate Sum Insured**

You must at all times keep the sums insured at a level which represents the full value of property insured.

Full value means:

- (a) for the Building - the estimated cost of rebuilding if the Building were completely destroyed which is not necessarily the market value
- (b) for contents - (other than clothes and household linen) the current cost as new
- (c) for clothes and household linen - the current cost as new less an appropriate allowance for wear and tear.

## **2. Changes in Your Circumstances**

Please notify CTI as soon as possible in writing of any change which may affect this insurance and in particular any change of address.

You must also notify CTI at renewal of the policy if You have been declared bankrupt or have been convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.

## **3. Taking Care of Your Property**

- (a) You must take all reasonable steps to prevent any injury, loss or damage
- (b) You must maintain all the property insured in good repair
- (c) You must maintain all existing security protections and put them into operation whenever the home is unattended by the Insured and authorised persons

## **4. Claims - If any Injury, Loss or Damage Occurs**

- (a) You must as soon as you reasonably can
  - (i) tell CTI
  - (ii) inform the police if property is lost or theft or malicious damage is suspected
  - (iii) take all reasonable steps to recover missing property, in addition you must also
  - (iv) send written details of Your claim to CTI within 60 days
  - (v) supply at Your own expense all reports, certificates, plans, specifications, information and assistance that CTI may require.

- (b) You must send to CTI immediately upon receipt any letter of claim or claims form and as soon as reasonably possible send any other letter or document intimating that a claim may be made against you by a third party

You must not

- (i) admit or deny any claim made by someone else against You or make any agreement with them. CTI has the right to negotiate, settle or defend any such claim in Your name and on your behalf
- (ii) abandon any property to CTI.

You should refer to 'Making A Claim' Section for details of making claim

# **SECTION 1 - BUILDINGS**

If applicable - indicated in the Schedule

The Building means the private residence shown in the Schedule and the following if they form part of the property:-

garages and outbuildings, gates hedges and fences, landlords fixtures and fittings paths and drives, boundary and garden walls, patios and swimming pools

CTI will not pay more in total than the Building sum insured for any one claim under Insured Perils 1 - 11 and Extension 16. We will pay in addition any amounts due under Additional covers 12 -15.

## What is Covered

Your policy covers loss or damage to the Building caused by the following Insured Perils.

Insured Perils:

1. (a) Fire, explosion, lightning, earthquake  
(b) Smoke
2. Storm or flood.
3. Riot, civil, commotion, strikes, labour and political disturbances.
4. Malicious person.
5. Subsidence or ground heave of the site on which the Building stands or landslip.
6. Escape of water from or frost damage to
  - (a) a fixed
    - (i) water installation
    - (ii) drainage installation
    - (iii) heating installation
  - (b) a washing machine, dishwasher or water bed.

## What is Not Covered

We do not pay the first £50 of each loss (increased to £1,000 for Insured Peril 5) and We will not pay for the following

1. (b) Any gradually operating cause
2. Loss or damage
  - (a) by frost,
  - (b) to gates, hedges and fences.
4. (a) Loss or damage while the Building for 30 consecutive days or more has not been sufficiently furnished to allow You to occupy it normally.  
(b) Loss or Damage caused by you or your paying guests or tenants
5. (a) The first £1000 of each occurrence of loss or damage for each residence  
(b) loss or damage to boundary and garden walls, gates, hedges and fences, paths and drives, patios, swimming pools but these items will be covered if there has at the same time been damaged by this insured peril to the residence or its garages or outbuilding  
(c) loss or damage by normal settlement shrinkage or expansion  
(d) loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the Building are damaged at the same time.  
(e) Loss or damage due to coastal erosion.
6. Loss or damage
  - (a) by subsidence, ground heave or landslip
  - (b) while the Building for 30 consecutive days or more has not been sufficiently furnished to allow You to occupy it normally.

## What is Covered

7. Theft or attempted theft.
8. Collision by aircraft or aerial devices, vehicles, or anything dropped from them or animals.
9. Breakage or collapse of radio or television aerials. (Including satellite dishes) Fittings and masts
10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.
11. Falling trees or branches.

