

Tenants Liability Insurance Policy

Master Certificate No: TENLIAB/ 07 / 2018

This insurance is arranged by Lexelle Limited & underwritten by UK General Insurance Limited 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.

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/>.

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

Your Cover

If you have paid the premium as shown in the schedule, we will agree to insure you, subject to the terms, conditions and any endorsements attaching to this policy, against loss or damage or legal liability you may incur for accidents or losses occurring during the period of insurance as shown in the schedule.

Please take time to read the contents of this policy wording, including how to make a claim. This policy and its schedule are important documents. Please keep them in a safe place in case you need to refer to them for any reason. If you do need to discuss any aspect of this policy, please contact the agent who helped you complete this insurance.

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 Great Lakes Insurance SE.

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 Insure

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.

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 Insure** 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

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 or
- 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.

Duty of Care

You must take actions to prevent and reduce any costs, damage, injury or loss.

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

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** share of any claim.

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.

How do i make a claim under my insurance policy?

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

Direct Group Property Services (Nexus)

Tel: 0344 412 4258

Fax: 0344 412 4293

Email: propertynexus@directgroup.co.uk

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 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

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to the agent or broker that sold **You** this policy 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, **You** will be entitled to a full refund of premium.

Thereafter **You** may cancel the insurance cover at any time by informing the agent or broker that sold **You** this policy, however no refund of premium will be payable.

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
- e) **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 a serious non-disclosure, **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 **We** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Governing Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales, unless the Policy holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland, in which case the laws of Scotland shall apply.

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:

The sale of your policy

Please contact the agent who arranged the insurance on **Your** behalf.

Relating to claims

If you do have any questions, concerns or complaint about the handling of a claim you should contact:

Direct Group Ltd

Customer Relations, Quay Point, Lakeside Boulevard
Doncaster DN4 5PL

Tel: 0344 854 2072

Fax: 0344 412 4138

Email: customer.relations@ryandirectgroup.co.uk

Unresolved Complaints

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:

UK General Insurance Limited

Cast House, Old Mill Business Park, Gibraltar Island Road,
Leeds, West Yorkshire LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 05345.

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

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if an insurer cannot meet its 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 by visiting their website, 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, PO 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.