

**TENANTS
CONTENTS
INSURANCE**

Hello

Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations. This Policy Booklet is also available in Braille and large print.

This *Policy Booklet* is also available in Braille and large print.



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A Details of your insurers can be found on your *Insurer Schedule*

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A Contact Paymentsshield using the details on your *Policy Certificate*

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A Please see your *Insurer Schedule*

SUMMARY OF POLICY LIMITS

The below is a summary of policy features and limits. You will find more details about these throughout this *Policy Booklet*. Your *Policy Certificate* will show which of the optional cover options and limits that you have selected.

Please contact PaymentsShield if you wish to change the cover that you have chosen.

SECTION OF COVER	LIMIT OF COVER
Contents	
Contents sum insured	See <i>Policy Certificate</i>
Valuables single item limit	£2,500 unless specified
Theft from outbuildings	£3,000
Alternative accommodation and rent	£10,000
Tenants home improvements	£1,000
Standard accidental damage	up to the contents sum insured
Money & unauthorised use of credit cards	£500
Freezer food	£1,000
Special events	10% increase to the contents sum insured
Visitor's belongings	£1,000
Deeds and documents	£2,500
Fatal accidents	£5,000 per person
Locks and keys	Up to the contents sum insured
Metered water or oil	£2,000
Plants and shrubs	£2,000
Data downloads	£2,000
Business equipment	up to the contents sum insured
Contents in the open	£1,000
Contents temporarily away from the home	up to the contents sum insured
Contents away from the home while in full time education	£5,000
Contents in transit	up to the contents sum insured
Shopping in transit	£500
Liability insurance	
Tenants liability	£10,000
Occupiers liability	£2,000,000
Employers liability	£10,000,000
Full accidental damage (if selected)	
Accidental damage	Up to contents sum insured
Worldwide belongings (if selected)	
Worldwide belongings cover limit	See <i>Policy Certificate</i>
Single item limit	£2,500 unless specified
Tenants legal expenses (if selected)	
Legal costs	£100,000

ABOUT YOUR POLICY

This 'about your policy' section does not form part of the legal contract between you and us. It includes information which will help you to understand your policy.

Some words have a special meaning in **your** policy and these are listed in the 'policy definitions' section and explained on pages 10 to 12. Whenever a word has a special meaning, it will be printed in bold type.

Your policy is made up of the *Policy Booklet*, *Policy Certificate*, *Insurer Schedule*, *Statement of Fact* and *Premium Breakdown*.

- **Your Policy Booklet** explains what is and is not covered, how **we** will settle claims and other important information
- **Your Policy Certificate** shows the period of insurance and the cover that **you** have selected
- The *Insurer Schedule* gives the name and details of **your** insurer, including contact information should **you** need to claim
- The *Statement of Fact* sets out the information **you** have been asked and the answers **you** have given
- The *Premium Breakdown* tells **you** how much **you** have to pay

Paymentshield is the administrator of **your** insurance and have arranged this insurance on **your** behalf.

Once **you** receive **your** policy documentation, **you** will have 14 days to make sure the cover is exactly what **you** need, if it isn't **you** can ask Paymentshield to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium if no claim has been made (full details of cancellation terms can be found on page 39).

Paymentshield will send **you** new policy documentation whenever a significant change is made to the insurance, and each year before the renewal date, so **you** can check that the cover still meets **your** needs.

For **contents** items (including **valuables**) and **worldwide belongings**, **your** policy is for replacement of items as new (except clothing where an amount for wear and tear will be deducted), therefore please remember to ensure the limits **you** choose remain adequate to replace all of **your contents** and **worldwide belongings**, even if **you** buy new items. **You** should also consider that some items, such as jewellery and precious metals, often change in value, so **you** should make certain that these items are always insured for the correct amount.

If **you** have any questions please contact Paymentshield on the number shown on **your Policy Certificate**.

THE INSURANCE CONTRACT

This policy is a legal contract between **you** and **us**. The *Policy Booklet*, *Policy Certificate*, *Insurer Schedule*, *Statement of Fact* and *Premium Breakdown* form one document and must be kept and read together. Please contact Paymentsshield if **you** require copies of any of these documents.

The *Statement of Fact* sets out the information **you** gave **us** when **you** applied for the insurance. To fulfil **our** part of the contract, **we** will provide the cover set out in this *Policy Booklet*;

- For the sections which **you** have selected, as shown on **your** *Policy Certificate*
- For the period of insurance set out on **your** *Policy Certificate*

For **your** part of the contract **you** must:

- Pay the premium shown on **your** *Premium Breakdown* for each period of insurance
- Comply with all the terms and conditions set out in this policy

If **you** do not meet **your** part of the contract **we** may turn down a claim, increase **your** premium, reduce a claim payment or **you** may find that **you** do not have any cover and **your** policy may be cancelled or treated as if it never existed.

Paymentsshield will annually review **your** policy, including **your** insurer and **your** price and will write to **you** at least 21 days prior to **your** renewal date confirming the details of any offer to renew, as well as any changes to **your** insurer or policy terms and conditions.

If a cheaper premium can be provided by another insurer, then Paymentsshield may transfer **your** policy to the new insurer. Paymentsshield will write to **you** in advance with details of the new insurer and the offer of insurance. They will also explain how **you** can remain with **your** existing insurer.

CHOICE OF LAW AND LANGUAGE

Unless otherwise agreed between **you** and **us**, the law of England and Wales will apply to **your** contract with **us**. The language used in this policy and any communication relating to it will be English.

MAKING A CLAIM

This section tells **you** what **you** should do in the event of a claim. Claims conditions that apply to **your** policy are set out on pages 35 and 36. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

1.

BEFORE YOU CONTACT US

You should:

- First make sure that everybody is safe from harm and, if it is safe to do so, take any necessary steps to prevent further damage, such as switching off the water supply in the event of a leak
- If **you** have been a victim of theft, vandalism or something has been lost or damaged, in or away from the **home**, **you** should contact the police and ask for an incident number
- Check the *Policy Booklet* and **your** *Policy Certificate* to see whether or not the event is covered

2.

HAVE YOUR DETAILS READY

When **you** contact **us** to report a claim, it will be useful if **you** are able to provide:

- **Your** name, address and contact number
- Any other personal details necessary to confirm **your** identity
- **Your** policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with an approximate claim value if known
- Police details including an incident number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries)
- Names and addresses of any witnesses

This information will enable us to make an initial evaluation of the claim.

3.

OTHER INFORMATION WE MAY NEED

We may require additional information, for example:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- If items are damaged beyond repair **we** may require confirmation of this from a suitably qualified expert

Sometimes **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

I need to make a claim. Where can I find the right number to call?

The claims helpline number can be found on **your** *Insurer Schedule*. There is a separate contact number for Tenants Legal Expenses claims if **you** have chosen this cover, which is shown on **your** *Insurer Schedule*.

HOW WE SETTLE YOUR CLAIM

4.

WHAT WE PAY

The most **we** will pay for any one event or series of events is the amount shown on **your Policy Certificate** for the cover that **you** have selected. The *Policy Certificate* will also include details of any **contents** or **worldwide belongings** that **you** have specified. The total sums insured for **contents** and **worldwide belongings** will include the value of both specified and unspecified items. Policy limits are contained in this *Policy Booklet* and summarised on page 5.