## What is Not Covered

7. Loss or damage while the Building for 30 consecutive days or more has not been sufficiently furnished to allow You to occupy it normally
11. (a) Damage to gates, hedges and fences  
(b) the cost of removal if the fallen tree or branch has not caused damage to the Building which is covered by this Insured Peril.

## ADDITIONAL COVERS APPLICABLE TO THE SECTION

12. **Debris Removal and Building Fees**  
If there has been damage which is covered under Section 1  
We will pay for the following
  - (a) the cost of removal of debris
  - (b) architects', surveyors', consulting engineers', legal and other fees which You have to pay to reinstate the Building but not for preparing any claim
  - (c) the additional cost of reinstating the Building that You have to pay to comply with statutory Building Regulations or Municipal or Local Authority Bye-Laws.We will not pay more than 10% of the Building sum insured for any one claim
13. **Underground Pipes and Cables**  
Accidental damage to underground  
water pipes  
sewage pipes and drains  
electricity cables  
gas pipes  
fuel oil pipes  
telephone cables  
which extend from the Building to the public mains.



## What is Covered

14. **Glass and Sanitaryware**  
Accidental breakage of
- (a) fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandahs
  - (b) fixed sanitaryware and bathroom fittings.
15. **Loss of Rent and Alternative Accommodation**  
We will pay for the amount of rent You lose while the Building cannot be lived in because of loss or damage covered under Section 1.
- We will pay for the cost of comparable alternative accommodation if you are the occupier
- We will not pay more than 20% of the building sum insured for any one claim

## What is Not Covered

14. Loss or damage while the Building for 30 consecutive days or more has not been sufficiently furnished to allow You to occupy it normally.

## ACCIDENTAL DAMAGE EXTENSION - if applicable-indicated in the schedule

16. Loss or damage to the Building
16. Loss or damage
- (a) specifically excluded under Section 1
  - (b) by frost
  - (c) by wear and tear or gradually developing deterioration of the fabric of the Building
  - (d) by vermin, insects, fungus, wet or dry rot
  - (e) by mechanical or electrical breakdown or derangement
  - (f) specifically covered elsewhere in this policy
  - (g) arising from the alteration or extension of the Building or the cost or maintenance or routine decoration.
  - (h) the first £50 of each claim.

## SECTION 2 - CONTENTS

If applicable - indicated in the Schedule

**Contents include all of the following items provided** they belong to You or You are legally responsible for them and they are mainly used for private purposes.

## HOUSEHOLD GOODS

### Personal Effects

this means: clothes and articles of a strictly personal nature likely to be worn used or carried and also portable radios, portable TVs, sports equipment and bicycles. It does not include Valuables or Money.

### Valuables

this means: articles of gold, silver or other precious metals, watches, furs, cameras and binoculars, pictures and other works of art, collections of stamps, coins and medals.

### Money

this means: coins and bank notes in current use, cheques, postal orders and money orders, premium bonds, savings stamps and certificates, stamps in current use, travel tickets, petrol coupons, record tokens, book tokens or other tokens, luncheon vouchers, trading stamps.

### What things are Not Covered

- (a) Mechanically propelled vehicles, watercraft, aircraft, caravans and trailers but lawn-mowers and garden cultivators are covered
- (b) parts, accessories, tools, fitted radios and cassette players for the things excluded in (a) above
- (c) interior decorations of the private residence
- (d) property more specifically insured by any other insurance
- (e) animals
- (f) documents other than as indicated in Additional cover 16
- (g) property primarily used for business purposes.

CTI will not pay more in total than the Contents sum insured for any one claim under Insured Perils 1-11 and additional covers 12-16 and Extension 19.

We will pay in addition any amounts due under additional covers 17 and 18.

Unless indicated otherwise the following limits apply  
for any one Valuable - 5% of the Contents sum insured  
for any one claim for Valuables - one third of the Contents sum insured  
for Money - £100.

### What is Covered

Your policy covers loss or damage to Your Contents while they are in the Building caused by the following Insured Perils.

Insured Perils:

1. (a) Fire, explosion, lightning, earthquake.  
(b) Smoke
2. Storm or flood.
3. Riot, civil commotion, strikes, labour and political disturbances.

### What is Not Covered

We will not pay for the first £50 of each loss and we will not pay for the followings

1. (b). Any Gradually Operating Cause
2. Loss or damage  
(a) by frost  
(b) to property in the open



## What is Covered

9. Breakage or collapse of radio or television aerials.
10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.
11. Falling trees or branches.

