UKG LANDLORDS HOME EMERGENCY COVER

Underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

Policy Book - July 2017



Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ To find out more visit www.ukgeneral.com or call us on 0370 421 4503



This insurance is arranged by Assurant Intermediary & 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.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

WHAT IS COVERED

In the event of an emergency occurring in your property, we will:

- a) Advise you on what action to take to protect you and your property;
- Send one of our approved engineers or arrange an appointment for an approved engineer to visit your property; and
- c) Organise and pay the cost of providing assistance, up to the claim limit, including VAT but excluding any excess.

WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit your cover; please read them carefully to ensure this policy meets your requirements. We do not wish you to discover after an incident has occurred that it is not insured. To assist you in understanding the main limitations of the cover provided we have detailed these under the "Items Covered" section of your policy.

CONTENTS

WHAT IS COVERED

WHAT IS NOT COVERED

DEFINITIONS

ITEMS COVERED	5
HOW TO ARRANGE EMERGENCY ASSISTANCE	8
REPLACEMENT OF PARTS OR COMPONENTS	9
GENERAL EXCLUSIONS	9
CONDITIONS	10
GOVERNING LAW	10
HOW TO CANCEL YOUR POLICY	10
MAKING YOURSELF HEARD	10
CONSUMER INSURANCE ACT	12

12

12

DEFINITIONS

DATA PROTECTION ACT 1998

COMPENSATION SCHEME

The following words shall have the meanings given below wherever they appear in bold.

Approved engineer / engineer

Means a qualified person approved and instructed by the helpline to undertake emergency work.

Assistance

Means the work undertaken by the **engineer** during a **call out** to the **property** to complete a temporary repair to limit or prevent damage or, if at similar expense the cost of completing a permanent repair, in respect of the cover provided.

Beyond Economical Repair (BER)

The point at which we estimate the cost to repair the boiler / appliance exceeds the boiler / appliance's value. When calculating the value of your boiler / appliance, we take into consideration the age of your boiler / appliance (which is calculated from the date of manufacture), together with the type of boiler / appliance. This value is then compared to the total cost of parts and labour required to repair the boiler / appliance. When the repair cost is higher than the

value, we deem the boiler / appliance to be beyond economical repair.

Call Out

Means a request for assistance from you/your to the helpline, following an emergency, even if the request is then cancelled by you/your.

Claim Limit

The maximum amount **we** will be liable for per **call out** including **call out** charges, labour, parts, materials and where applicable the cost of alternative accommodation.

Please refer to your policy schedule for details of your claim limit and the maximum number of call outs we will be liable for during the period of cover.

Commencement Date

Means the start of the **period of cover** as shown in the **schedule**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your claim** unless specifically stated in this policy.

Emergency

Means a sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the **helpline**:

- (a) render the property unsafe or insecure; or
- (b) damage or cause further damage to the property; or
 - (c) cause personal risk to you/your.

Excess

The first amount of each call out payable by you to the helpline before the approved engineer will attend.

Details of any excess applicable to your policy will be recorded on your policy schedule.

Helpline

Means the company appointed by **us** to arrange **assistance** under **your** policy.

Helpline telephone number 0800 157 1211

Property

A private domestic dwelling at the address shown in the schedule.

Pay on use.

Should an emergency arise that is not included under landlord's home emergency cover we may be able to arrange for an approved engineer to attend your property but you will be responsible for all costs involved. The use of this service does not constitute a call out under your policy.

Period of Cover

Means the period shown in the **schedule** between the **commencement date** and end date.

Primary Heating System

Means the principal domestic central heating and hot water systems including but not limited to boiler, programmer, room thermostat, pumps, hot water cylinder and radiators, but excluding any form of solar or warm air heating system and non-domestic central boiler or source.

Schedule

Means the document sent to you confirming the commencement date, details of the insured and the property.

Unoccupied

Means where no one has resided in the **property** for a period exceeding 30 consecutive days.

We, Us, Our, Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE.

You, Your, Insured

The person(s) named on the **schedule** as the policy holder along with any other permanent members of the household.

ITEMS COVERED

The cover provided under **your** policy will depend on the cover options **you** have selected.

Please refer to **your policy schedule** for confirmation of the level of cover provided under **your** policy.

