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Personal Possessions Insurance Policy Wording

YOUR PERSONAL POSSESSIONS POLICY

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YOUR PERSONAL POSSESSIONS POLICY

This document forms part of **your** personal **possessions policy** and should be read in conjunction with **your schedule**. **Your schedule** indicates the **sum insured** for **personal possessions** with any optional covers chosen. **Your** policy tells **you** exactly what is and what is not covered and how **We** will settle claims and other important information.

COVER PROVIDED

You need to be aware that all contracts of insurance are subject to certain exclusions and conditions. It is therefore essential that **you** are fully aware of what is and what is not covered. **We** have set out 'what is covered' to the left of each page and 'what is not covered' to the right. **We** have listed words with special meanings under 'definitions' on pages 3-6; they are printed in **bold type** whenever they appear in the policy.

There are also some general conditions and exclusions which apply to all sections of **your** policy and **We** have listed these on pages 30-32.

There are conditions of the insurance that **you** will need to meet as **your** part of this contract. The conditions set out when **We** would cancel **your** policy (Page 30) and when **you** must tell **Us** of a change of address (Page 31). Please take the opportunity to read the Policy Conditions.


SECTIONS OF YOUR POLICY, WHICH APPLY TO YOU

The sections that apply to **you** are shown on **your schedule**. **Your schedule** indicates the **sum insured** for **personal possessions**, specified items and computer equipment together with any optional covers chosen and additional special terms which may apply.

You must read **your** personal **possessions policy**, **schedule** and any **endorsements** together to ensure that the cover meets **your** requirements and that the details are correct. If they are not **you** MUST contact **Us** immediately. **Your** personal **possessions policy**, **schedule** and any **endorsements** are the basis of the contract between **you** and **Us** - please keep them in a safe place.

INSURERS

This Policy Document and **your Policy Schedule** have been arranged on behalf of Cover4tenants.com, which is a trading style of UK & Ireland Insurance Services (Online) Limited, by Avid Insurance Services Limited in its capacity as **our** agent under contract reference B6839P08068FAA. In exchange for **your** payment of the premium referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by
(Stephen Gibson, Managing Director)
Authorised signatory of Avid Insurance Services Limited
20 St Dunstan's Hill
London
EC3R 8HL

UK & Ireland Insurance Services (Online) Limited is authorised & regulated by the Financial Conduct Authority. Firm Number: 312248. This can be checked by visiting the FCA's website at www.fca.org.uk

For cover sections 1 - 3 and 5 - 16, this insurance is underwritten by Canopius Managing Agents Limited. Canopius Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopius Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

For cover section 4 only, this insurance is administered by Legal Insurance Management Limited and underwritten by Royal & Sun Alliance Insurance plc.

LAW APPLICABLE TO CONTRACT

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

CANCELLATION

We hope that **you** are happy with the cover this policy provides. However, if after reading this document and **your schedule**, this insurance does not meet with **your** requirements, please return it to cover4tenants.com within 14 days of the start date, or if later, within 14 days of the date **you** receive this document and **your schedule** and providing **you** have not made a claim and do not intend to make a claim, **we** will refund **your** premium in full.

You can cancel after the 14 day 'cooling-off' period and **you** may be entitled to a proportional refund of **your** premium, less an administration fee. Please see General condition 5 on page 30.

SEVERAL LIABILITY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

GUIDANCE WHEN MAKING A CLAIM

Claim Notification

Conditions that apply to the policy and in the Event of a claim are set out in **your** policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require **you** to provide **Us** with any assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. **We** may however request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instructions booklets or photographs, bank or credit card statements or utility bills.
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **We** have asked **you** for specific information relevant to **your** claim **We** will pay for any reasonable expenses **you** incur in providing **Us** with the above information.

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.

Preferred Suppliers

We take pride in the claims service **We** offer to **Our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **We** consider it appropriate, and **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **We** can offer repair or replacement through a preferred supplier but **We** agree to pay **Our** customer a cash settlement, then payment will normally not exceed the amount **We** would have paid **Our** preferred supplier.

DEFINITIONS

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print**. We have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
<p>Accident / Accidental This means a sudden, unexpected unusual specific Event, which occurs at a definable time and place.</p>	
<p>All Risks Accidental loss of or damage to personal possessions anywhere within the United Kingdom.</p>	
<p>Bodily Injury Is sustained by the Insured Person during the period of insurance is caused by an accident and occasions the disablement of the Insured Person within twelve calendar months from the date of the accident.</p>	
<p>Credit Card(s) Credit, cheque, charge and cash dispenser cards all belonging to you solely for private use.</p>	
<p>Desktop Computer Equipment Your monitor, hard drive, mouse, keyboard, printer, and accessories up to £150 in total including preloaded computer software.</p>	<ul style="list-style-type: none"> • Equipment used for business purposes. • Loss or erasure of, or any damage, distortion or corruption to records, data programs and software. • Indirect loss of any kind. • Laptop & portable computers.
<p>Disablement Means physical incapacity that entirely prevents you from engaging in paid employment.</p>	
<p>Doctor A registered Medical Practitioner in the United Kingdom or any other physician acceptable to Us.</p>	
<p>Endorsement A change of your details or cover, which appears on your schedule and forms part of your possessions policy.</p>	
<p>Excess The first part of any claim you must pay. If claims are made under two or more sections for loss or damage resulting from the same cause at the same time only one excess will be deducted from the total amount of the claim payment. In this case the highest excess will apply.</p>	
<p>Forcible and Violent Entry Forcible and violent entry or exit to or from your accommodation, which is evident by damage to the building at the point of entry/exit.</p>	
<p>Heave Upward and/or lateral movement of the site on which the insured address stands caused by swelling of the ground.</p>	
<p>Infectious or contagious disease Any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.</p>	

DEFINITIONS *Continued*

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print**.

We have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
<p>Insured Address The house or flat at the address shown on your schedule used for domestic and clerical business purposes only.</p>	
<p>Landslip or Landslide Downward movement of sloping ground.</p>	
<p>Laptop & Portable Computers Includes all small hand held or lap held computers defined as but not limited to laptop's, palmtop, PDA's, i-pads & tablets</p>	<ul style="list-style-type: none"> • Desktop computer equipment. • Games consoles.
<p>Money Coins or bank notes in current circulation, cheques, traveller's cheques or banker's drafts. Postal or money orders, gift vouchers, current postage stamps that are not part of a stamp collection. Saving certificates, premium bonds or saving stamps. Luncheon vouchers, trading stamps, telephone cards, current travel or other tickets with a fixed monetary value all belonging to you.</p>	<ul style="list-style-type: none"> • Securities, promotional vouchers, lottery and raffle tickets and Avios vouchers. • Money used or held for business purposes.
<p>Occupied Your insured address is left unoccupied for no more than 30 consecutive days.</p>	
<p>Period of Insurance As shown in your schedule.</p>	
<p>Personal Possessions All household goods and clothing belonging to you or household goods rented to you for which you are legally responsible under a written agreement making you responsible for insuring them.</p>	<ul style="list-style-type: none"> • Caravans, boats, motor vehicles, trailers, vessels, aircraft, surf & sailboards and their respective parts or accessories. • Mobile phones their accessories and related costs. • Securities or documents of any kind. • Living creatures. • Personal possessions used for business purposes. • Pedal cycles and accessories. • Property more specifically insured by this or another policy. • Desktop computer equipment and accessories. • Laptop & portable computers and accessories. • Contact lenses. • Money and credit cards.
<p>Possessions Policy This comprises of your policy booklet, your schedule and any endorsements.</p>	
<p>Pre-existing medical condition Any condition, injury, illness, disease or related conditions and/or associated symptoms, whether diagnosed or not, which in the 12 month period immediately prior to the start of insurance: <ul style="list-style-type: none"> • you knew about, or should reasonably have known about, or • you had seen, or arranged to see, a doctor about. </p>	
<p>Replacement Value The cost of replacing items as new, except for clothing, household linen and rented household goods, where a deduction is made for wear and tear.</p>	