## What is Not Covered

11. The cost of removal of the tree or branch.

## ADDITIONAL COVERS APPLICABLE TO THE SECTION

12. **Mirrors and Glass**  
Accidental breakage of
  - (a) mirrors
  - (b) fixed glass in and glass tops of furniture
  - (c) ceramic hobs and ceramic tops of cookers.
13. **Audio and Audio Visual Equipment**  
Accidental damage to
  - (a) television sets and their aerials including satellite dishes
  - (b) radios
  - (c) record players, compact disc players and tape recorders
  - (d) video recorders
  - (e) home computers.
12. Loss and damage
  - (a) while the Building for 30 consecutive days or more has not been sufficiently furnished to allow You to occupy it normally
  - (b) to property not in the Building.
13. (a) Damage to equipment designed to be portable whilst it is being transported or carried or moved
- (b) mechanical or electrical breakdown or derangement
- (c) damage to records, discs, cassettes, tapes, video cameras and recording tapes
- (d) damage caused by or in the process of cleaning, maintenance, repair or dismantling
- (e) damage to equipment not in the Building.

Which are owned by You or for which You are legally responsible and which are used for private purposes.

14. **Contents Temporarily Removed to the Garden**  
Loss or damage caused by Insured Perils 1-11 to Contents while temporarily removed to the open within the boundaries of the land belonging to the private residence.

We will not pay more than £500 for any one claim.

14. Loss or damage to Valuables or Money.

## What is Covered

### 15. Temporary Removal

Loss or damage caused by Insured Perils 1-11 to Contents temporarily removed from the Building while

- (a) anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean Islands and those countries bordering the Mediterranean (the European Area) or
- (b) anywhere in the world for up to 60 days during any period of insurance.

We will not pay more than the Contents sum insured for any one claim.

### 16. Documents

Loss or damage caused by Insured Perils 1-11 to documents (other than Money) deposited for safe custody in any bank safe deposit or bank or solicitor's strongroom anywhere in the world.

We will not pay more than £100 for any one claim.

### 17. Rent and Alternative Accommodation

While the Building cannot be lived in because of loss or damage covered by this policy We will pay for

- (a) rent payable for which You are legally responsible
- (b) the reasonable cost of alternative accommodation.

We will not pay for more than 20% of the contents sum insured for anyone claim

### 18. Your Liability to the Owner of the Building

(applicable if the Building is rented) We will pay for the following loss or damage to the Building for which You are legally responsible as tenant,

- (a) loss or damage covered by Insured Perils 1-11

## What is Not Covered

### 15. Loss or damage

- (a) by storm or flood to property in the open
- (b) by frost
- (c) by theft unless it involves forcible and violent entry to or exit from a building
- (d) outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.

### 18. Loss or damage to gates, hedges and fences.

## What is Covered

- (b) accidental damage to property described as underground pipes and cables on Section 1 Insured Peril 13 of this policy
- (c) breakage of property described as glass and sanitaryware on Section 1 Insured Peril 14 on this policy.

We will not pay, more than 10% of the Contents sum insured for any one claim.

## What is Not Covered

### **ACCIDENTAL DAMAGE EXTENSION** - if applicable-indicated in the schedule

- 19. Loss or damage to Contents while they are in the Building.
  - 19. Loss or damage
    - (a) specifically excluded under Section 2
    - (b) by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic condition, the action of light, gradually operating cause, dyeing, any process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown or derangement
    - (c) to contact lenses
    - (d) to food, drink, and plants
    - (e) to articles of glass, china, porcelain, earthenware or stone (or other articles of a similarly brittle material) while being handled or actively used
    - (f) arising from depreciation in value or consequential loss
    - (g) specifically provided for under Insured Perils 1- 11 or additional covers 12,13, and 16 of Section 2.
    - (h) the first £50 of each claim.
  
- 20. Accidental Loss of domestic heating oil and/or metered water up to £750.

## SECTION 3 - LIABILITY

This Section is automatically included

### Sub-Section 1 - Liability to the Public

If the Contents (Section 2) are not insured Sub-Section 1 will cover You only as the owner of the Building including its land. CTI will not pay more than £2,000,000 for damages including legal costs and expenses payable for any claim or claims arising from one event.