The amount we will pay in respect of any one claim shall not exceed the claim limit. You are responsible for paying any excess under the policy and / or any cost of assistance that exceeds the claim limit.

Please refer to **your schedule** for details of **your** level of cover.

1. PLUMBING AND DRAINAGE

We will assist you to stop the emergency which has arisen from the sudden and unexpected failure of or damage to the plumbing and / or drainage system within the property which has resulted in internal water leakage, flooding or water damage to the property.

We do not cover

 a) General maintenance including but not limited to dripping taps, leaking external overflows;

- b) The costs of repairs to the underground water supply or drainage facilities except where within your property;
- c) Leaks from any household appliance, sink, shower or bath where leakage only occurs when the appliance is in use;
- d) Toilets, cisterns, baths, basins, bidets or shower bases;
- e) Cesspits, septic tanks;
- f) Plumbing and filtration systems for swimming pools or spa baths;
- g) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- h) Replacement of water tanks or hot water cylinders;
- i) Replacement of radiators;
- j) Any repair to domestic appliances that are leaking water, other than from the external fixed pipe work;
- k) Water leak noises where there is no visible leak;
- The escape of water where it is not causing any internal damage or risk to any insured person's health;
- m) Frozen pipe work;
- n) Shared drainage facilities with the exception of those within the boundaries of the insured property;
- Any damage caused by the approved engineer in gaining access to the property due to removing an appliance or any equipment from its operation position in order to effect an emergency repair.

2. ELECTRICITY SUPPLY

We will assist you to restore the electricity system to the property following an emergency arising from the sudden, unexpected and complete failure of the electricity system in the property.

We do not cover

- a) The failure of any electrical wiring that is not permanent (e.g. fairy lights);
- b) Any fault in supply prior to the consumer box;
- c) Wire / cabling situated outside of the property (e.g. wiring to satellite dishes, aerials etc);
- d) Any claims where in the opinion of our approved engineer
 - the electrical system would fail to meet minimum electrical safety standards;
- e) Any partial breakdowns where the electricity supply has not been lost to the whole of the insured property (i.e. partial loss of plug sockets and/ or lighting);
- f) Any claims relating to the electricity supply to burglar / fire
 - alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories;

- g) Wiring and electrics which are not permanent fixtures;
- h) Replacement of light-bulbs & fuses in plugs;
- Repair or replacement costs if our approved engineer is unable to repair the domestic electrical wiring due to its age or poor condition;
- j) The resetting of circuit breakers, where it is not associated with permanent repair work and where it can be reset by you.

3. PRIMARY HEATING SYSTEM

We will assist you to restore heating and/ or hot water to your property following an emergency arising from the sudden and unexpected complete failure of the primary heating system.

We will not re-attend to the boiler until you have confirmed it has been replaced, if we have previously deemed it beyond economical repair.

Please note **you** will be responsible to pay the first £65.00 of each claim associated to the **primary heating system** where:

- a) At the time of reporting an emergency you are unable to confirm the boiler has been serviced in the last 12 months;
- b) At the time of attendance you are unable to provide evidence that the boiler has been serviced by the provision of a service receipt or invoice issued by a Safegas registered engineer.

This charge is payable by you to the helpline before the approved engineer will provide assistance under the policy.

We do not cover

- a) Gas leaks;
- b) Oil contamination resulting from a leak from an oil powered boiler
- c) A boiler which is more than 10 years old;
- d) A boiler fitted within a property with more than 6 bedrooms;
- e) Faults which in the opinion of an approved engineer are
 as a result of the boiler not being serviced within the last
 12 months unless you have paid the first £65.00 of the call
 out cost to the helpline;
- Lighting of boilers or re-setting of boiler, time or temperature controls or the correct operation or routine adjustment of time or temperature controls;
- g) Clearing airlocks or bleeding radiators;
- h) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- i) Fuel tanks and associated pipe work;
- j) Descaling or any work arising from hard water scale

- deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- k) Replacement of water tanks or hot water cylinders;
- l) Replacement of radiators;
- m) Replacement or repairing any loss or damage if the boiler is, in the opinion of the engineer, beyond economical repair;
- n) Loss of hot water where there is an alternative means of heating water e.g. immersion heater;
- o) Reoccurring or intermittent faults, nor boiler / system noise where the boiler is still functioning;
- p) The freezing of a condensate pipe.