DEFINITIONS *Continued*

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print**. We have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
Schedule The document detailing the sections of your possessions policy, which states your sums insured and any special terms and conditions which, may apply.	
Sickness Means your sickness , which declares itself during the period of insurance and causes your disablement within twelve months of declaring itself.	
Single Article Limit The limit that applies to any individual item insured.	
Subsidence Downward movement of the site on which the insured address stands by a cause other than the weight of the buildings themselves.	
Sum Insured The amount stated for each section of cover as shown in your schedule or notified to you at renewal.	
United Kingdom England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.	
Unoccupied Where you have not stayed in the insured address for 30 consecutive days or more prior to a loss being discovered.	
Valuables Any article of gold, silver or other precious metal, jewellery, pearls or gemstones. Watches or clocks. Works of art, pictures and curios. Collections of stamps, coins, bank notes or medals. Furs or leather jackets. Musical instruments.	

DEFINITIONS *Continued*

Any word defined below will have the same meaning wherever it is shown in **your** policy in **bold print**.
We have listed the definitions in alphabetical order.

DESCRIPTION	EXCLUSIONS
<p>We / Us / Our For cover sections 1 - 3 and 5 - 16, this insurance is underwritten by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopius Managing Agents Limited's registered office is Gallery 9, One Lime Street, London EC3M 7HA. Registered Number: 01514453.</p> <p>For cover section 4 only, this insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.</p>	
<p>You / Your / The Insured The person named as the policyholder in your schedule.</p>	

SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS

Your **schedule** will show whether you have cover under this section and the **sum insured** and specified items applicable.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for loss or damage to your personal possessions by the following causes, whilst they are in the insured address when the insured address is occupied.</p>	<ul style="list-style-type: none"> The excess shown in your schedule.
Fire	<ul style="list-style-type: none"> Loss or damage caused by scorching without a fire actually starting.
Explosion, lightning, or earthquake	
Smoke	<ul style="list-style-type: none"> Loss or damage caused by smog, agricultural or industrial operations or anything, which happens gradually.
Storm or flood	<ul style="list-style-type: none"> Loss or damage caused by dampness or condensation. Loss or damage to personal possessions left in the open.
<p>Subsidence or heave of the site on which the insured address stands or landslip or landslide.</p>	<ul style="list-style-type: none"> Loss or damage caused by coastal or river erosion. Loss or damage caused by bedding down of new structures or settlement of newly made up ground. Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials, which form part of the insured address. Any claim for which compensation is provided by another source. Loss or damage resulting from demolition or structural repairs or alterations to the insured address. Loss or damage caused because solid floors have moved unless the foundations of the outside walls are damaged at the same time and by the same cause. Loss or damage caused by or from faulty workmanship or materials or poor or faulty design.
<ul style="list-style-type: none"> Escape of oil from any fixed domestic heating installation. Escape of water from any washing machine, dishwasher, refrigerator or freezer, fixed domestic water or heating installation or fixed fish tank. 	<p>Loss or damage:</p> <ul style="list-style-type: none"> Occurring when the insured address is unoccupied. To the component or appliance from which the water or oil escapes.
Theft or attempted theft	<ul style="list-style-type: none"> Theft from an unattended motor vehicle. Loss or damage caused by you or anyone who lives with you. Loss or damage occurring when the insured address is unoccupied unless shown on your schedule.
Impact within the insured address involving a vehicle, train or animal.	<p>Damage caused by:</p> <ul style="list-style-type: none"> Domestic pets for which you are responsible; Insects or vermin.
Impact within the insured address involving an aircraft or aerial device or anything falling from them.	
<p>Replacement of locks</p> <p>We will pay for the cost of replacing keys and locks to an external door at the insured address following damage resulting from burglary.</p>	<ul style="list-style-type: none"> The maximum amount payable is £500 The excess shown in your schedule.

SECTION 1: PERSONAL POSSESSIONS WITHIN THE INSURED ADDRESS *Continued*

Your **schedule** will show whether **you** have cover under this section and the sum insured and specified items applicable.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Possessions temporarily away from the insured address We will pay for loss of or damage to your personal possessions by an insured Event while temporarily removed from the insured address to:</p> <ul style="list-style-type: none">• Any occupied private dwelling.• Any other building where you are temporarily residing.	<ul style="list-style-type: none">• The maximum amount payable is £500.• Any loss resulting from theft unless following forcible and violent entry.• Any loss or damage occurring outside the United Kingdom.• The excess shown in your schedule.• Loss or damage while your personal possessions are in storage.• Anything under 'what is not covered' paragraphs for any other cause.
<p>Liability for rented household goods We will pay for all sums, which you become legally liable to pay following loss or damage by an insured Event to household goods (other than telephones) rented under the terms of a formal rental agreement while in the insured address.</p>	<ul style="list-style-type: none">• Any loss unless you are named as the party responsible for the rented goods on the rental agreement with the company concerned.• Any claim in excess of that stated on a 'written down valuation' acceptable to Us and supplied from the central accounts office of the rental company concerned.• Any liability assumed by you for any part of a third party's contractual liability whether based upon contribution towards rent or otherwise.• Any loss or damage occurring away from the insured address.• Any loss unless supported by the original rental agreement.• The excess shown in your schedule.

SECTION 2: DESKTOP COMPUTER EQUIPMENT | ACCOMMODATION ONLY

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay up to the amount shown in your schedule for loss of or damage to your desktop computer equipment caused by any of the insured events under section one whilst in the insured address when the insured address is occupied.</p>	<ul style="list-style-type: none">• The excess shown in your schedule• Property used for business purposes.• The cost of replacing data and software, which has not been purchased commercially.• Customs or other official body confiscating your belongings.• Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown and anything, which happens gradually.