#### What is Covered

1. Any amount that You become legally liable to pay as damages for
  - (a) bodily injury (including death or disease) to any person
  - (b) loss of or damage to property occurring anywhere in the world during the period of insurance.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by CTI in writing.

If You die Your legal personal representatives will have the benefit of this Section for liability incurred by You for an event covered by this Section.

#### What is Not Covered

1. Liability in respect of
  - (a)
    - (i) bodily injury to You
    - (ii) bodily injury sustained by any person under a contract of service or apprenticeship with You and arising out of and in the course of such person's employment by You
  - (b) loss or damage to property belonging to You or in Your custody or control.
2. Liability arising from
  - (a) any wilful or malicious act
  - (b) the pursuit by You of any trade, business, profession or employment
  - (c) the occupation of any land or building other than the Building referred to in Section 1 or any temporary residence.
3. Liability arising from
  - (a) The ownership of any land or building but if Section 1 is operative We will cover liability arising from:
    - (i) the Building referred to in Section 1
    - (ii) defective work carried out by You or on Your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by You before the occurrence of bodily injury or damage in connection with such residence.

## What is Covered

## What is Not Covered

- (b) the ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft but We will cover liability arising from the ownership possession or use of domestic gardening equipment, non-power driven craft used on inland waterways and model aircraft or model watercraft
- (c) any lift owned by You or for the maintenance of which You are responsible.

### Sub-Section 2 - Unsatisfied Damages

If You are awarded damages and costs by any Court of Law in the United Kingdom, the Isle of Man or the Channel Islands for bodily injury or loss or damage to property We will pay the outstanding amount of the Award provided that:

1. The judgment is not subject to an Appeal pending and remains unsatisfied in whole or not part three months after the date of the Award.
2. The costs have either been summarily assessed or subjected to a detailed assessment by the courts or in the opinion of CTI are reasonable and
3. The bodily injury or loss or damage occurred in the United Kingdom, the Isle of Man or the Channel Islands.
4. You would have been covered by this Sub-Section had the position of You and the responsible party been reversed.
5. You agree to allow CTI to enforce any rights and remedies which We will become entitled to upon making payment.

### Sub-Section 3 - Liability to Domestic Employees

**Applies only if Section 2 (Contents) has been chosen**

#### What is Covered

Any amount that You become legally liable to pay as damages for bodily injury (including death or disease) to any person under a contract of service with You solely for private domestic duties arising out of and in the course of such person's employment by You and happening anywhere in the world.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed with CTI in writing.

If You die Your legal personal representatives will have the benefit of this Section for liability incurred by You for an event covered by this Section.

#### What is Not Covered

CTI will not pay more than £10,000,000 for damages including legal costs and expenses for any claims in arising from one event under Sub-Section 3.



## SECTION 4 - 'ALL RISKS'

### Insurance for Valuables, Money and Personal Effects If applicable - indicated in the Schedule

CTI will not pay more in total than the 'All Risks' sum insured for any one claim.

The following limits apply:

for Money - £500

for credit cards - £500

for any one article - £250 unless otherwise specially agreed and noted in the Schedule.

#### What is Covered

1. Loss or damage to Valuables, Money and Personal Effects belonging to You whilst
  - (a) anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean Islands and those countries bordering the Mediterranean (the European Area) or
  - (b) anywhere in the world for up to 60 days during any period of insurance
  
2. Liability under the terms of any credit card or cash dispenser card as a direct result of its unauthorised use by any person not related to or residing with You.

#### What is Not Covered

1.
  - (a) Mechanically propelled vehicles, watercraft, aircraft, caravans and trailers
  - (b) parts, accessories, tools, fitted radios and cassette players for the things excluded in (a) above
  - (c) camping equipment
  - (d) tools
  - (e) contact lenses
  - (f) documents
  - (g) plants
  - (h) animals
  - (i) property primarily used for business purposes
  - (j) loss or damage caused by any process of cleaning, restoring, altering or repairing wear and tear and any other gradually operating cause or moth, vermin or insects
  - (k) breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery) or mechanical or electrical breakdown or derangement
  - (l) depreciation in value or consequential loss.
  - (m) the first £50 of each and every claim
  
2.
  - (a) Any loss unless You have complied with the terms and conditions of the issuing authority
  - (b) shortages due to error or omission
  - (c) Losses not reported to the Police
  - (d) Losses of credit cheque guarantee and cash cards not reported to the card issuing company within 24 hours of discovery

## SECTION 5 - FROZEN FOOD

### If applicable - indicated in the Schedule

The amount payable hereunder shall not exceed in respect of any claim the sum insured indicated in the Schedule.