4. WATER SUPPLY

We will assist you to restore the water supply following a sudden unexpected leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in your property to the point where it is connected to the public or shared water supply pipe within the boundary of your property provided you have sole responsibility for this.

We do not cover

- a) Frozen pipes;
- b) An emergency as a result of land heave or subsidence;
- c) Cost to remedy any damages caused to gain access to the pipe, including but not limited to surface finishes e.g. tarmac or paved driveways.

5. EMERGENCY GAS SUPPLY PIPE COVER

We will assist you to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in your property. Our assistance will only be provided once the National Gas Emergency Service has attended and isolated the leak.

We do not cover

- a) General maintenance;
- b) Any gas boiler, fire, central heating or hot water breakdown;
- Temporarily frozen pipes where permanent damage isn't confirmed;
- d) Systems not installed correctly or which do not conform to
 - any governing Gas Safe regulation or requirements.

6. INOPERABLE TOILET

We will assist you to stop the emergency which has arisen from the sudden and unexpected failure of the toilet within the property which has resulted in internal water leakage, flooding or water damage to the **property**; or which renders the toilet inoperable.

We do not cover

- a) General maintenance;
- b) Cesspits, septic tanks;
- c) Failure to one toilet where there is another working toilet within the **property**;
- d) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- e) Replacement of water tanks or hot water cylinders.

7. SECURITY

We will assist you to make the property secure following an emergency arising from the sudden and unexpected failure of or damage to external locks, fitted to doors and windows where the failure or damage is such so as to render the property unsafe or insecure.

We do not cover

- a) Damage as a result of theft or attempted theft;
- b) Failure of the **property** security system;
- Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit;
- Replacement of defective locks unless there is no way of making the property secure overnight;
- e) Any broken and / or damaged external locks, doors or windows which do not cause a security risk to the property;
- f) Any broken and / or damaged double glazed windows where both panes have not been damaged;
- g) Any broken and / or damaged external doors where the property is secure and there is alternative access to the property;
- h) Loss of keys for outbuildings, garages or sheds;
- i) Loss of keys where an alternative set is available;
- j) Any damage caused by the approved engineer in gaining access to the property due to the failure of the locks.

8. ROOFING

We will assist you to stop the emergency which has arisen from damage to the roof of your property due to bad weather conditions or falling trees or branches.

We do not cover

- a) Flat roofs and gutters;
- b) A property covered under a management agreement;

c) A property greater than three storeys high.

9. ALTERNATIVE ACCOMMODATION

Where your property is declared unsafe we will provide a contribution towards alternative accommodation. The maximum we will pay under this section is the cover limit shown in the schedule less any costs paid as part of the **Emergency** that results in alternative accommodation being required.

We do not cover

 a) Claims where your home has not been declared unsafe by our approved contractor; or Claims where **your** request for alternative accommodation has not been approved by the claims handler.

10. PEST CONTROL

We will assist you in the removal of or extermination of wasps, hornets, rats and mice infestation in the property.

We do not cover

- a) An **emergency** if **you** fail to follow previous guidance given by an **approved engineer** or the **helpline**;
- b) Damage to the structure, masonry, fixtures and fittings or any cleaning caused directly or indirectly by pests;
- c) Pests kept as domestic pets or for commercial purposes;
- d) Boring insects and woodworm.

HOW TO ARRANGE EMERGENCY ASSISTANCE

- Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks. gas leak is the responsibility of the distributor for that area. If you smell gas or think that there is a gas leak in your home, you should contact the National Gas Emergency Service on 0800 111999. An approved contractor will not be able to attend your home until gas leaks have been made safe.
- Before requesting assistance, check that the
 circumstances are covered by your policy. Remember
 this is not a maintenance policy and does not cover
 routine maintenance in your property. Normal day to
 day maintenance or any claim not deemed an
 emergency will not be covered under this policy,
 however we can provide assistance on a pay on use
 basis.
- 3. If your emergency is boiler related you should have your boiler make and model and service details ready when you contact the helpline. Remember you must produce evidence, to our approved engineer, that the boiler has been serviced to the manufacturer's specifications within the last twelve months in order for primary heating system cover to apply. Should you be unable to provide evidence that the boiler has been serviced you will be asked to pay the first £65.00 of the call out costs.