SECTION 3: CRIMINAL ASSAULT

Cover only applies if shown in **your schedule**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay up to the amount shown in your schedule in any one period of insurance in respect of cost necessarily incurred by you as a direct result of a criminal assault.</p>	<ul style="list-style-type: none">• Any incident not notified to the police within 24 hours and recorded as a criminal assault.

SECTION 4 : LEGAL EXPENSES

Cover only applies if shown in **your schedule**.

Definitions

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. We have listed the definitions in alphabetical order.

Agent

The *Agent* appointed by the Coverholder to transact this Insurance with **you**.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by *Us* under the terms and conditions of this policy to represent **your** or an *Insured Person's* interests.

Claim Limit

The amount *We* will pay in respect of any one claim and the total amount payable within any one *Period of Insurance* as shown in **your schedule**.

Court

A *Court*, tribunal or other competent authority.

Event

The initial *Event*, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for *Professional Fees* and/or payment of benefit under this policy.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Insured Person

- a) **You**.
- b) The husband or wife of **you**, or **your** partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) **Your** children and parents, normally resident in the *Home*.

Legal Proceedings

When formal *Legal Proceedings* are issued against an opponent in a Court of Law.

Insurer

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

Period of Insurance

The *Period of Insurance* shown in **your schedule**.

Professional Fees

Legal and accountancy fees and costs including disbursements properly incurred by the *Authorised Professional*, with *Our* prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with *Our* consent in pursuit of a civil claim in the *Territorial Limits* arising from an insured *Event*. *Professional Fees* will include VAT where it cannot be recovered.

Standard Professional Fees

The level of *Professional Fees* that would normally be incurred by *Us* in using a nominated *Authorised Professional* of *Our* choice.

Territorial Limits

The **United Kingdom**.

Time of Occurrence

Civil Cases - when the *Event* occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an *Insured Person* commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

The *Insurer* and/or Legal Insurance Management Ltd.

SECTION 4: LEGAL EXPENSES

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Personal Injury Pursuing a civil claim for damages in respect of the injury or death of an <i>Insured Person</i> caused by negligence.</p>	<ul style="list-style-type: none"> • Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products). • Any claim arising from a stress or psychological related condition. • Any claim relating to the extended use of artificial tanning equipment. • A claim falling within the Small Claims Track limits. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 12.
<p>Consumer Disputes Pursuing or defending claims arising out of a contract entered into by or on behalf of an <i>Insured Person</i> for:-</p> <ol style="list-style-type: none"> 1. Obtaining services. 2. The purchase, hire, hire–purchase or sale of any personal goods. <p>Claims within Small Claims Court Limits The payment of appropriate experts and Court fees together with assistance provided by <i>Our</i> own in-house legal advisors to construct your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.</p> <p>Claims above Small Claims Court Limits The payment of <i>Professional Fees</i> incurred by the Appointed Representative appointed by <i>Us</i>.</p>	<ul style="list-style-type: none"> • Any contract entered into by an <i>Insured Person</i> in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy. • Any contract where the dispute arises within the first 90 days of the first <i>Period of Insurance</i> unless you can provide evidence that you had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover. • Any contract under which a sum of money was due and payable more than 180 days before the claim was reported. • Any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the <i>Home</i>. • Any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract. • Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. • Any dispute with local or government authorities. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 12.
<p>Home Rights The pursuit of civil claims: -</p> <ol style="list-style-type: none"> 1. A contract dispute relating to goods or services used in your Home. 2. Loss or damage to:- <ol style="list-style-type: none"> a) goods in the <i>Home</i> owned by or for which an <i>Insured Person</i> is responsible; or b) the <i>Home</i>. 3. An alleged infringement of rights appertaining to the <i>Home</i>. 4. An alleged infringement of your contractual rights causing actual financial loss arising under a tenancy agreement for rented accommodation which is deemed to be your Home. 	<ul style="list-style-type: none"> • Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. • Disputes with local or government authorities. • Disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement other than as detailed in ‘What is Covered - Home Rights’. • Compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property. • Actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works. • A dispute arising within the first 90 days of the first <i>Period of Insurance</i> unless you can provide evidence that you have equivalent cover immediately prior to the original inception of this policy without a break in the period of cover. • Claims relating to material damage covered by another relevant insurance policy. • Mining subsidence. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 12.

SECTION 4: LEGAL EXPENSES

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Employment A dispute with an <i>Insured Person's</i> employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.</p>	<ul style="list-style-type: none"> • Situations where the dispute arises within the first 90 days of the first <i>Period of Insurance</i> unless you can provide evidence that you had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 12.
<p>Criminal Prosecution Defence <i>Professional Fees</i> incurred in the defence of criminal <i>Legal Proceedings</i> brought against an <i>Insured Person</i> as a result or any act or omission or alleged act or omission, including:-</p> <p>a) Police Station Representation <i>Professional Fees</i> incurred in representing an <i>Insured Person</i> at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p>b) Magistrates’ Court Representation <i>Professional Fees</i> incurred in representing an <i>Insured Person</i> at a Magistrates’ Court.</p> <p>c) Crown Court Representation A sum equal to any assessed income based contribution payable by the <i>Insured Person</i> towards <i>Professional Fees</i> incurred under the Crown Court Means Testing scheme.</p>	<ul style="list-style-type: none"> • The defence of any offence of violence, or deliberate and wilful criminal acts or omissions. • Any matter where the <i>Authorised Professional</i> assesses that reasonable prospects of success do not exist. • Any offence relating to a motor bike / vehicle. • <i>Professional Fees</i> required to be paid by an <i>Insured Person</i> in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction. • Assessed income based contributions payable by the <i>Insured Person</i> towards <i>Professional Fees</i> incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity. • Any <i>Professional Fees</i> where the <i>Insured Person</i> fails to: <ol style="list-style-type: none"> a) apply for a Representation Order under the Crown Court Means Testing scheme. b) submit any required information under the Crown Court Means Testing scheme. c) comply with the terms of the Representation Order. d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme. • The defence of any action, enforcement, or recovery of sums payable against an <i>Insured Person</i> under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 12.
<p>Education Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the <i>Insured Person's</i> child or children at the state school of their preference, subject to a <i>Claim Limit</i> of £5,000 any one claim.</p>	<ul style="list-style-type: none"> • Arising where acceptance at the school involves examinations or other selection criteria. • Involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA. • Arising prior to the submission of an application to the school or LEA. • Arising where the LEA's refusal occurred within the first 6 months of the first <i>Period of Insurance</i>. • Where the procedure for appealing against the decision to refuse a place at the school has not been followed. • Where the child has been expelled, suspended or permanently excluded from another school. • For children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday. • Anything which is excluded under the “General Exclusions – Legal expenses section only” on page 12.

GENERAL EXCLUSIONS – LEGAL EXPENSES SECTION ONLY

These are the exclusions, which apply to the Legal Expenses section of **your** policy. **You** should also refer to the specific exclusions shown under each part of the Legal Expenses Option on pages 10-11 and to the general exclusions shown on pages 31-32 of this policy.