#### What is Covered

CTI will pay for loss or damage to food in the cold chamber of any refrigerator or deep frozen cabinet caused by rise or fall in temperature or contamination by refrigerant or refrigerant fumes.

The refrigerator or deep freeze cabinet must be

- (a) in the building
- (b) owned by you or Your responsibility.

#### What is Not Covered

Loss or damage caused by

- (a) a deliberate act of the supply authority or the withholding or restricting of power by the authority
- (b) strike, lock-out or industrial dispute.

## GENERAL CONDITIONS

### MAKING A CLAIM

#### You Should

1. Comply with Your responsibilities shown on 'Your Responsibilities' Section
2. Check that the cause of the loss or damage is covered. The policy contains details of what is covered, what is not covered and how claims are settled.
3. Complete the claim form obtainable from Your insurance adviser or CTI office.

#### We will

1. Where necessary, arrange for someone to call as soon as possible.
2. In other cases let You know if We need any more information.

4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make Your home weatherproof (if, for example, the roof has been damaged) can be put in hand immediately, but retain the bills as the cost may well form part of Your claim. However, We should be given an opportunity of inspecting the damage before permanent repairs are commenced.
5. If someone is holding You responsible for damage to their property or for bodily injury to them it is most important that You
  - (a) provide us with full details in writing and send us any letter or other document as soon as is reasonably possible
  - (b) send us any letter of claim or claims form served on You or any member of Your family immediately upon receipt

### **Cancellation**

We may cancel this Policy by sending 7 days notice in writing to your last known address and you shall be entitled to a return of premium corresponding to the unexpired period of insurance for which premium has been paid. An administration charge may be made if cancellation occurs in the first year.

If you have elected to pay by monthly direct debit and the initial premium is not paid then this Policy will be considered void. If one or more premiums have been paid non-payment of any subsequent premium on the date it falls due will give us the right to cancel the policy with effect from that date.

### **Cooling-off period**

If you are a 'consumer' (deemed to be: an individual entering into an insurance contract wholly or mainly for purposes unrelated to his or her trade, business or profession or a micro-enterprise being an enterprise employing less than 10 persons and a turnover or annual balance sheet that does not exceed €2 million), you have the right to cancel this insurance policy within 14 days of receiving the policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that you will have received the policy document upon the day following the date it was posted to you by first class post.

If you do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the schedule, and no liability whatsoever shall attach to the company in respect of the policy.

### **Additional Condition Applicables to this Policy**

It is a condition precedent to the liability of the Company that all external doors and windows in the home are shut and secured closed by their normal method of fastening when the home is unattended by the insured and authorised persons

### **Sanctions**

The company shall not provide any benefit under this policy to the extent that such cover or claim payment would expose us to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations Resolutions.

## GENERAL EXCLUSIONS

### Exclusions -These apply throughout the policy

1. We will not pay for
  - (a) any loss or damage or liability occasioned by or happening through
    - (i) riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands
    - (ii) confiscation or detention by customs or other officials or authorities
  - (b) loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. We will not pay for
  - (a)
    - (i) loss or damage to any property or any loss or expense resulting or arising there from or any consequential loss
    - (ii) any legal liability directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component
  - (b) any loss, damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### Exclusion 1 does not apply to Section 3 - Liability

3. Loss or damage or any expense, consequential loss or legal liability (other than liability to your domestic employees) directly or indirectly caused by or contributed to by or arising from:
  - (a) the failure of the programming of a computer chip or computer software to recognise the Year 2000 or any other year or to function correctly according to a true calendar date
  - (b) computer viruses  
but this shall not exclude subsequent loss or damage or any expense, consequential loss or legal liability not otherwise excluded which itself results from the operation of an insured cause.

## GENERAL EXCEPTION

1. The Company shall not be liable for any loss or damage caused by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism.