5.

WHAT YOU WILL NEED TO PAY

You will be responsible for the **excess** shown on **your Policy Certificate** for the relevant section of cover.

If **you** make a claim during the period of insurance, then **your** no claims discount may reduce in line with **our** scale at the renewal of the policy.

We will pay 50% of the cost of replacing or changing undamaged items or parts of items which belong to a set or a suite, when the damaged item cannot be repaired or replaced. This includes items that have a common design or use such as suites of furniture and carpets, which are only damaged in one area, when the loss or damage relates to a specific part of an item or to a clearly defined area.

6.

PREFERRED SUPPLIERS

When settling **your** claim, **we** will look to repair or replace lost or damaged property where **we** consider it appropriate. **We** have a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can, **we** will offer to repair or replace through one of **our** network of contractors, repairers and product suppliers. If **you** would prefer to use **your** own tradesman or supplier **we** can pay **you** a cash settlement.

The cash settlement will not exceed the amount **we** would have paid **our** preferred supplier. If **we** can't replace through a supplier then the full replacement price will be paid.

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In the event of a claim, the value of any claim will not exceed the contents sum insured (and where purchased, the worldwide belongings sum insured) that **you** have selected. However, where these limits have been exceeded, **we** will cover any applicable increases in accordance with changes to the Consumer Price Index (or another suitable index **we** decide upon) that have occurred within the period of insurance. Throughout the term of the policy, **you** are required to ensure that the chosen sums insured are sufficient to cover the replacement cost of all **your contents** as new. Any increases will only be applied to **your** chosen sums insured within each period of insurance. At each renewal, **Paymentshield** will write to **you** with details of the cover **you** have selected and it is your responsibility to ensure that the cover **you** have chosen is still sufficient.

POLICY DEFINITIONS

Defined words **we** use in this *Policy Booklet* are shown below with their meanings alongside them. Wherever these words appear in bold type in the *Policy Booklet* they will always have these meanings. There are separate definitions that only apply to the Tenants Legal Expenses section of the policy which can be found on pages 23 & 24.

Accidental damage	Unexpected damage which happens suddenly and has not been caused on purpose or inevitably
Buildings	The home , including fixtures and fittings, walls, gates, fences, patios, terraces, footpaths, driveways, drains, service pipes, cables, swimming pools, tennis courts and permanently fixed hot tubs and jacuzzies
Business equipment	Computer equipment, printers, photocopiers, computer aided design equipment, office furniture and furnishings and telecommunications equipment used in any way for business purposes. This does not include any property held as stock
Contents	<p>Household goods, valuables and personal belongings including money up to £500 and unauthorised use of credit cards up to £500, which belong to you or your household (or for which you or your household are legally responsible). This does not include;</p> <ul style="list-style-type: none">• Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than ride on lawnmowers and motorised or electric wheelchairs), and caravans, trailers or any parts, keys or accessories for vehicles (except removable entertainment equipment when left in the home)• Personal watercraft and aircraft including any type of gliders• Remote controlled or pedestrian controlled models including drones• Pets and livestock• Securities and associated documentation• Any items more specifically insured by any other insurance policy• Any item used for your trade or profession except business equipment
Credit cards	Charge, credit and debit cards all issued in the United Kingdom belonging to your household
Domestic employees	Any staff employed under a contract of service by you in connection with the occupation of the home , not being self-employed or through an agency
Excess	The first part of the claim for which you are responsible (applicable excesses can be found on your Policy Certificate)
Garden	The trees, shrubs, plants, hedges and lawns on the land forming part of the home
Home	The private dwelling in the United Kingdom as detailed on your Policy Certificate (this includes domestic outbuildings and any private garage or outbuilding used in connection with the dwelling within 100 metres)

Household	You, your partner and any other person permanently living with you under your tenancy agreement (including any children or foster children). Excludes lodgers and other tenants not covered under your tenancy agreement.
Landlord	The person, persons or company with whom you hold a contractual agreement with to occupy the home
Money	Current coin, banknotes, postal orders and postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers' cheques, luncheon vouchers, gift vouchers, trading stamps, travel tickets, season tickets and phone cards
Securities	Any document or certificate which is proof of money owed to any of your household
Storm	A period of violent weather defined as; <ul style="list-style-type: none"> • Wind speeds with gusts of at least 48 knots (55mph), equivalent to storm force 10 of the Beaufort Scale, or • Torrential rainfall at a rate of at least 25mm per hour, or • Snow to a depth of at least one foot (30 cms) in 24 hours, or • Hail of such intensity that it causes damage to hard surfaces or breaks glass
United Kingdom	England, Scotland, Wales and Northern Ireland but not the Channel Islands or Isle of Man
Unoccupied	When for 60 days in a row the home has not been lived in. In order to be deemed as lived in, the home must be; <ul style="list-style-type: none"> • adequately furnished, meaning there must be enough furniture and furnishings for normal occupancy; and • slept in overnight either by you or a member of your household more often than not, over a minimum period of 7 consecutive days. <p>Occasional visits or overnight stays will not be taken into consideration.</p>
Valuables	Items of precious metal or precious stones, jewellery, watches or works of art
You	The person or people named on the <i>Policy Certificate</i>
Your	Belonging to you or for which you are legally responsible
We/Our/Us	The insurer specified in your <i>Insurer Schedule</i>

Worldwide belongings

Articles of personal use normally worn, used or carried by **you** or **your** household when away from the **home** including **money** (up to £500), gadgets, clothing, baggage, jewellery, watches, spectacles, mobile phones, laptops, media players, pedal cycles, photographic and sports equipment

This does not include the following:

- Musical instruments
- Dentures, contact or corneal lenses
- Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than motorised or electric wheelchairs) and caravans, trailers or any parts, keys or accessories for vehicles (except detachable car stereos or satellite navigation systems)
- Personal watercraft and aircraft including any types of gliders
- Remote controlled or pedestrian controlled models including drones
- Camping equipment
- Pets and livestock
- Software or downloaded information
- **Securities** and associated documentation
- Any item more specifically insured by any other insurance policy
- Any item used for **your** trade or profession except **business equipment**

CONTENTS COVER

This section explains the details of the cover provided by this policy for **you** and **your households contents**.

Unless stated otherwise, the cover limit for any claim against this section of cover will be the contents sum insured shown on **your Policy Certificate**.