This insurance does not cover: -

1. *Professional Fees* incurred: -
 - a) in respect of any Event where the *Time of Occurrence* commenced prior to the commencement of the insurance.
 - b) before *Our* written acceptance of a claim.
 - c) before *Our* approval or beyond those for which *We* have given *Our* approval.
 - d) where **you** fail to give proper instructions in due time to *Us* or to the *Authorised Professional*.
 - e) where **you** are responsible for anything which in *Our* opinion prejudices **your** case.
 - f) if **you** withdraw instructions from the *Authorised Professional*, fail to respond to the *Authorised Professional*, withdraw from the *Legal Proceedings* or the *Authorised Professional* refuses to continue to act for **you**.
 - g) in respect of the amount in **excess** of *Our* Standard *Professional Fees* where **you** have elected to use an *Authorised Professional* of **your** own choice.
 - h) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
 - i) where the *Insured Person* should have realised when purchasing this insurance that a claim under this insurance might occur.
2. The pursuit, continued pursuit or defence of any claim if *We* consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of *Us* or those of the *Authorised Professional*.
4. Appeals unless **you** notify *Us* in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and *We* consider the appeal to have reasonable prospects of success.
5. Any *Professional Fees* and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties **you** are ordered to pay by a *Court*, tribunal or arbitrator.
7. Claims arising from an *Event* occasioned by **your** deliberate act, omission or misrepresentation.
8. Claims arising from: -
 - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
 - c) war terrorism or any like or any associated risk.
 - d) seepage pollution or contamination of any kind.
 - e) pressure waves caused by aircraft or other aerial devices.
9. Any dispute relating to written or verbal remarks which damage **your** reputation.
10. Any *Professional Fees* relating to **your** alleged dishonesty, criminal act, or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence.
11. *Professional Fees* arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.
12. *Legal Proceedings* outside the **United Kingdom** and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
13. A dispute which relates to any compensation or amount payable under a contract of insurance.
14. A dispute with *Us* not dealt with under the Arbitration Condition.
15. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
16. An application for judicial review.
17. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
18. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
19. Any claim arising from a stress or psychological related condition.
20. Disputes between an *Insured Person* and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an *Insured Person's* professional advisors.
21. A claim falling within the Small Claims Track limits (other than as detailed in the "Consumer Disputes" section).
22. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an *Insured Person* including but not limited to any personal guarantee and investment in unlisted companies.
23. *Legal proceedings* between an *Insured Person* and a central or local government authority.
 - a) unless an *Insured Person* has suffered or could suffer pecuniary loss if the *Legal Proceedings* are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
24. Any matter in respect of which an *Insured Person* is entitled to Legal Aid.
25. Any *Professional Fees* incurred in defending or pursuing new areas of law or test cases.
26. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

GENERAL CONDITIONS – LEGAL EXPENSES SECTION ONLY

You will need to meet the policy conditions set out in the 'General Conditions Applicable to **your** Whole Policy' on pages 30-31 as these conditions apply to the whole policy. In addition, for this option **you** must also meet the following conditions.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell *Us* in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing *Our* consent to incur *Professional Fees*.

We will not enter into dialogue or correspond with anyone other than **you** (or with **your** agreement an *Insured Person*) or **your** or the *Insured Person's* personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **you** can satisfy *Us* that there are sufficient prospects of success in pursuing or defending **your** claim and that it is necessary for *Professional Fees* to be paid and **you** have paid the **excess**.

We may require **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or *Legal Proceedings*. If *We* subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim *We* decide that:-

1. **your** prospects of success are insufficient;
2. it would be better for **you** to take a different course of action;
3. *We* cannot agree to the claim

We will write to **you** giving *Our* reasons and *We* will not then be bound to pay any further *Professional Fees* for this claim.

We may limit any *Professional Fees* that *We* will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

1. if *We* consider it is unlikely a sensible settlement will be obtained; or
2. where there are insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively *We* may at *Our* option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the Event that **you** make a claim under this policy which **you** subsequently discontinue due to **you** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the Insurer.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The *Authorised Professional* nominated and appointed by *Us* will act on **your** behalf and **you** must accept *Our* nomination.

If *Legal Proceedings* have been agreed by *Us*, **you** may nominate **your** own *Authorised Professional* whose name and address **you** must submit to *Us*. In selecting **your** *Authorised Professional* **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **you** have elected to use **your** own nominated *Authorised Professional* **you** will be responsible for any *Professional Fees* in **excess** of *Our Standard Professional Fees*.

Conduct of Claim

1. **You** shall at all times co-operate with *Us* and give to *Us* and the *Authorised Professional* evidence, documents and information of all material developments and shall attend upon the *Authorised Professional* when so requested at **your** own expense.
2. *We* shall have direct access at all times to and shall be entitled to obtain from the *Authorised Professional* any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the *Authorised Professional* which may be required for this purpose. **You** or **your** *Authorised Professional* shall notify *Us* immediately in writing of any offer or payment into *Court* made with a view to settlement and **you** must secure *Our* written agreement before accepting or declining any such offer.
3. *We* will not be bound by any promise or undertaking given by **you** to the *Authorised Professional* or by either of **you** to any *Court*, witness, expert, agent or other person without *Our* agreement.

Recovery of Costs

You should take all steps to recover costs and expenses. If another person is ordered, or agrees, to pay **you** all or any costs and expenses, charges or compensation **you** will do everything possible (subject to *Our* directions) to recover the money and hold it on *Our* behalf. If payment is made by instalments these will be paid to *Us* until *We* have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

GENERAL CONDITIONS – LEGAL EXPENSES SECTION ONLY (CONTINUED)

Fraud

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **You**'re unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **Us** at dataprotection@legalim.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the **United Kingdom**.

Arbitration

Any dispute between **you** and **Us**, which is not solved by this policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom **We** both agree. If **We** cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder'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 law of Scotland shall apply. In the Event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Compensation Scheme

The *Insurer* is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it 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 or visit www.fscs.org.uk.

SECTION 5: ACCIDENTAL DAMAGE

Cover only applies if shown in **your schedule**.

WHAT IS COVERED

We will pay up to the amount shown in **your schedule** for **accidental** damage occurring within **your insured address** in respect of:

Audio equipment, camera equipment, computer equipment, games consoles, television, video and DVD players, owned by **you**.

WHAT IS NOT COVERED

- The **excess** shown in **your schedule**.
- The maximum amount payable for single item / group limits stated in the **your schedule** for Accidental Damage.
- Theft from any private motor vehicle.
- Loss or damage caused by or arising from:
 - Wear and tear, depreciation or any gradually operating cause.
 - Faulty design or workmanship or the use of faulty materials.
 - Moths, insects, parasites, beetle or vermin.
 - Corrosion, fungus, mildew or rot.
 - Atmospheric or climatic conditions, frost or the action of light.
 - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
 - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- Loss or damage by any heating process.
- Damage to any property, appliance, or any part of it (whether belonging to **you** or not) failing correctly to recognise or respond to any date whether occurring before, during or after the year 2000.