## **SAFETY PRECAUTIONS**

These do not form part of the Policy wording but are for your guidance.

### **Fire**

Smoke Detectors save lives. Protect your home and family by installing a detector which senses the smoke from developing fires and sounds a loud warning alarm.

Protect open fires and heaters with guards especially if young children are about or if you are airing clothes.

Ensure that any oil heaters you buy comply with the current British Standard.

Have your chimneys swept regularly if you use open fires.

Ensure you comply with maker's instructions if you use electric blankets.

Do not leave a pan of fat unattended on the cooker; if it catches fire do not use water - smother it with a fire blanket or a damp cloth.

Do not let children play with matches or fire.

Check electrical plugs and leads regularly and do not overload electrical circuits.

### **Burst Pipes**

Protect all exposed water pipes with proper lagging.

If a pipe freezes despite precautions, thaw it out slowly using hot water bottles or cloths soaked in hot water.

Blow-lamps can be dangerous in unskilled hands.

### **Theft**

Make sure you have good quality locks fitted to your entrance doors and all accessible windows.

Take advantage of our premium discount.

When you go out, lock all doors and secure all windows. It is a good idea after dark to leave a light on but preferably not the hall light.

Do not leave the keys under the mat or inside the letter box or anywhere they can be easily found.

Do not keep large sums of money at home.

Do not leave valuable property in unattended vehicles.

Photographs of valuables or copies of valuations are helpful in the event of theft or loss.

### **Unoccupancy**

e.g. holidays, business trips etc

When you go away advise the police / neighbours and stop the milk and newspapers.

If you go away during the winter, leave the central heating system switched on and maintained in operation or turn off the water supply and drain the system.

## ENDORSEMENTS

Only operative if indicated on the Schedule

### **HA1 - Increased Excess**

Wherever the Insured is made responsible for the first part of any claim (Excess) (except claims due to Subsidence, Landslip or Heave for which the Insured is responsible for the first £1,000 or other amount endorsed hereon) arising hereunder such Excess amount is increased to £100.

### **HA2 - Increased Excess**

Wherever the Insured is made responsible for the first part of any claim (Excess) (except claims due to Subsidence, Landslip or Heave for which the Insured is responsible for the first £1,000 or other amount endorsed hereon) arising hereunder such Excess amount is increased to £200.

### **HA3 - Increased Excess**

Wherever the Insured is made responsible for the first part of any claim (Excess) (except claims due to Subsidence, Landslip or Heave for which the Insured is responsible for the first £1,000 or other amount endorsed hereon) arising hereunder such Excess amount is increased to £250.

### **HA4 - Alarm Condition and Protections**

It is a condition precedent to liability of this Insurance that for any damage due to Theft or attempted theft from the home when the home is unattended by the Insured and or any authorised persons:

- (A) at the time of the loss destruction or damage all external doors and windows in the home are shut and secured closed by their normal methods of fastening and the intruder alarm in the Insureds home is set and its keys/code removed from the home
- (B) the intruder alarm including its methods of signalling:
  - (1) is in accordance with the alarm specification notified to the Company
  - (2) is in thorough working order
  - (3) is maintained and regularly inspected by the installing or approved company
  - (4) was tested and set immediately before the home was left unattended
- (C) at the time of the loss destruction or damage the police have not in writing refused to respond to any alarm calls resulting from activation of the intruder alarm in the Insured home.

### **HA5 - Protection Condition**

It is a condition precedent to liability of this Insurance for any loss destruction or damage due to Theft or attempted theft from the home when the home is unattended by the Insured and or authorised persons that at the time of the loss destruction or damage all external doors and windows in the home are shut and secured closed by their normal methods of fastening.

### **HA6 - Increased Excess for Flat Roof**

The Insured shall be responsible for the first £500 (Five Hundred Pounds) of each claim for loss destruction or damage arising in connection with the flat roof of any Buildings insured hereby.

# PRIVACY AND YOUR PERSONAL INFORMATION

## 1. Personal Data Obtained and Collected

For the purposes set out in this notice, information including personal information detailed below relating to you (“**Personal Data**”) will be collected and processed by China Taiping Insurance (UK) Co Limited and/or on its behalf by its third party service providers.