The chosen **excess** shown on **your** policy certificate will apply to all claims under this section of cover, excluding claims resulting from escape of water or oil. The escape of water or oil **excess** can also be found on **your Policy Certificate**.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>Contents are covered for loss or damage in the home (unless otherwise specified) by the following causes</p>	
<p>1 Fire, smoke, explosion, lightning or earthquake</p>	<p>Loss or damage by scorching, warping or melting if not accompanied by flames, or by smoke that happens gradually over time</p>
<p>2 Riots, civil commotion, labour and political disturbances or strikes</p>	
<p>3 Malicious damage or vandalism</p>	<p>Loss or damage occurring after the home has been left unoccupied</p> <p>Loss or damage unless force or violence is used to get into or out of the home</p> <p>Loss or damage caused by you, your household or anyone lawfully in the home</p>
<p>4 Storm or flood</p>	<p>Loss or damage to contents in the open within the boundaries of the home</p>
<p>5 Impact</p> <p>Damage by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast</p>	<p>Loss or damage caused by felling or lopping of trees and branches</p> <p>Loss or damage caused by pets</p>
<p>6 Subsidence, heave or landslip</p> <p>Damage as a result of subsidence, heave or landslip of the site on which the home stands or the land belonging to it</p>	<p>Damage caused by coastal or river erosion</p> <p>Faulty workmanship</p> <p>Damage caused by normal shrinkage or settlement</p> <p>Loss or damage caused by demolition of, repair or structural changes to the home</p>

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>7</p> <p>Escape of water and oil</p> <p>Water escaping from washing machines, dishwashers or any fixed domestic water or heating installation</p> <p>Oil escaping from any fixed domestic oil heating installation</p>	<p>The escape of water/oil excess shown on your <i>Policy Certificate</i></p> <p>Loss or damage occurring after the home has been left unoccupied</p> <p>Damage caused to the installation or appliance that brought about the escape of water</p>
<p>8</p> <p>Theft or attempted theft</p> <p>You can claim up to £3,000 for any one claim for items which are in the garage or any of the outbuildings belonging to the home</p> <p>You can claim up to £500 for money</p> <p>You can claim up to £500 for the unauthorised use of credit cards (you and your household must keep to the terms and conditions of your card issuer)</p>	<p>Loss or damage unless force or violence is used to get into or out of the home</p> <p>Loss or damage occurring after the home has been left unoccupied</p> <p>Any money or credit cards held in the home for business, trade or professional purposes</p>
<p>9</p> <p>Alternative accommodation and rent</p> <p>If the home is made uninhabitable because of damage to your contents by an insured cause, we will cover;</p> <ul style="list-style-type: none"> agreed accommodation expenses including storage of property until the home is restored to normal living conditions for you and any pets living with you any rent you are liable to pay as stated in your tenancy agreement, until you can move back into the home <p>The most we will pay is £10,000 and only for the period necessary to make the home habitable</p>	
<p>10</p> <p>Tenants home improvements</p> <p>Where you are responsible for the damage under the terms of your tenancy agreement, we will pay for loss or damage to fixtures, fittings and home improvements you have paid for, provided the loss or damage is as a result of causes 1-8, or full accidental damage if you have selected this optional cover.</p> <p>The most we will pay is £1,000</p>	<p>Any loss or damage specifically excluded from causes 1-8 or full accidental damage</p>

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>11 Standard accidental damage</p> <p>We will cover accidental damage to;</p> <ul style="list-style-type: none"> • televisions, video and audio installations • computer equipment and games consoles • mirrors • glass which forms part of your contents • ceramic hobs in free standing cookers • aerials or satellite dishes within or fixed to the home 	<p>The replacement cost of any part of an item, other than the broken glass or ceramic, unless that item is specifically listed</p> <p>Damage occurring while the home has been left unoccupied</p> <p>Loss or damage to records, discs and portable data storage devices</p> <p>Loss or damage by chewing, scratching, tearing or fouling by pets</p> <p>Mechanical or electrical breakdown or failure</p> <p>Damage caused by or in the process of maintenance, repair, dismantling or altering</p>
<p>12 Freezer food</p> <p>Loss of or damage to food in a freezer within the home caused by:</p> <ul style="list-style-type: none"> • a change in the temperature following breakdown • a domestic fuse blowing • accidental failure of the public electricity supply • refrigerant leakage <p>You can claim up to £1,000 for any one claim</p>	<p>Loss or damage recoverable under any other insurance</p> <p>Loss or damage occurring after the home has been left unoccupied</p> <p>Loss or damage caused by a deliberate act of any public electricity supply authority</p> <p>Loss or damage caused by your own or your household's wilful act of negligence or the continued use of damaged or faulty apparatus</p>
<p>13 Special events increase</p> <p>For one month before and one month after a wedding, civil ceremony or birthday (for any of your household) or a religious festival, we will increase the contents sum insured by 10%</p>	
<p>14 Visitors belongings</p> <p>Loss of or damage to visitor's belongings whilst in the home by causes 1 - 8, or full accidental damage if you have selected this optional cover</p> <p>You can claim up to £1,000 for any one claim</p>	<p>Any loss or damage specifically excluded from causes 1-8 or full accidental damage</p> <p>Loss of money or credit cards</p> <p>Loss or damage to valuables</p>

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>15 Deeds & documents</p> <p>The cost of replacing deeds or documents following loss or damage by causes 1 - 8 while they are in the home or in the offices of your bank or solicitor</p> <p>You can claim up to £2,500</p>	<p>Securities and associated documents</p> <p>Any loss or damage specifically excluded from causes 1-8</p>
<p>16 Fatal accidents</p> <p>Cover in the event of the death of you or another member of your household as a direct result and within 90 days of a criminal assault or fire</p> <p>You can claim up to £5,000 per individual</p>	<p>Any injury which is inflicted by you or is the result of the wilful act of a member of your household</p> <p>Any death which is the result of suicide</p>
<p>17 Locks & keys</p> <p>If the keys to the external doors, safes or alarms of the home are lost or stolen, or if the locks to the external doors suffer accidental damage, we will pay for the cost of lock replacement, provided you are responsible for them under your tenancy agreement</p>	<p>Loss or damage occurring after the home has been left unoccupied</p> <p>Loss or damage by any process of repair or restoration</p> <p>The cost of repairing mechanical breakdown</p>
<p>18 Metered water and oil</p> <p>Accidental loss of metered water or oil from the domestic water or heating system of the home</p> <p>You can claim up to £2,000</p>	<p>Loss or damage occurring after the home has been left unoccupied</p>
<p>19 Plants and shrubs</p> <p>Loss or damage by causes 1,2,3,5 or 8 to plants and shrubs belonging to you within the boundaries of the home</p> <p>You can claim up to £2,000</p>	<p>Damage by smoke from air pollution</p> <p>Loss or damage occurring after the home has been left unoccupied</p> <p>Any loss or damage specifically excluded from causes 1,2,3,5 or 8</p>

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>20 Data downloads</p> <p>The cost of replacing electronic data downloads following loss or damage to your contents by causes 1 - 8, or full accidental damage if you have selected this optional cover</p> <p>You can claim up to £2,000</p>	<p>The cost of remaking or recreating a disc, tape or film</p> <p>Damage by any event listed in the contents section and which is specifically excluded under that event</p> <p>Loss or damage to software</p> <p>Any loss or damage specifically excluded from causes 1-8 or full accidental damage</p>
<p>21 Business equipment</p> <p>Loss or damage to business equipment by causes 1-8, or full accidental damage if you have selected this optional cover. This cover is only included if you or a member of your household work from home and you own or are responsible for the business equipment</p>	<p>Any loss or damage specifically excluded from causes 1-8 or full accidental damage</p>
<p>22 Contents in the open</p> <p>Loss or damage to contents in the open within the boundaries of the home by causes 1,2,3,5 or 8</p> <p>You can claim up to £1,000</p>	<p>Loss or damage occurring after the home has been left unoccupied</p> <p>Loss of money or credit cards</p> <p>Damage by smoke from air pollution</p> <p>Loss or damage caused by storm or flood</p> <p>Loss or damage to items left in an unattended motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and force or violence has been used to enter the vehicle</p> <p>Pedal cycles</p> <p>Any loss or damage specifically excluded from causes 1,2,3,5 or 8</p>