SECTION 6: PERSONAL ACCIDENT

Cover only applies if shown in **your schedule**.

WHAT IS COVERED

We will pay **you** or **your** estate the appropriate benefit specified below should **you** sustain injuries resulting solely and directly from **accidents** caused by external violent and visible means arising during the **period of insurance** within the **United Kingdom**, which directly and independently of any other cause results in **your** death or **disablement** as specified within 12 months of the occurrence.

BENEFITS

Permanent Total Disablement as a result of accidental bodily injury occurring in the United Kingdom during the period of insurance	£10,000
Death	£10,000
Total loss of or loss of use of:	
Visual power of both eyes	£3,750
Right arm	£3,500
One leg	£3,500
Left arm	£3,250
Right hand	£3,000
Left hand	£2,500
Auditive power of both ears	£2,500
One foot	£2,500
Right forefinger	£750
Left forefinger	£600
Right ring or middle finger	£400
Left ring or middle finger	£300
Big toe	£250
Other toe	£150

Where any benefit specifies right or left, the benefit shall be reversed if **you** are left-handed.

Permanent Total Disablement means total inability to continue or engage in any gainful employment.

Loss of use other than severance must last for two years before compensation is payable, and at that time be beyond likelihood of any improvement.

WHAT IS NOT COVERED

Cover does not apply to circumstances arising out of or in any way connected with or caused by:

- Ballooning, bungee jumping, scuba diving, aviation other than travelling as a fare-paying passenger on a scheduled flight, gliding, paragliding, hang-gliding, microlight flying, motor rallying, parachuting, parascending, professional sports, racing of any kind other than on foot, climbing, solo sea sailing, mountaineering, pot holing, caving, polo, showjumping, hunting on horseback, motorcycling as a rider or passenger, jet skiing or jet biking, high diving, white water rafting, canoeing, skiing, ski racing, ski jumping, bobsleighting, tobogganing, ice hockey or any other sport or pastime involving exceptional risk of **accident**.
- The use of machinery.
- Any pre-existing physical defect or infirmity.
- Mental illness, the effects of alcohol or drugs, suicide or attempted suicide or deliberate exposure to unnecessary danger.
- Solvent abuse.
- Whilst a detainee in any prison establishment.
- Whilst driving with more than the legally permitted level of alcohol in the blood.
- Any claim where **you** cannot supply a report from **your** own **doctor** or consultant at **your** own expense if required by **Us**. **We** may require **you** to be further medically examined by **Our doctor**, **you** shall as often as required agree to medical examination at **Our** expense.
- The maximum amount payable for any combination of permanent partial **disablement** is £10,000.
- The **excess** shown in **your schedule**.
- Any claim that is in any way caused by or results from:
 - a) an outbreak of an **infectious or contagious disease**, that the World Health Organisation (WHO) has declared a Public Health Emergency of International Concern (PHEIC).

This exclusion will apply:

- i. apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified **doctor** before the date of any such declaration(s), and/or
- ii. until the World Health Organisation (WHO) cancels or withdraws any relevant PHEIC.

SECTION 7: CREDIT CARDS

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for your legal liability following theft as a result of forcible and violent entry to the insured address and subsequent unauthorised use of your credit, cheque or bankcard issued to you in the United Kingdom (in most cases you will only be liable for the first £50 per card).</p>	<ul style="list-style-type: none">• Any theft occurring outside of the United Kingdom.• The maximum amount payable is £500 during the period of insurance.• Any liability arising from the theft of a card unless reported immediately to the issuing authority and subject to all terms and conditions attaching to the issue of the card having been complied with.• The unauthorised use of a card arising after the issuing authority has been notified of the theft.• Any liability resulting from theft or subsequent use outside the United Kingdom.• When the credit cards are in your insured address, loss caused while the insured address is unoccupied.

SECTION 8: PERSONAL MONEY

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay for theft of personal money following forcible and violent entry to the insured address.</p>	<ul style="list-style-type: none">• The maximum amount payable is £50.• Any loss or damage occurring outside of the United Kingdom.• The excess shown in your schedule.• Confiscation or loss, error in payment or accountancy.• Loss in the value of money.• When the money is in your insured address, loss caused while the insured address is unoccupied.

SECTION 9A: LANDLORDS PROPERTY | TENANTS LIABILITY

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay, at Our discretion direct to the landlord, up to the amount shown in your schedule, for sums which you become legally liable to pay as damages under the terms of a formal tenancy agreement in respect of:</p> <ol style="list-style-type: none">1. your landlord's household goods, furniture and furnishings within the insured address being damaged by:<ol style="list-style-type: none">i) fireii) explosion, lightning or earthquakeiii) smokeiv) storm or floodv) escape of water from any washing machine, dishwasher, refrigerator or freezer, fixed domestic water or heating installation, orvi) theft or attempted theft.2. accidental damage to your landlord's:<ol style="list-style-type: none">a) fixed glassb) sanitary ware, andc) ceramic hobs in fixed kitchen appliances.3 accidental damage to drains, pipes, cables and underground tanks providing services to or from the insured address.	<ul style="list-style-type: none">• The excess shown in your schedule, increasing to £100 for each and every claim for accidental damage.• Property more specifically insured.• Any amount above the sum insured stated on your schedule for Landlords Property Tenants Liability.• Loss while the insured address is unoccupied.• Theft or attempted theft by you or by anyone who is living with you.• Accidental damage to landlord's household goods, furniture and furnishings.

SECTION 9B: ACCIDENTAL DAMAGE TO LANDLORDS PROPERTY | TENANTS LIABILITY

Cover only applies if shown in **your schedule**.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>We will pay, at our discretion direct to the landlord, up to the amount shown in your schedule, for sums which you become legally liable to pay as damages under the terms of a formal tenancy agreement as a result of accidental damage to your landlord's household goods, furniture and furnishings within the insured address.</p>	<ul style="list-style-type: none">• The excess shown in your schedule, increasing to £100 for each and every claim for accidental damage.• Property more specifically insured.• Any amount above the sum insured stated on your schedule for Accidental Damage To Landlords Property Tenants Liability.• Loss while the insured address is unoccupied.• Theft or attempted theft by you or by anyone who is living with you.

SECTION 10: LEGAL LIABILITY

Cover only applies if shown in **your schedule**.

WHAT IS COVERED

We will pay any amount which **you** become legally liable to pay, including costs and expenses incurred with **Our** written consent, in defence of a claim for damages as a result of:

- **Bodily injury by accident.**
- Damage to property happening during the **period of insurance**.
- **We** will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by **Us** in writing.
- If **you** die, **your** legal personal representatives will have the protection of this cover for liability incurred by **you**.