- 4. Telephone the helpline as soon as possible after the emergency occurs and provide details of the assistance required. All requests for emergency assistance must be made through the helpline. Do not make any arrangements yourself without prior authorisation from the helpline, if you do we will limit the amount we pay to our standard service costs All calls are recorded.
- 5. The helpline will appoint an approved engineer to attend your property, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the property or otherwise making the provision of emergency assistance impossible.
 - The helpline and the approved engineer will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by you.
- 6. The approved engineer will charge all costs covered by the insurance directly to us. You will be asked to pay the cost of:
 - (a) The excess;
 - (b) Call out charges if there is no-one at the property when the engineer arrives;
 - (c) Work in excess of the claim limit;
 - (d) Fitting replacement parts or components of a superior specification to the original at **your** request.

If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Helpline 0800 157 1211

Claims Handler

Service Solutions Assist Ltd trading as Local Assist

Solutions House

Fairways Office Park

Fulwood

Preston

Lancashire

PR2 9WT

UK General Insurance Limited is an insurer's agent and in the matters of a claim, act on behalf of the insurer

REPLACEMENT OF PARTS OR COMPONENTS

We reserve the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. We are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, we will contact you to arrange a suitable time slot for the engineer to attend. You should make sure that the engineer can get reasonable access to carry out the repair. If we cannot get a replacement part needed to carry out a repair our liability will be limited to a temporary repair to make the emergency safe.

Fraud

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 EXCLUSIONS

We shall not be liable for:

- 1. Any excess under the policy or costs you are required to pay under the policy;
- More than the maximum number of call outs covered by your policy during the period of cover, as outlined in your schedule;
- Events where there is an inherent defect causing the emergency;
- 4. Costs arising from or in connection with:
 - a) Circumstances known to you prior to the commencement date of your policy;
 - Call outs arising after the property has been left unoccupied;
 - c) Consequential loss of any kind and any wilful or negligent act or omission by you or any third party;
 - Events where on attendance it becomes clear that the call out is not an emergency;
 - e) More than one **call out** arising from the same cause;
- 5. Repairs on systems where spare parts are no longer available;
- Call outs for assistance caused by your failure to carry out any remedial work or recommendations made by the approved engineer;
- 7. Any system, equipment or facility which has not been properly installed;
- 8. Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
- Replacement of or adjustment to any decorative or cosmetic part of any equipment;
- 10. The interruption or disconnection of utility services to the property however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
 - 11. 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.

- 12.Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 13. 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.

14. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or

by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

CONDITIONS

- 1. The rights given under this policy cannot be transferred to anyone else.
- You must give reasonable access to enable appropriate treatments to be carried out and follow advice from the engineer and or helpline in removing furniture if this is deemed necessary.
- 3. We may cancel this insurance cover immediately if you have acted in a false or fraudulent manner in order to gain cover under this policy.
- 4. To improve the quality of **our** service, all calls are recorded.
- 5. You must take reasonable care and maintain the **property** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
- 6. We may take proceedings in your name at our expense to recover any sums paid under this insurance from a third

- party should the **emergency** be as a result of an incorrect or failed previous repair.
- 7. You must maintain a buildings insurance policy in force during the **period of cover**.

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.

HOW TO CANCEL YOUR POLICY

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent 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, we 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.

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:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

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 us 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 Insurances (Disclosure and Representations) Act 2012.

MAKING YOURSELF HEARD

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact Assurant Intermediary who arranged the Insurance on **your** behalf.

If your complaint about the sale of your policy cannot be resolved by the end of the next working day, your agent 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

Service Solutions Assist Ltd trading as Local Assist Solutions House, Fairways Office Park, Fulwood, Preston, Lancashire, PR2 9WT

Tel: 0800 157 1211

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference **06027A**

If your complaint about your claim cannot be resolved by the end of the next working day, Service Solutions Assist Ltd trading as Local Assist 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

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, Harbour Exchange Square, London, E14 9SR.

You can also contact them on: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones).

Website: www.financialombudsman.org.uk

Using this service does not affect **your** right to take legal action.

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.

CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012

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

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy

to make sure that all information supplied as part of your application for cover is true and correct

tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

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 they 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

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

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