WHAT'S COVERED?**WHAT'S NOT COVERED?****23****Contents** temporarily away from the **home**

Contents are covered for loss or damage by causes 1 - 8 anywhere in the **United Kingdom** when temporarily removed from the **home** for up to 90 consecutive days. Including into any bank, safe deposit box, occupied private dwelling or into any building where **you** are residing or carrying on business (other than while attending full-time education, which is covered by section 24)

Theft or attempted theft claims are limited to any occupied private home where **you** are working, any occupied private home where **you** are temporarily living, or any bank or safe deposit box

Contents insured under another policy

Contents removed for sale or exhibition or to furniture depositories

Contents removed because of the sale or subletting of the **home**

Contents during removal (may be covered under section 25)

Loss or damage by theft or attempted theft to **contents** removed from the **home** unless force or violence is used to get into or out of the building

Loss of **money** or **credit cards**

Loss or damage to items left in an unattended motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and force or violence has been used to enter the vehicle

Pedal cycles

Any loss or damage specifically excluded from causes 1-8

24**Contents** away from the **home** while in full time education

Contents are covered for loss or damage by causes 1-8 anywhere in the **United Kingdom** when moved from the **home** into any building where **you** or **your household** are living while attending full-time education

The most **we** will pay is £5,000

25**Contents** in transit

Loss or **accidental damage** to **your contents** while they are being moved by professional removers within the **United Kingdom** from **your** current permanent address directly to **your** new permanent address

Damage to china, glass or other brittle items unless they have been packed by professional packers

Loss or damage by mechanical, electrical or electronic fault or breakdown

Loss or damage while **your contents** are in storage or being moved from storage

Loss of **money** or **credit cards****26**

Shopping in transit

Loss of or damage to food, drink and any other **contents** items whilst they are in transit from the shop or shops (located in the **United Kingdom**) where **you** bought them, back to the **home**

The most **we** will pay is £500.

Loss of **money** or **credit cards**

Loss or damage to items left in an unattended motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and force or violence has been used to enter the vehicle

FULL ACCIDENTAL DAMAGE COVER

This section explains the details of the cover provided if **you** have selected the optional full accidental damage cover. **Your Policy Certificate** will confirm if **you** have chosen to include this.

Unless stated otherwise, the cover limit for any claim against this section of the policy will be the contents sum insured shown on **your Policy Certificate**.

The chosen **excess** shown on **your Policy Certificate** will apply to all claims under this section of cover.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>Accidental damage to your contents in the home and in the open within the boundaries of the home</p> <p>You can only claim up to £1,000 for contents in the open within the boundaries of the home</p> <p>You can also claim for accidental damage to tenants home improvements and data downloads. You can find more details of these covers in contents sections 10 and 20.</p>	<p>Damage to sports equipment whilst in use</p> <p>Damage to clothing, contact lenses and hearing aids</p> <p>Deterioration of food</p> <p>Money or credit cards</p> <p>Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration</p> <p>Loss or damage after the home has been left unoccupied</p> <p>Loss or damage whilst the home is being lent or sublet to any person who is not a member of your household</p> <p>Loss or damage to computer software or downloaded information</p> <p>Damage to pedal cycles</p> <p>Motor vehicles and any accessories primarily used, or sold to be used with a vehicle</p> <p>Loss or damage caused by pets as a result of fouling, scratching, tearing or chewing</p> <p>Mechanical or electrical breakdown</p> <p>Any loss or damage specifically excluded from contents section causes 1-8</p>

LIABILITY COVER

The chosen **excess** shown on **your Policy Certificate** will apply to all claims under this section of cover.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>TENANTS LIABILITY</p> <p>Your legal liability as a tenant for accidental damage caused to the home, garden, buildings or any property belonging to the landlord, including household goods, furniture, fixtures and fittings, for which you are legally responsible.</p> <p>You can claim up to £10,000 per incident</p>	<p>Loss or damage whilst the home is unoccupied</p> <p>Damage by any other cause, other than accidental damage</p>
<p>OCCUPIERS & EMPLOYERS LIABILITY</p> <p>You or your household (or your personal representatives in the event of your death) are insured against any legal liability for damages caused by you or your household, which results from an accident occurring within the home or on it's land during the period of insurance, causing:</p> <ul style="list-style-type: none"> • Accidental bodily injury (including death, disease and illness) to domestic employees and arising out of and in the course of their employment up to £10,000,000 • Accidental bodily injury (including death, disease and illness) to any other person (excluding domestic employees) up to £2,000,000 • Accidental damage or loss to material property that is neither yours nor your household's occurring during the period of insurance up to £2,000,000 <p>The sums insured above include your defence costs and expenses, however we only pay for costs incurred with our written consent</p> <p>The action against you must be brought in a court in the United Kingdom</p> <p>Provided you and your household are otherwise living permanently in the United Kingdom, the insurance under this section extends, in respect of them, to any injury, loss or damage occurring during a journey or temporary visit to any country in the world in which neither you or your household own premises</p>	<p>Liability resulting from you or your household's trade, profession or business</p> <p>Any agreement or contract which adds any responsibility which would not have existed otherwise</p> <p>Injury, death, disease or illness to you or your household</p> <p>Liability resulting from your occupation or ownership of any other land or building</p> <p>Liability resulting from the use or ownership of:</p> <ul style="list-style-type: none"> • Mechanically powered vehicles or trailers attached to such vehicles, except garden machinery • Powered hovercraft, watercraft and aircraft. • Remote controlled or pedestrian controlled models including drones • Animals of a dangerous species • Any horse for hunting, racing or polo • Firearms, except airguns or sporting guns • Lifts (other than a stair lift) which you or anyone in your household own, control or are responsible for <p>Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business (excluding domestic employees)</p> <p>Injury, death, disease or illness caused by any dog owned by any of your household or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991</p> <p>Damage, injury, death, illness or disease which occurs outside the period of insurance</p> <p>Any defence costs and expenses incurred without our written consent</p> <p>Any responsibility covered by any other policy</p> <p>Liability arising from the Party Wall etc. Act 1996</p>

WORLDWIDE BELONGINGS COVER

This section explains the details of **your** cover if **you** have chosen to insure any belongings both in and away from the **home**.

If **you** have included **worldwide belongings** cover, details of the cover limits selected and any items that **you** have specified will be shown on **your** *Policy Certificate*.

Any item(s) that are specified on **your** *Policy Certificate* to be covered worldwide, are covered in addition to the contents sum insured **you** have chosen.

The chosen **excess** shown on **your** *Policy Certificate* will apply to all claims under this section of cover.