WHAT IS NOT COVERED

- The maximum amount payable is £1,000,000 where damages are payable for any claim or claims arising from one Event.
- The **excess** as shown in **your schedule**.
- Liability in respect of:
 - **Bodily injury to** any member of **your** family or person who lives with **you**.
 - Damage to property owned by **you** or in **your** care or under the control of you or any member of **your** family or who lives with **you** or any person employed by **you**.
 - Any trade, profession, business or employment or student placement.
 - Any contract, which **you** have entered into, unless legal liability would have attached anyway.
- The ownership, possession or operation of:
 - Road vehicles or any other mechanically propelled or assisted or horse drawn vehicle.
 - Caravans, horse boxes, trailers or trailer tents.
 - Aircraft or hovercraft, except pedestrian controlled models or toys.
 - Boats, wind-surfers, boards or any other craft or equipment designed.
 - For use in or on water, except pedestrian controlled models or toys.
 - Any power operated lift.
 - Firearms, except shotguns or airguns used for sporting activities.
- The ownership or possession of:
 - Horses while being used for hunting, racing or playing polo.
 - Pets, which are not normally domesticated in the **United Kingdom**.
 - A dog of a type specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dogs (muzzling) Regulations (Northern Ireland) 1991.
- The ownership, occupation, possession or use of any land or building.
- Any occurrence caused by or arising out of or contributed to by any tenancy, business profession or occupation.
- Any damage caused directly or indirectly to the room(s), including communal areas, kitchens and laundry, in which **you** are residing during the **period of insurance**.
- Any wilful or malicious act by **you**.
- Racing of any kind other than on foot.
- Anything caused directly or indirectly from **you** passing on or being treated for any disease or virus.
- Any responsibility as an employer to anyone employed by any of **your** family in any business or profession, including domestic employees.
- Damage, injury, death, illness or disease, which happens outside the **period of insurance**.

SECTION 11: I-PAD'S, LAPTOP'S & PORTABLE COMPUTER EQUIPMENT | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in **your schedule**.

WHAT IS COVERED

We will pay up to the amount shown in **your schedule** for theft or **accidental** damage of **your** i-pad, laptop & **portable computer** equipment occurring anywhere within the **United Kingdom**.

WHAT IS NOT COVERED

- The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated on **your schedule** for I-Pad's, Laptop's & Portable Computer Equipment | Cover Anywhere Within The UK.
- The cost of replacing data and software, which has not been purchased commercially.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
 - Wear and tear, depreciation or any gradually operating cause.
 - Faulty design or workmanship or the use of faulty materials.
 - Moths, insects, parasites, beetle or vermin.
 - Corrosion, fungus, mildew or rot.
 - Atmospheric or climatic conditions, frost or the action of light.
 - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
 - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or damage by any heating process.
- Customs or other official body confiscating **your** belongings.
- Loss or damage caused by pets.

SECTION 12: SPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in **your schedule**.

WHAT IS COVERED

We will pay up to the **sum insured** specified in **your schedule** for theft or **accidental** damage to **your** specified items listed in **your schedule** occurring anywhere within the **United Kingdom**.

WHAT IS NOT COVERED

- The **excess** shown in **your schedule**.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
 - Wear and tear, depreciation or any gradually operating cause.
 - Faulty design or workmanship or the use of faulty materials.
 - Moths, insects, parasites, beetle or vermin.
 - Corrosion, fungus, mildew or rot.
 - Atmospheric or climatic conditions, frost or the action of light.
 - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
 - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.
- The cost of replacing data and software, which has not been purchased commercially.
- **Laptop & portable computers** and accessories.
- Pedal cycles and accessories.
- Mobile phones and accessories.
- Customs or other official body confiscating **your** belongings.
- Loss or damage caused by pets.

SECTION 13: MOBILE PHONES | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in **your schedule**

WHAT IS COVERED

We will pay up to the **sum insured** stated in the **schedule** for:

A. Accidental damage

Repair or replacement to the same or similar specification of the insured phone if the insured phone is subject to **accidental** damage.

B. Accidental loss

Replacement to the same or similar specification if the insured phone is subject to **accidental** loss.

C. Theft

Should the insured phone be stolen **We** will replace it with a mobile phone of the same or similar specification.

D. Malicious damage

Repair or replacement to the same or similar specification of the insured phone, if the insured phone is damaged through the intentional or deliberate acts of any other party other than **you**.

In addition, **We** will also pay for:

E. Mechanical breakdown

Repair or replacement to the same or similar specification of the insured phone, up to a maximum of £500, if the insured phone is subject to mechanical breakdown, which is outside of the manufacturer's guarantee period.

F. Accessories

Accessories up to £150 that were **accidentally** lost, stolen or damaged at the same time as **your** insured phone.

G. Unauthorised Calls:

Contract phones – should the insured phone be used without **your** permission following its theft or by call cloning **We** will pay up to £250 provided the police and **your** airtime provider have been notified, within 24 hours of the discovery of the theft.

“Pay as You Go” phones – If **you** have a “Pay as You Go” type phone, then **Our** liability will be limited to a maximum of £20.

Please note: The original insured phone will become **Our** property in the Event of replacement.

WHAT IS NOT COVERED

- The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated on **your schedule** for Mobile Phones | Cover Anywhere Within The UK.
- Any amount above £500 for malicious damage of the insured phone.
- Any amount above £150 for accessories which were **accidentally** lost, stolen or damaged at the same time as **your** insured phone.
- Any claim occurring outside the **United Kingdom**.
- Any loss suffered as a result of not being able to use the insured phone.
- For theft of the insured phone, any claim:
 - From an unattended motor vehicle except where all steps have been taken to conceal the insured phone e.g. concealed in a locked boot or glove compartment and only if all security systems have been activated.
 - From any convertible vehicle unless concealed in a locked boot.
 - Where **you** have left the insured phone unattended.
 - Where **you** have not taken all precautions to prevent the theft of the insured phone.
 - Where theft of the insured phone has not been reported to the police and recorded as a theft and allocated a crime reference number.
 - Where **you** have not notified **your** airtime provider within 24 hours of the discovery of the theft.
- For **accidental** loss of the insured phone, any claim:
 - Where loss of the insured phone has not been reported to the police and recorded as a theft and allocated a crime reference number.
 - Where **you** have not notified **your** airtime provider within 24 hours of **your** discovery of the incident.
- Damage caused by:
 - **You** deliberately damaging or neglecting the insured phone.
 - Not following the manufacturer's instructions.
 - Pets.
- **Accidental** damage where the insured phone has not been sent to **Us** for inspection.
- Malicious damage caused by an immediate family member.
- Repair or replacement cost for:
 - Loss caused by a manufacturer's defect or recall of the insured phone.
 - Loss, damage or theft of smart or SIM cards unless installed in the insured phone and in **your** possession.
 - Calls made after the insured phone has been stolen if a phone lock has not been installed.
 - Any cosmetic damage to the insured phone.
 - Any repairs carried out by persons not authorised by **Us**.
 - Loss, damage or recoverable under the terms of any other guarantee, warranty or insurance.
 - Loss, damage or theft of a smart or SIM card which has not been removed from the insured phone before the insured phone is sent off to be repaired.
 - The cost of repairing or replacing accessories, peripherals or electrical connections and any loss caused by their use unless stated on **your schedule**.
 - Any mobile phone purchased from outside the **United Kingdom**.

