

Tenants Liability Insurance

Policy Wording



Tenants Liability Insurance

Master Certificate Number - TENLIAB/09/2020

This insurance is arranged by Lexelle Limited & underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at: PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Lexelle Limited 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/>.

Watford Insurance Company Europe Limited, is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this on the Financial Services Register <https://register.fca.org.uk/>. Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Your Cover

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**. **Your** policy is valid for the **period of insurance** as shown on **your policy schedule**. Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

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Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

Changes that may affect your cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- If you change address
- If you get convicted of a criminal offence
- If you get declared bankrupt.

This is not an exhaustive list and any changes you tell us about may affect your cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **your administrator**.

Policy Definitions

The following definitions have the same meaning wherever they appear in your policy or schedule and are highlighted in bold:

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means. This definition excludes claims arising from Fire, Lightning, Earthquake, Storm, Flood, Theft, Attempted Theft, Malicious Act, Subsidence, Landslip and Heave.

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**.

Endorsement

A specific term, condition or variation to the **Policy**.

Excess

The first amount of any claim for which **You** are responsible, any applicable excess will shown on your policy schedule.

Family

You, Your domestic partner and other relations that permanently reside with **You**.

Home

The private dwelling shown in **Your Policy Schedule** together with its garages and domestic outbuildings.

Insurers / We / Us / Our

UK General Insurance Ltd, on behalf of Watford Insurance Company Europe Limited

Landlords Property

Landlords buildings, household goods, furniture, fixture, fittings and furnishings of every description for which **You** are legally responsible including television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling.

Period of Insurance

The period stated in the **Schedule** for which **We** agree to grant cover, providing that the full premium has been paid to **Us**.

Policy

The **Policy** incorporates the **Policy** wording, the **Schedule** and all terms, conditions and endorsements of **Your** insurance contract with **Us**.

Premium

The amount that **You** have agreed to pay **Us** in respect of insurance cover under this **Policy** as detailed within **Your Policy Schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as shown in the **Schedule** and being the maximum amount **We** will pay in the event of any claim on this **Policy**. The maximum sum insured under this policy is £2500 or £5000 as shown in the **Schedule**.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Unoccupied

Not lived in by **You** or without sufficient furniture and furnishings for normal living purposes.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, works of art.

Vehicles and Craft

Any electrically or mechanically-powered **Vehicles**, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain **Vehicles** or quad bikes, other than domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery- or pedestrian-operated models or toys.

You/Your(s)/Yourself

The person(s) as specified in the **Schedule** and any member of **Your Family**, or in the event of their death, their legally appointed representative.

SECTION 1 – TENANTS LIABILITY

We will indemnify **You** for damage for which **You** are legally responsible as a tenant whilst in the **Home** during the **Period of Insurance** for:

1. Accidental Damage to Landlords Property

Excluding

- a) the **Policy Excess**
- b) any amount exceeding the **Sum Insured** stated in **Your Schedule**
- c) damage by any cause other than **Accidental Damage**
- d) property owned by **You** or in **Your** custody or control that is not **Landlords Property**
- e) damage whilst **Your Home** is **Unoccupied** for 30 days or more
- f) damage caused by deception unless deception is only used to gain entry
- g) damage caused by anything that happens gradually
- h) damage caused by wear and tear, damp, vermin, fungus, cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value
- i) damage occurring after **You** have vacated the **Home**
- j) damage to **Valuables**
- k) damage to **Vehicles and Craft**

CONDITIONS THAT APPLY TO SECTION 1

Basis of Claims Settlement

In the event of **Accidental Damage** to **Landlords Property**, **We** will replace the damaged **Landlords Property** as new. At **Our** option, **We** may either pay the cost of replacing the damaged item 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 on **Your Schedule**.

We will not pay for the cost of replacing or repairing any undamaged item(s) of the **Landlords Property** of **Your Home** 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 damage.

GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Your responsibility

You must take reasonable care to:

- a) 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
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Us** 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 / agent is inaccurate or has changed, **You** must inform them as soon as possible.

Fraudulent Claims/Fraud

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- Acting dishonestly or exaggerating a claim

We;

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

If **we** exercise **our** right under (c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Duty of Care

You must take actions to prevent and reduce any costs, damage, injury or loss. You must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

Contracts (Rights of Third Parties Act)

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 Policies

If there is any other insurance policy covering the same loss, damage or liability we will not pay more than our rateable share.

Subrogation

If a third party is believed to be responsible for any claim, we may take over, defend or settle the claim, or take up any claim in your name for our own benefit. This is known as exercising our right of subrogation. You must give us all the help and information we reasonably require for the purpose of exercising this right. You will take no action or make any agreements that may weaken or remove our rights under this clause without our prior written permission. We will pay any costs or expenses involved in exercising our right of subrogation.

GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

- a) Loss or damage caused intentionally by You, or anyone working on Your behalf.
- b) Loss or damage occurring prior to the commencement of Your insurance Policy.
- c) Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
- d) Consequential Loss as a result of any claim under this Policy.
- e) Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
- f) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows:
 - a. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b. However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.
- g) 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.
- h) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- i) Any direct or indirect consequence of:
 - a. Irradiation, or contamination by nuclear material; or
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- j) Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.
- k) Loss or damage caused by domestic pets, insects or vermin.
- l) Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from:
 - (i) Infectious or contagious disease;
 - (ii) Any fear or threat of (i) above
 - (iii) Any action taken to minimise or prevent (i) above

HOW DO I MAKE A CLAIM UNDER MY INSURANCE POLICY?

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

Davies Group
Two Smithfield
Leonard Coates Way
Stoke-on-trent

ST1 4FD

Tel: 0344 856 249

Email (new claims): new.claims.ukgeneral@davies-group.com

Email (existing claims): claims@davies-group.com

UK General are an insurers agent and in the matters of a claim act on behalf of the insurer.

CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

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.
- b) Take all steps necessary to reduce further loss, damage or injury.
- c) Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- d) Do not, under any circumstances effect full repairs without **Our** prior written consent.
- e) Under no circumstances must **You** admit any liability or responsibility or negotiate or settle any aspect of any claim without **Our** permission in writing.
- g) A deduction for wear and tear will be made if the **Landlords Property** is not properly maintained and in a good state of repair.
- h) **We** have the right to take over the and conduct in **Your** name, the defence or settlement of any claim. **We** may also take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payments made under this **Policy**.

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.

Cancellation

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, however no refund of premium will be payable.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full. We may at any time cancel any insurance policy 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) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover
- f) where we identify your involvement in, or association with, insurance fraud or financial crime
- g) where you have misrepresented or provided false information to the questions asked you when purchased, renewed or amended your policy

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 4.

Renewal of Your Policy

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

Policy Limits

All sections of the policy have limits to the amount that we will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on your policy schedule.

Policy Excess

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

Governing Law

This policy is governed by English law.

Making yourself heard/complaints

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:

Complaints related to the sale of your policy

Please contact the agent who arranged the insurance for **You**.

Complaints relating to claims

If **you** do have a complaint about the handling of a claim please contact:

Davies Group
Two Smithfield
Leonard Coates Way
Stoke-on-trent
ST1 4FD
Tel: 0344 856 2015
Email: CRT@davies-group.com

In all correspondence please state that **Your insurance is underwritten by UK General Insurance and quote your unique policy number from your policy schedule..**

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

If we have not completed our investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financialombudsman.org.uk.

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Tel: 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

Online Dispute Resolution Portal

If you have purchased the insurance policy online, you may also raise your complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct

Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

FINANCIAL SERVICES COMPENSATION SCHEME

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **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

GDPR

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>