WHAT'S COVERED?	WHAT'S NOT COVERED?
<p>Worldwide belongings owned by you and your household are covered against accidental damage and loss</p> <p>Cover is provided year-round in the United Kingdom and anywhere else in the world for up to 60 days in total during the period of insurance</p> <p>You can claim up to £2,500 per item unless they are specified on your <i>Policy Certificate</i></p> <p>You can claim up to £1,000 for items left in an unattended motor vehicle</p> <p>You can claim up to £500 for money</p> <p>You can claim up to £500 for the unauthorised use of credit cards</p> <p>You or your household must report the loss to the police, and for credit cards to your card issuer, within 24 hours of discovery. You and your household must keep to the terms and conditions of your card issuer</p>	<p>Loss or damage occurring outside the United Kingdom if you have spent more than 60 days in total away from this country during the current period of insurance</p> <p>Loss or damage to any belongings that are not in the care of you or your household</p> <p>Loss or damage to items left in an unattended motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and force or violence has been used to enter the vehicle</p> <p>Loss or damage by electronic, electrical or mechanical breakdown or failure</p> <p>Loss or damage if items are confiscated by any government, public or private authority</p> <p>Loss or damage in the home while the home is left unoccupied</p> <p>Loss or damage by theft or attempted theft, malicious damage or vandalism in the home unless force or violence is used to get into or out of the home</p> <p>Loss or damage caused by pets as a result of fouling, scratching, tearing or chewing</p> <p>Damage to sports equipment whilst in use</p> <p>Skiing or underwater equipment whilst in use</p> <p>Loss or damage to pedal cycles, when;</p> <ul style="list-style-type: none">• Motorised• Not in the care of you or your household• Being used for racing, trial or trade purposes• Stolen or damaged if left unattended in any public place without the pedal cycle being secured with a locked chain, padlock or equivalent device to a permanent structure or locked building• Loss or damage to pedal cycle accessories, unless;<ul style="list-style-type: none">• the pedal cycle is lost or damaged at the same time• caused by an accident involving the pedal cycle

WHAT'S COVERED?

WHAT'S NOT COVERED?

Confiscation, loss of value or loss of **money** due to incorrect receipts, payment or accountancy

Loss by deception unless the only deception was someone tricking their way into the **home**

Loss or damage recoverable under any other insurance

Unauthorised use of **credit cards** by a member of **your household**

Loss which results from any authorised cardholder not following the terms and conditions under which the **credit card** was issued

TENANTS LEGAL EXPENSES COVER

DEFINITIONS APPLICABLE TO TENANTS LEGAL EXPENSES

The following defined terms are specific to this Tenants Legal Expenses section of the *Policy Booklet*. Wherever these words appear in bold type in this section of the *Policy Booklet*, they will always have these meanings.

Appointed representative(s)	The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by us to act on your behalf. Please refer to panel solicitor and non-panel solicitor definitions below
Civil proceedings	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom
Disbursements	Any sum spent by an appointed representative on your behalf in respect of services supplied by a third party. Examples of disbursements include barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees
Date of event	The date of any incident which may lead to a claim; where there is more than one such incident, the date of the first of these
Injury	Bodily injury, death, disease, illness or shock suffered by you
Home	The private dwelling in the United Kingdom as detailed on your Policy Certificate (this includes, where confirmed in your tenancy agreement, domestic outbuildings and any private garage or outbuilding used in connection with the dwelling within 100 metres)
Legal costs	Professional legal fees that you are bound to pay, including reasonable fees or expenses incurred by the appointed representative whilst acting for you in the pursuit of civil proceedings . Legal costs also includes disbursements ; however these must be in respect of services provided to you by a third party, distinct from the services supplied by the appointed representative
Material breach	A breach which has resulted in, or if not rectified is likely to result in, the home being unsuitable for continued use
Non-panel solicitor	If you decide to appoint a representative of your own choosing, they will be referred to as a non-panel solicitor
Panel solicitor	A solicitor recommended by us to you , that in the event of a claim will act on your behalf and provide legal assistance

Part 36 Offer	<p>Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.</p> <p>To be accepted, the offer must:</p> <ul style="list-style-type: none"> • Be in writing; • Call itself a Part 36 Offer; • Be open for at least 21 days, when the offer is made or that it will pay the opponent's costs, if accepted; • Specify that it covers the whole claim, part of it, or an issue that arises in it and if so which; • Advise whether any counterclaim is factored in
Physical damage	Loss, destruction or visible damage to the home
Proportionate	The reasonable estimate of your appointed representative's legal costs of acting for you which must not be more than the amount in dispute or the likely award of damages.
Territorial limits	Personal injury - Worldwide All other sections - United Kingdom
Reasonable prospects	A 51% or greater chance that you will recover losses or damages (or obtain any other legal remedy that we have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in your pursuit of civil proceedings or criminal proceedings
We/our/us	The Tenants Legal Expenses insurer specified in your Insurer Schedule
You/Your	The person named on the <i>Policy Certificate</i> , being the individual(s) for whom this insurance provides legal expenses protection. This cover extends to also include any other person who permanently reside with you at the home under your tenancy agreement (including any children or foster children). This does not include lodgers or any other tenants that are covered under a separate tenancy agreement

TENANTS LEGAL EXPENSES COVER

This section explains the details of **your** cover if **you** have selected Tenants Legal Expenses cover as shown on **your** *Policy Certificate*.

Upon payment of the premium, **we** will provide **you** with cover for the risks identified in the following sections, up to a limit of £100,000 for any one claim, provided that the legal action;

- i. Relates to a cause, event or circumstance which occurs within the **territorial limits**
- ii. Occurred during the period of insurance
- iii. Has been notified to **us** during the period of insurance and as soon as reasonably possible after the **date of event**
- iv. Can be dealt with by a court of competent jurisdiction within the **territorial limits**

In the event of **your** death, **we** will insure **your** personal legal representatives to pursue disputes covered under this policy arising from **your** death.

In order for **us** to accept **your** claim, **we** must deem that there are **reasonable prospects** of success and the claim is **proportionate**.

WHAT IS COVERED	WHAT'S NOT COVERED?
<p>1 THE HOME</p> <p>Legal costs incurred in bringing about legal action due to any infringement of your rights to occupy or own the home, in connection with:</p> <ol style="list-style-type: none">1. Unlawful eviction from the home and any other property occupied by you on a temporary basis, against a landlord following a material breach of a tenancy agreement2. Disputes over the rental or purchase the home3. Infringement or encroachment of your use, enjoyment or rights over the home4. Nuisance or trespass disputes which occur at or in respect of the home	<p>Any claims for physical damage to the home where the amount claimed is less than £100</p> <p>Claims relating to land or buildings which are not your permanent primary residence within the territorial limits</p> <p>Claims relating to any loan agreement, mortgage or any other consumer credit scheme</p> <p>Claims relating to any matter that would be the responsibility of the home owner to pursue under their landlord legal or buildings insurance</p>

WHAT IS COVERED**WHAT'S NOT COVERED?****PERSONAL INJURY****2**

Legal costs incurred in bringing a legal action against a third party following an event which causes personal bodily **injury to you**, or an event which subsequently causes **your** death.

Coroners' Inquests and Fatal Accident Enquiries

Alleged failure to correctly diagnose any medical condition

Any **injury** or psychological injury that occurs gradually or is not caused by a sudden, specific event

Any claims caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent bodily **injury**

Any claim relating from **your** death where **your appointed representative** has failed to keep to the terms and conditions of the policy

SERVICES & PERSONAL BELONGINGS**3**

Legal costs incurred in bringing a claim or beginning **civil proceedings** against a third party or organisation for:

1. any **physical damage** to personal belongings owned by **you** at the **home**
2. the purchase, hire, lease or sale of any personal or private goods or the provision of services for **your** private or personal use

Any claims made in respect of any motor vehicle owned, used by, hired or leased to **you**

The settlement payable pursuant to any insurance or other policy

Any claim where the amount in dispute is less than £100

WHAT IS COVERED

WHAT'S NOT COVERED?