SECTION 14: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS)

Cover only applies if shown in **your schedule**.

Definitions

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

Accessories

means equipment added and fixed to the frame in addition to the *pedal cycle* specifically mentioned in **your schedule** including trailers and passenger carrying trailers and not otherwise specifically excluded.

Bodily injury

means identifiable physical injury, caused directly and solely by an **accident** and independently of illness, disease or any other cause (except illness resulting from that physical injury).

Pedal Cycle

means any *pedal cycle* including tricycle and tandem, trailer cycle or push scooter powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act and is specified in **your schedule**.

Territorial Limits

means the **United Kingdom**, in which **you** must be a resident. Cover is extended within Europe for a maximum of 45 days during the **period of insurance**, subject to any repairs being carried out in the **UK** by repairers approved by **Us**.

WHAT IS COVERED

We will pay up to the amount shown in **your schedule** for:

A. Accidental damage

Repair or replacement to the same or similar specification of **your** insured *pedal cycle* if **your** insured *pedal cycle* is subject to **accidental** damage.

The most **We** will pay for *pedal cycle accessories* is £150.

WHAT IS NOT COVERED

- The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated on **your schedule** for Pedal Cycles - Cover Anywhere Within The UK (within Europe For Up To 45 Days).
- *Pedal cycle accessories* unless the *pedal cycle* is damaged at the same time.
- Loss or damage whilst the *pedal cycle* is being used for racing, competitions, professionally or for any trade purposes.
- Any claim outside of the *territorial limits*.
- Any claim arising directly or indirectly as a result of:
 - **you** deliberately damaging or neglecting the *pedal cycle*;
 - **you** not using or maintaining the *pedal cycle* in accordance with the manufacturer's instructions;
 - routine servicing, inspection, maintenance or cleaning.
- Any claim for marking, scratching, denting or any cosmetic change which does not impair the function and performance of the *pedal cycle*.
- Loss or damage caused by pets.
- Any claim relating to corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in colour or finish, dust, chemical action or reaction.
- Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
- Any loss or damage caused to the *pedal cycle* in transit unless:
 - It is transported by a recognised transport firm and a receipt obtained for the journey, or
 - It is transported on public transport where **you** accompany it on the same journey.

SECTION 14: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS) (continued)

Cover only applies if shown in **your schedule**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>B. Accidental loss Replacement to the same or similar specification if your insured <i>pedal cycle</i> is subject to accidental loss.</p> <p>Where only part or parts of the <i>pedal cycle</i> have been lost, We will only replace that part or parts.</p> <p>The most We will pay for <i>pedal cycle accessories</i> is £150.</p>	<ul style="list-style-type: none"> • The excess shown in your schedule. • Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (within Europe For Up To 45 Days). • <i>Pedal cycle accessories</i> unless the <i>pedal cycle</i> is lost at the same time. • Loss whilst the <i>pedal cycle</i> is being used for racing, competitions, professionally or for any trade purposes. • Any claim outside of the <i>territorial limits</i>. • Any claim for accidental loss if you are unable to clearly identify the time, date and place of loss of your pedal cycle. • Depreciation in value, indirect loss or property more specifically covered by this or any other insurance.
<p>C. Theft Should your insured <i>pedal cycle</i> be stolen We will replace it with a <i>pedal cycle</i> of the same or similar specification.</p> <p>The most We will pay for <i>pedal cycle accessories</i> is £150.</p>	<ul style="list-style-type: none"> • The excess shown in your schedule. • Any amount above the sum insured stated on your schedule for Pedal Cycles - Cover Anywhere Within The UK (within Europe For Up To 45 Days). • <i>Pedal cycle accessories</i> unless the <i>pedal cycle</i> is stolen at the same time. • Any claim outside of the <i>territorial limits</i>. • Theft from unattended motor vehicles. • Any theft claim that is not: <ul style="list-style-type: none"> - accompanied by a crime reference number. Lost property numbers are not acceptable in support of a theft claim. - reported to the Police within 48 hours of discovery of the incident. • Loss whilst the <i>pedal cycle</i> is being used for racing, competitions, professionally or for any trade purposes. • Theft of any unattended pedal cycle unless in a building or securely locked to a permanent fixture through the frame of the <i>pedal cycle</i>. • Loss or damage caused if your pedal cycle is left outside of a locked building for a period of 24 hours or more unless stored in designated cycle storage on campus for not more than 30 days. • Any loss caused to the <i>pedal cycle</i> in transit unless: <ul style="list-style-type: none"> - It is transported by a recognised transport firm and a receipt obtained for the journey, or - It is transported on public transport where you accompany it on the same journey.

SECTION 14: PEDAL CYCLES – COVER ANYWHERE WITHIN THE UK (WITHIN EUROPE FOR UP TO 45 DAYS) (continued)

Cover only applies if shown in **your schedule**

WHAT IS COVERED	WHAT IS NOT COVERED
<p>D. Public Liability</p> <p>We will pay up to £1,000,000, for amounts which you become legally liable to pay, including costs and expenses incurred with Our written consent, in defence of a claim for damages as a result of you being in possession of your insured <i>pedal cycle</i> and causing:</p> <p>a) <i>bodily injury</i> by accident, or b) damage to property</p> <p>happening during the period of insurance.</p> <p>We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.</p> <p>If you die, your legal personal representatives will have the protection of this cover for liability incurred by you.</p>	<ul style="list-style-type: none">• The excess shown in your schedule.• Any claim outside of the <i>territorial limits</i>.• Liability in respect of:<ul style="list-style-type: none">- <i>bodily injury</i> to any member of your family or who lives with you.- damage to property owned by you or in your care or under the control of you or any member of your family or who lives with you or any person employed by you.- any trade, profession, business or employment or student placement.- any contract which you have entered into unless legal liability would have attached anyway.- any action for damages brought in a Court outside the United Kingdom, the Channel Islands or the Isle of Man.• Any wilful or malicious act by you.• Any liability:<ul style="list-style-type: none">- as a result of the <i>pedal cycle</i> being used for racing, competitions or professionally.- which happens outside the period of insurance.- as a result of the use, ownership or possession of any mechanically propelled vehicle (other than a <i>pedal cycle</i>).
<p>E. Replacement bike hire within the United Kingdom</p> <p>We will pay £70 per week up to maximum of £420, for the cost of hiring an alternative pedal cycle from a recognised reputable bike dealer whilst awaiting repair or replacement of your <i>pedal cycle</i> when the subject of an approved claim.</p>	<ul style="list-style-type: none">• Any amount above £70 per week and £420 in total in respect of the cost of hiring an alternative pedal cycle.• Any hire costs that:<ul style="list-style-type: none">- have not been agreed with Us prior to you incurring the costs.- cannot be substantiated with an invoice from a recognised supplier.- are greater than a normal charge through a recognised supplier.- are incurred by anyone other than you.• Any hire costs that are greater than the:<ul style="list-style-type: none">- value of your <i>pedal cycle</i> or- the repair costs to your <i>pedal cycle</i>.