### Personal Data

Including but not limited to: Your name, address, civil status, occupation, date of birth, contact details, credit history, criminal convictions, CCJs, details of previous bankruptcy(ies) or insolvency(ies), previous insurance claims details, bank details, current and previous employment details (including directorships), ELTO reference, health details including medical reports, our medical claims history and details of physical and psychological health or medical conditions.

Each time you visit our website, we may automatically collect Technical information including IP address.

The controller of this Personal Data is China Taiping Insurance (UK) Co Limited of 2 Finch Lane, London, EC3V 3NA (“**China Taiping Insurance**”, “**CTI**”, “**we**” and “**us**”). If you have any query, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

We process your Personal Data in accordance with this Privacy Policy also available on <http://uk.cntaiping.com/uk-privacy/> and a copy of which can be provided to you on request.

## 2. How and Why We Process Your Personal Data

The following tables detail how (“**Legal Basis**”) and why (“**Purposes**”) we process your Personal Data. These tables also detail the third party service providers with whom we share your Personal Data (“**Recipients**”) and the period that your Personal Data will be stored (“**Retention**”). **We encourage you to read this section.**

### Legal basis for processing

#### Purposes

We obtain, collect and process your Personal Data to perform your contact and in particular:

- Check if you are eligible to be insured under the product chosen
- Consider acceptability of the risk you present to us
- Underwrite and assess the risk in order to offer you a quotation
- Process your premium payment
- Evaluate the risk presented through surveys where relevant
- Process your claims and/or third parties claims under your policy
- Investigate claims directly or, where relevant, through appointed loss adjusters or forensic engineers
- Regulatory reporting and legal obligations
- To notify you about changes to the product chosen
- To redistribute risk by means of reinsurance and co-insurance
- For automated decision making (including profiling) where we need to process your Personal Data you provide us with in order to underwrite your insurance and/or process your claim.

<b>Legal Basis</b>	It is necessary to process this Personal Data in order to: <ul style="list-style-type: none"> <li>• Enter and perform our insurance contract with you as well as to allow us to process a claim accordingly</li> <li>• Compliance with a legal obligation to which you are subject</li> <li>• Where the processing of your personal data is necessary for the public interest or in the exercise of official authority of us</li> </ul>
<b>Recipients</b>	Personal Data will be disclosed for these purposes to our third-party service providers or regulators. These Recipients may include: <ul style="list-style-type: none"> <li>• Credit check companies</li> <li>• Surveyors</li> <li>• Solicitors</li> <li>• Loss Adjusters and/ or Forensic Engineers</li> <li>• Fire brigade Authority or Police</li> <li>• Claims handling companies</li> <li>• Insurance intermediaries/brokers</li> <li>• Banks</li> <li>• Reinsurers and other insurance companies</li> <li>• Fraud, Money Laundering and Terrorist Financing prevention and detection</li> <li>• CUE (Claims Exchange Underwriting)</li> <li>• Regulatory and Government Bodies (ELTO, HMT, MID, FCA, PRA, Ombudsman etc.)</li> <li>• Approved repairers and garages</li> </ul>
<b>Retention</b>	We will retain your Personal Data for as long as your insurance policy is valid with us and for 15 years after.
<p><b>IMPORTANT</b></p> <ul style="list-style-type: none"> <li>• We may for some of our products carry out automated decision making (including profiling) to process your personal data in order to underwrite and price your insurance online and/or process your claim. We take care to ensure our profiling is fair, transparent and limited in purpose.</li> <li>• In the event that you do not wish to provide us with your Personal Data for all of the above Purposes, we will not be able to process your application and/or offer you an insurance policy.</li> <li>• If at any point in the future we need to amend this policy, every effort will be made to make you aware and our website will always have the latest version.</li> </ul>	

### 3. Cross-Border Transfers of Your Personal Data

We, and certain Recipients (our third party service providers) who process your Personal Data on our behalf may transfer your Personal Data outside the [European Economic Area (“EEA”)] to a country that does not provide an adequate level of protection to your Personal Data. Where such transfers occur, we ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect your Personal Data. If you would like to find out more about any such transfers, please contact our Compliance officer.