EMPLOYMENT

4

Legal costs incurred in the pursuit of civil proceedings against **your** employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996, including but not limited to:

1. unfair dismissal
2. minimum wage disputes
3. infringement of trade union rights
4. the right to request flexible working
5. discrimination on any grounds including but not limited to gender, sexual orientation, race or religion, maternity, paternity or parental leave

Where **your** employment status is not that of an employee

Any claim brought outside of the employment tribunal (e.g. county court or high court)

Fines, penalties or damages which **you** are ordered to pay by a court, tribunal or other authority

Any claim relating to **your** employer's disciplinary hearings or internal grievance procedures

Any claims relating to a settlement agreement whilst **you** are still employed

Any claim where trade union cover is already in place covering the intended claim

5

Legal costs incurred in defending **your** legal rights in the following circumstances arising out of **your** work as an employee:

1. prior to being charged when dealing with the police or Health and Safety Executive or anybody else with the power to prosecute
2. in a civil action brought against **you** for compensation under Section 13 of the Data Protection Act 1998
3. for **civil proceedings** brought against **you** under legislation for unlawful discrimination

Any claims in respect of parking or obstruction offences

Where **your** employment status is not that of an employee

Fines, penalties or damages which **you** are ordered to pay by a court, tribunal or other authority

Your use of a motor vehicle for which **you** do not hold a valid licence or valid motor insurance

TAX

6

We will represent **you** in any appeal proceedings following a full enquiry into **your** personal income tax position by HM Revenue & Customs. This cover only applies if **you** have:

- maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty
- provided all information that HM Revenue & Customs reasonably required

Claims where deliberate misstatements or omissions have been made to the authorities

Claims where the Special Investigations Section, Special Civil Investigations or Prosecution Office is investigating **your** tax affairs

Claims for accountancy fees which relate to **your** business, trade or profession

Claims in respect of income or gains which have been under declared because of false representations or statements by **you**

WHAT IS COVERED	WHAT'S NOT COVERED?
MOTOR OFFENCES	
<p>7 Legal costs incurred in defending your legal rights following an insured event, which results in criminal proceedings being brought against you for an offence relating to your ownership or use of a motor vehicle</p> <p>Cover includes costs in respect of pleas in mitigation, provided that there are reasonable prospects that a plea will materially affect the outcome</p>	<p>Any claims made in respect of parking or obstruction offences, for which you receive no penalty points against your licence</p> <p>Any claims made when you have been driving or riding a motor vehicle without valid motor insurance or a valid driving licence</p> <p>Any claims made, when you qualify for legal aid</p> <p>Any claim arising from or associated with your driving under the influence of alcohol and/or drugs</p>
JURY SERVICE	
<p>8 Your net salary or wages, less any amount payable by the court or which is recoverable from your employer, for the time that you are absent from work on jury service. The amount we will pay will not exceed £100 per day and is subject to a maximum of £1,000 in total</p> <p>We will calculate the amount payable based on the duration of your unpaid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of your total annual pay. Where you work part-time, the amount payable will be reduced on a pro-rata basis</p>	<p>Any claim where you are unable to evidence your loss of earnings</p>
PROBATE	
<p>9 The insurer will provide cover in respect of legal costs incurred in bringing a legal action in respect of a probate dispute involving the will of your deceased parents, grandparents, children, stepchildren or adopted children where you are contesting as a beneficiary</p>	<p>Any claim in respect of a dispute where a will has not previously been made, or concluded, or cannot be traced</p> <p>The negligent drafting of a will</p> <p>Any claim relating to a dispute concerning the funeral service of the deceased</p> <p>Any claim where the financial benefit to you is less than £10,000</p>

GENERAL CONDITIONS APPLICABLE TO THIS TENANTS LEGAL EXPENSES SECTION

These conditions are in addition to the conditions applying to the whole policy beginning on page 34.

1. Claims

- a. **You** will give notice to **us** during the period of insurance and as soon as reasonably possible of an insured incident
- b. All **legal costs, disbursements** and any other costs may only be incurred with **our** prior written consent
- c. **Legal costs** will not be paid on an interim basis throughout a claim, **we** do however have the right to review **legal costs** through a claim;
- d. All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably
- e. **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so
- f. **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action
- g. If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, **we** will not be liable for any further costs incurred
- h. **You** must not withdraw from any claim without **our** prior permission to do so. If **you** withdraw from a claim without permission, **we** will immediately withdraw cover and **we** will not be required to pay for any **legal costs**. **You** will be responsible for all **legal costs** incurred by the **appointed representative** up until the point of the withdrawal of **your** claim
- i. In some circumstances, where **we** decide it is appropriate, **we** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and **we** will not be liable for any further costs incurred

2. Appointed representative

- a.i. Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy
- ii. Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**
- iii. If there is any dispute over **your** choice of **non-panel solicitor** **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with general condition 4
- b. If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion
- c. The **appointed representative** will have direct contact with **us** and must fully cooperate with **us** at all times, and must cooperate with **your** representative, providing all necessary information and assistance to them as required
- d. Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **appointed representative's** file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Counsel's opinion

We may at any time (which may include before cover is confirmed under this policy), where reasonable and necessary, require a barrister's opinion on the **reasonable prospects of your** claim being successful and **proportionate**.

Where a barrister's opinion is required this will be at **your** own expense. If the opinion shows that **your** claim has **reasonable prospects** then the cost will be covered under this policy. The barrister selected must be independent and mutually agreed by **you** and **us**.

4. Arbitration & mediation clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed, then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

5. Statutory regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that we both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by government departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

6. Severability clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or

unenforceability, all other terms will remain in full force and effect.

7. Acts of parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

GENERAL EXCLUSIONS APPLICABLE TO THIS TENANTS LEGAL EXPENSES SECTION

These exclusions are in addition to the exclusions applying to the whole policy beginning on page 37.

1. Any claim:
 - i. where the amount being claimed is less than £100
 - ii. that is not notified to **us** as soon as is reasonably possible after the date of event when the claim may be prejudiced by late notification
 - iii. that is not notified to **us** during the period of insurance
 - iv. where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim, written confirmation will be required to this effect)
 - v. if at the time a claim is made by **you** under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this
2. The balance of any **legal costs** incurred before **we** have given **our** written acceptance of **your** claim, or before the inception date of this policy
3. No cover under this policy will be provided where **your** claim is not **proportionate**
4. Any **legal costs** of any **appointed representative**, other than a **Panel Solicitor**, prior to the issue of **civil proceedings** or a conflict of interest arising
5. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors
6. Any dispute arising from a contract entered into prior to the inception of this legal expenses policy, with the exception of contracts of employment, where the cover and exclusions noted in Employment Section 4 on page 27 will apply
7. The balance of **legal costs** in excess of what has previously been agreed
8. Any claim that arises as a result of a deliberate action by **you**
9. Any **legal costs** relating to any event giving rise to a claim or leading to **civil proceedings** which is not identified in sections 1-5 of the Cover section of this policy, including but not limited to:
 - i. divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between **you** and any other member of **your** family or household
 - ii. any shareholding, directorship or partnership, or other commercial interest
 - iii. libel or slander or allegations which will or may harm **your** reputation
 - iv. any computer, electric or electronic error
 - v. any form of structural alteration to the **home** or any buildings forming part of it, for example an adjoining garage. Minor alterations are covered, as long as no works affect the structural integrity of the **home**
 - vi. any motor vehicle owned by **you** or anyone associated with **you**, or any incidents relating to road traffic accidents, except under Personal Injury Section 2 of the Cover section of this policy on page 26 where **you** are injured as a pedestrian or cyclist
 - vii. any **legal costs** incurred in any appeal proceedings unless **we** agreed to cover the original claim, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal
 - viii. fines, penalties or damages that **you** are ordered to pay by court, Tribunal or other authority, or;
 - ix. leases, licences, tenancies and disputes between landlord and tenant
10. **We** will not offer any protection under this insurance contract for any defence of legal matters brought against **you** by a third party
11. Any dispute whatsoever arising between **you** and **us** or **your** insurance broker, other than the cover provided under the Arbitration & Mediation Clause of this policy on page 30
12. Any claims for disputes or professional negligence against the **appointed representative** resulting from a current or previous claim under this policy. Please refer to the 'what you should do if you have a complaint' section of this policy on page 39

13. Any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy
14. Claims arising from or associated with **your** business, trade or profession or any other commercial venture
15. Any party legally acquiring the **home** from **you**, or restriction/controls placed on the **home** by governmental or public/local authorities (except for accidental **physical damage**)
16. Judicial review
17. Proceedings before, or referred to the European Court of Justice or the European Court of Human Rights
18. In order for **us** to accept **your** claim, **we** must deem that there are **reasonable prospects** of success
19. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, **we** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**

LEGAL ADVICE HELPLINE

Your direct line to a dedicated legal specialist, who will provide free advice on personal legal matters arising in the United Kingdom and member states of the European Union.

This service is available 24 hours a day, 7 days a week, all year round.

The number to call for the legal advice helpline can be found on **your** *Insurer Schedule*.

After receiving general legal advice from this helpline, further advice or legal assistance may be required in relation to **your** specific issue. If this is required, there will be a cost for any additional assistance or advice. This cost may be covered if **you** have selected Tenants Legal Expenses cover, however if **you** do not have cover in place, **you** will need to pay for this advice and/or assistance.

To help monitor service standards, telephone calls to the helpline may be recorded.

CONDITIONS APPLYING TO THE WHOLE POLICY

These are the conditions of the insurance that apply to all sections of **your** policy, which **you** and **your household** will need to meet as **your** part of this contract. If **you** don't, a claim may be rejected, or payment could be reduced. In some circumstances **your** policy might be invalid.

There are additional conditions of insurance that specifically relate to the Tenants Legal Expenses section which can be found on pages 29 & 30.

1. Taking care

You and **your household** must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

2. Changes in your circumstances

You must tell Paymentsshield as soon as **you** are aware of any of the following changes:

- **You** are going to move home permanently
- The **home** is going to be **unoccupied**
- The number of bedrooms in the **home** has changed
- The value of **your contents** has increased, and **your** sums insured are no longer sufficient
- **You** or any member of **your household** receives a conviction or has a pending prosecution for an offence. There is no need to tell Paymentsshield about driving offences or any offences which are spent under the Rehabilitation of Offenders Act 1974
- Any part of the **home** is going to be used for trade, professional or business purposes. There is no need to tell Paymentsshield about trade, professional or business use if:
 - The trade, professional or business use is only clerical: and
 - **You** do not have staff employed to work from the **home**; and
 - **You** do not have visitors to the **home** in connection with **your** trade, profession or business, and

- **You** do not keep any business **money** or stock in the **home**

We may reassess **your** cover and premiums when told about changes in **your** circumstances. If **you** do not tell Paymentsshield about changes, provide full answers and relevant details, give correct information or answer questions honestly or to the best of **your** knowledge, **we** may turn down a claim, increase **your** premium, reduce a claim payment or **you** may find that **you** do not have any cover and **your** policy may be cancelled or treated as if it never existed. In some circumstances **your** policy might be invalid and **you** may not be entitled to a refund of premium.

3. Misrepresentation

If **you** or anyone representing **you**:

- provides misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance
- provides deliberately misleading information to obtain cover, gain a cheaper premium or more favourable terms
- provides **us** with false documents
- makes a fraudulent payment by bank account and/or card

We may:

- agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge
- reject a claim or reduce the amount of payment
- cancel or void **your** policy (treat as if it never existed), including all other policies which **you** have with **us** and apply a cancellation charge

Where fraud is identified **we** may also:

- not return any premium paid by **you**
- recover from **you** any costs **we** have incurred
- pass details to fraud prevention and law enforcement agencies who may access and use this information

4. Fraud

If **you**, a member of **your household** or anyone acting on **your** behalf:

- a. makes any false or fraudulent claim
- b. makes any exaggerated claim
- c. makes a claim for loss or damage which the insured or anyone acting on the insured's behalf deliberately caused

We will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **you** any sums that **we** have already paid in respect of the claim

We will also notify **you** if **we** will be treating the policy as having terminated. The policy will be terminated with effect from the date of the earliest of any acts set out in points a-c above. In that event, **you** will:

- have no cover under the policy from the date of termination; and
- not be entitled to any refund of premium

5. Transferring your interest in the policy

You cannot transfer **your** interest in this policy to anyone else without **our** written permission.

CLAIMS CONDITIONS

These are the claims conditions **you** and **your household** will need to keep to as **your** part of this contract. If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your** policy may be invalid.

When an incident occurs which may result in a claim **you** should also read the information on Making a Claim on page 8.

6. What you must do

If **you** or **your household** are the victim of theft, riot, a malicious act or vandalism or lose something away from the **home**, tell the police as soon as possible upon discovery and ask for a crime reference number, then tell **us** as soon as **you** can.

If someone is holding **you** or any of **your** household responsible for an injury or any damage, **you** and **your household** should not admit responsibility. Give **us** full details in writing as soon as **you** can and any claim form, application notice, legal document or other correspondence sent to **you** or **your household** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

You should also:

- do all **we** reasonably ask **you** to do to get back any lost or stolen property
- not throw away any damaged items before **we** have had a chance to see them

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates of lost or damaged items
- For damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond economic repair

7. Your rights and responsibilities

We may need to get into the **home** to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon the property to **us**.

You must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim
- start legal action to get compensation from anyone else
- start legal action to get back from anyone else any payments that have already been made

You must provide **us** with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- Ask **you** to get estimates for repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert - their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible

8. Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

EXCLUSIONS APPLYING TO THE WHOLE POLICY

These exclusions apply to all sections of **your** policy.

If **you** have selected Tenants Legal Expenses cover, these will apply to that section of cover in addition to the tenants legal expenses exclusions outlined on pages 31 & 32.