#### 4. Your Acknowledgment of this Notice and Your Rights

You have rights which allow you to address any concerns or queries with us regarding our processing of your Personal Data:

<b>Right to Object to Processing</b>	In certain circumstances, you have a right to object to our processing of your Personal Data where we process it on the legal basis of: a) our legitimate business interest, including profiling based on our legitimate business interests; or b) your consent to marketing. We may not be able to comply with such a request where we can demonstrate that there are compelling legitimate grounds for us to process your Personal Data which override your interests, rights and freedoms or where the processing of your Personal Data is required for compliance with a legal obligation or in connection with legal proceedings.
<b>Right to Withdraw Consent</b>	You have a right to withdraw your consent, at any time, to our processing of your Personal Data which is based on your consent. Where you exercise this right, our processing of your Personal Data prior to your withdrawal of consent will remain valid.
<b>Right of Access</b>	You have the right to access and obtain a copy of the Personal Data that we hold about you. We will only charge you for making such an access request where we feel your request is unjustified or excessive.
<b>Right to Rectification</b>	You have the right to request that we correct any inaccuracies in the Personal Data stored about you.
<b>Right to Erasure</b>	<p>In certain circumstances, you have the right to request that we erase your Personal Data. For example, you may exercise this right in the following circumstances:</p> <ul style="list-style-type: none"><li>• your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by us;</li><li>• where you withdraw consent and no other legal ground permits the processing;</li><li>• where you object to the processing and there are no overriding legitimate grounds for the processing;</li><li>• your Personal Data have been unlawfully processed; or</li><li>• your Personal Data must be erased for compliance with a legal obligation.</li></ul> <p>Where we store your Personal Data for statistical purposes, we may not be able to comply with such a request where it would likely impair such statistical purposes or where we require your Personal Data for compliance with a legal obligation or in connection with legal proceedings.</p>

<p><b>Right to Restriction</b></p>	<p>You have the right to restrict our processing of your Personal Data where any of the following circumstances apply:</p> <ul style="list-style-type: none"> <li>• where you feel that the Personal Data which we hold about you are not accurate. This restriction will be in place for a period to enable us to verify the accuracy of your Personal Data;</li> <li>• where the processing is unlawful and you do not want your Personal Data be erased and request the restriction of its use instead;</li> <li>• where we no longer need to process your Personal Data (e.g. any of the Purposes outlined above have been completed or expire), but we require it in connection with legal proceedings;</li> <li>• where you have objected to our processing of your Personal Data pending the verification of whether or not our legitimate business interests override your interests, rights and freedoms.</li> </ul> <p>Where you exercise your right to restrict our processing of your Personal Data, we will only continue to process it with your consent or in connection with legal proceedings or for the protection of the rights of other people or for reasons of important public interest.</p>
<p><b>Right to Data Portability</b></p>	<p>You have a right to receive and transfer the Personal Data that you provide to us in a structured, commonly used and machine readable format where we process your Personal Data on the legal basis of: a) your consent; or b) where it is necessary to perform our contract with you. Where you make such a request, we will directly transfer your Personal Data on your behalf to another controller of your choice (where it is feasible for us to do so).</p>
<p><b>Right to Object to Automated Decision-Making, including profiling</b></p>	<p>You have a right not to be subjected to decisions based solely on automated decision-making, including profiling, which produce legal effects concerning you or similarly significantly affects you. We may not be able to comply with such a request where we rely on the legal basis of: a) your explicit consent; or b) where it is necessary to enter and perform our contract with you (as detailed in section 2 above). You will however be entitled to have a person from our company review the decision so that you can query it and set out your point of view and circumstances to us.</p>

If you would like to exercise any of your rights detailed above, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

You may raise any concerns about China Taiping Insurance's processing of your Personal Data with the Information Commissioner Office on <https://ico.org.uk/>.

## **5. Changes to this Notice**

We may amend this notice on occasion, in whole or part, at our sole discretion. Any changes to this notice will be effective immediately upon sending the revised notice to you by e-mail or post.

If at any time we decide to use your Personal Data in a manner significantly different from that stated in this notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail or post and you will have a choice as to whether or not we use your information in the new manner.

If you have questions or concerns about this notice, please contact [compliance@uk.cntaiping.com](mailto:compliance@uk.cntaiping.com).

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**Manchester Office**

Manchester One, 53 Portland Street, Manchester M1 3LD

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