This insurance does not cover:

Radioactive contamination

Any claim or expense of any kind caused directly or indirectly by:

- Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
 - The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
-

War risks

Any loss or damage caused by any sort of war, invasion or revolution

Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism

For the purpose of this exclusion terrorism means the use or threat of use of biological, chemical, radiological and/ or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government(s) or put any section of the public in fear

Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound

Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident; or
- oil or water escaping from a fixed oil or water installation; and
- which was not the result of an intentional act; and
- which occurs during any period of insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Rot	Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials
Events before the insurance starts	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the period of insurance starts
Illegal activities	Any direct or indirect loss or damage to the home or its contents as a result of the property being used for illegal activities
Fraudulent payment	Loss or damage to items where that item is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason
Computer viruses	Loss, damage or liability arising directly or indirectly from computer viruses
Associated claim costs	Your costs in preparing, proving, agreeing or negotiating your claim
Any other costs	Any costs incurred without our approval or permission
Wear and tear	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration

CANCELLATION & COMPLAINTS

YOUR CANCELLATION RIGHTS

You can cancel **your** policy by calling or writing to Paymentsshield on the details shown on **your** *Policy Certificate* and *Insurer Schedule*.

If **you** cancel within the first 14 days **you** may cancel the policy back to the start date without charge with a full refund, unless **you** have made a claim during this period.

If **you** wish to cancel the policy after the first 14 days **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** have received cover and there may also be an additional cancellation charge which will be shown on **your** *Premium Breakdown*. If **you** have made a claim and **you** choose to cancel **your** policy **you** will not be entitled to a refund of premium. If **you** pay by direct debit and want to cancel **your** policy after making a claim, then **you** will need to pay any outstanding premium.

OUR CANCELLATION RIGHTS

We or Paymentsshield may cancel this policy by sending 7 days' notice to **your** last known address. **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. If **you** have made a claim, made a misrepresentation or committed fraud, **you** may not be entitled to a refund of premium.

We or Paymentsshield can cancel **your** policy for any of the following reasons:

- failure to meet the terms and conditions of the policy
- failure to cooperate with **us** when making a claim
- suspected fraud or misrepresentation
- changes to the policy that **we** are unable to cover
- failure to pay the premium or any premium instalments

Where Paymentsshield have been unable to collect a premium payment, they will contact **you** in writing requesting payment by a specific date and informing **you** that if payment is not received by this date **your** policy will be cancelled. **You** will receive a minimum of 7 days from the date of the missed premium to rectify this before cancellation takes place. If Paymentsshield does not receive payment by the specified date, they will write to **you** again notifying **you** that payment has not been received and that cancellation has taken place.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. For further information please contact the Financial Services Compensation Scheme.



10th Floor, Beaufort House
15 St Botolph Street
London, EC3A 7QU



0800 678 1100
0207 741 4100



enquiries@fscs.org.uk

WHAT YOU SHOULD DO IF YOU HAVE A COMPLAINT

Please refer to **your** *Insurer Schedule* included in **your** policy documentation which outlines the complaints process.

If **you** remain dissatisfied with the response or 8 weeks have elapsed from the date **your** complaint was received, **you** may be eligible to refer **your** complaint free of charge to the Financial Ombudsman. **You** must do so within six months of the final complaint resolution letter.

The Financial Ombudsman can be contacted using the contact details below:



The Financial Ombudsman Service
Harbour Exchange House
Exchange Tower
London
E14 9SR



0300 1239 123
0800 0234 567



complaint.info@financial-
ombudsman.org.uk



www.financial-ombudsman.org.uk

ONLINE DISPUTE RESOLUTION

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to <http://ec.europa.eu/odr>

A GUIDE TO DIRECT DEBIT PAYMENTS

(this section does not form part of the policy conditions)

The premium for your policy is collected by monthly Direct Debit from your bank account.

We can accept your instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction you have given us
- Electronically (if collected by your intermediary) or through the internet



THE DIRECT DEBIT GUARANTEE

- This Guarantee is offered by all Banks and **Buildings** Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Paymentshield will notify you normally 10 working days in advance of your account being debited or as otherwise agreed
- If an error is made by Paymentshield or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to Paymentshield.

PAYMENTSHIELD

FAIR PROCESSING NOTICE

The privacy and security of your information is important to us. This notice explains who the administrator Paymentshield is, the types of information Paymentshield hold, how Paymentshield use it, who Paymentshield share it with and how long Paymentshield keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. Paymentshield will update this notice as required and at least annually (every December). Therefore, it is suggested you revisit this notice every December to keep yourself informed. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

WHO ARE PAYMENTSHIELD?

Paymentshield Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services provided to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 1 Minster Court, Mincing Lane, London, EC3R 7AA. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

WHAT INFORMATION DO PAYMENTSHIELD COLLECT?

To enable Paymentshield to provide you with the right product or service to meet your needs (or to handle a claim) Paymentshield will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

Paymentshield may need to request and collect sensitive personal information such as details of convictions or medical history to provide you with the product or service or to process a claim.

Paymentshield only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. Paymentshield will therefore not seek your explicit consent to process this information as it is required by them to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then Paymentshield will be unable to offer you that product or service.

HOW DO PAYMENTSHIELD USE YOUR PERSONAL INFORMATION?

Paymentshield will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

Paymentshield may also take the opportunity to

- Contact you about products that are closely related to those you already hold
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to their websites

Only where you have provided Paymentshield with consent to do so, Paymentshield may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time Paymentshield will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). Paymentshield

are fully committed to Ofcom regulations and have strict processes to ensure PaymentShield comply with them.

To ensure the confidentiality and security of the information held, PaymentShield may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

PaymentShield may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

SECURING YOUR PERSONAL INFORMATION

PaymentShield follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

PaymentShield store all the information that you provide to them, including information provided via forms you may complete on their websites, and information which they may collect from your browsing (such as clicks and page views on their websites).

Any new information you provide may be used to update an existing record PaymentShield hold for you.

WHEN DO PAYMENTSHIELD SHARE YOUR INFORMATION?

To help PaymentShield prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification

of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. PaymentShield will never make a search that leaves a record on your credit history without informing you first.

PaymentShield may use firms involved in financial management regarding payment.

PaymentShield may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

PaymentShield will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where they have your consent to do so.

The data collected about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for PaymentShield or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If PaymentShield provide information to a third party they will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

PaymentShield may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

PaymentShield may also share your information with anyone you have authorised to deal with them on your behalf.

HOW LONG DO PAYMENTSHIELD KEEP YOUR INFORMATION FOR?

PaymentShield will not keep your personal information longer than is necessary for the purpose for which it was provided unless they are required by law or have other legitimate

reasons to keep it for longer (for example if necessary for any legal proceedings).

Paymentshield will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, Paymentshield will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract has ended.

YOUR RIGHTS

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access - You may reasonably request a copy of the information Paymentshield hold about you. [ICO guidance](#)
- Erasure - Where Paymentshield have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#)
- Paymentshield may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#)
- Marketing - If you wish to inform Paymentshield of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from them.

If you are unhappy about the way Paymentshield have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

paymentshield.co.uk

The Administrator for this insurance policy is Paymentshield Limited. Paymentshield Limited is authorised and regulated by the Financial Conduct Authority under Registration No. 312708.

You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768. Paymentshield and the Shield logo are registered trademarks of Paymentshield Limited.

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