SECTION 15: EXCESS PROTECTION COVER

Cover only applies if shown in **your schedule**.

Your schedule will show the *annual aggregate limit* **you** have chosen.

Definitions

Any word defined below will have the same meaning wherever it is shown in this section of **your** policy in italics. **We** have listed the definitions in alphabetical order.

Annual aggregate limit

means the maximum amount payable in the **period of insurance** as shown in **your schedule**. Once the *annual aggregate limit* is exhausted this section of **your** policy is automatically cancelled and **you** are then liable for all and any future **excess** amounts as shown in **your schedule**.

Imminent claim

means an event that could give rise to a claim under this policy, that **you** are or were aware of prior to the start of this policy, that was to be or had just been, reported under **your main insurance policy**.

Main insurance policy

means this personal possessions insurance, mobile phone & gadget insurance, *travel insurance* and bicycle insurance policies.

Travel insurance

means **your** single trip, annual or study abroad *travel insurance* policy that covers **you** whilst travelling either in the **UK** or internationally.

Waived or reimbursed

means a claim where a third party has already made good the **excess** shown **your** schedule.

WHAT IS COVERED

We will pay **you**, in any one **period of insurance**, an amount equal to the amount of the **excess** in relation to each settled claim on **your main insurance policy** up to **your** cover limit, shown on **your schedule**.

Cover will only operate when the **excess** of **your main insurance policy** is exceeded following the successful claim payment under that *main insurance policy*.

The maximum amount payable will be the *annual aggregate limit*, as shown in **your schedule**.

WHAT IS NOT COVERED

- Any claim relating to a claim under **your main insurance policy** which is refused or where the **excess** is not exceeded.
- Any claim on **your main insurance policy** which occurred prior to the **period of insurance**, or that **you** were aware was an *imminent claim*.
- Any contribution or deduction from the settlement of **your** claim, other than the stated policy **excess**, for which **you** have been made liable.
- Any claim that has been *waived or reimbursed*.
- Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.

SECTION 16: UNSPECIFIED ITEMS | COVER ANYWHERE WITHIN THE UK

Cover only applies if shown in **your schedule**.

WHAT IS COVERED

We will pay up to the amount shown in **your schedule** for theft or **accidental** damage to **your** unspecified **personal possessions** anywhere within the **United Kingdom**.

WHAT IS NOT COVERED

- The **excess** shown in **your schedule**.
- Any amount above the **sum insured** stated on **your schedule** for Unspecified Items | Cover Anywhere Within The UK.
- Any single item in excess of £500.
- Theft from unattended motor vehicles.
- Loss or damage caused by or arising from:
 - Wear and tear, depreciation or any gradually operating cause.
 - Faulty design or workmanship or the use of faulty materials.
 - Moths, insects, parasites, beetles or vermin.
 - Corrosion, fungus, mildew or rot.
 - Atmospheric or climatic conditions, frost or the action of light.
 - Mechanical or electrical breakdown or derangement or use contrary to the manufacturer's instructions.
 - Any process of dyeing, cleaning, drying, painting, washing, repair, alteration, maintenance, decoration, restoration or dismantling.
- Property used for business purposes.
- Depreciation in value, indirect loss or property more specifically insured by this or any other insurance.
- Loss or erasure of, or any damage, distortion or corruption to records, data, programs and software.
- The cost of replacing data and software, which has not been purchased commercially.
- **Laptop & portable computers** and accessories.
- Pedal cycles and accessories.
- Mobile phones and accessories.
- Customs or other official body confiscating your belongings.
- Loss or damage caused by pets.

BASIS OF SETTLING CLAIMS

How We settle claims for Personal Accident

- 1) **We** will pay any benefit under this policy to **you** if **you** are living, otherwise to **your** estate.
- 2) Interest will not be added to any amount payable.
- 3) **We** shall only pay one benefit in connection with the same **accident**.
- 4) **You** must produce for **Us** any medical certificates and other evidence which may be required to support **your** claim. In addition **you** must submit to a medical examination at **Our** expense as often as is required in connection with any claim.
- 5) If an **accident** happens which gives rise to a claim and for which **We** make payment under permanent total disablement or total loss of one or more limbs or eyes, the policy shall cease to apply.

How We settle claims for mobile phones and games consoles.

- 1) Replacement Equipment - If a mobile phone/games console cannot be replaced with an identical mobile phone/games console of the same age and condition, **We** through Our preferred suppliers, will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original mobile phone/games console. **We** cannot guarantee that the replacement mobile phone/games console will be the same colour as the original item. Where an equivalent refurbished item is not available, **We** will replace with new.
- 2) Repairs - will be carried out using readily available parts. Where possible **We** will use original parts but in some cases, unbranded parts may be used.
- 3) If **We** agree not to repair or replace an item, **We** will make a cash or voucher settlement equal to the cost **We** would have paid for replacement or repair through **Our** preferred suppliers.
- 4) Where an **excess** applies, this will be taken off the amount of **your** claim.

How We settle claims for all other sections of the policy

- 1) If an item has been damaged and it can be economically repaired **We**, cover4tenants.com or their representative will either arrange or authorise repair and **We**, cover4tenants.com or their representative will pay the cost of repair. Otherwise, **We**, cover4tenants.com or their representative will replace the item with a new one of similar quality through **Our** preferred suppliers, or **We**, cover4tenants.com or their representative will pay the replacement cost of a new item of similar quality.
If **We**, cover4tenants.com or the their representative agree not to repair an item, **We**, cover4tenants.com or their representative will make a cash or voucher settlement equal to the cost **We** would have paid for replacement or repair through **Our** preferred suppliers.
- 2) **We**, cover4tenants.com or their representative will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set, suite or which 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 item or part of one item or to a clearly defined area.
- 3) **We**, cover4tenants.com or their representative will not pay for any loss of value to any item, which **We** have repaired or replaced.
- 4) Where an **excess** applies, this will be taken off the amount of **your** claim.
- 5) If loss or damage happens and the **sum insured** on **your schedule** is less than the cost of replacing all **your** possessions as new, **We**, cover4tenants.com or their representative will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

The most **We**, cover4tenants.com or their representative will pay for any one claim is the amount it will cost **Us** to replace all **your** possessions as new but not more than the **sum insured** and any limits shown in **your schedule**.

CLAIMS CONDITIONS

- 1) **We**, cover4tenants.com or their representative are entitled in the Event of any loss of or damage to property to enter any building where the loss or damage has occurred and to take and keep possession of all such property and to deal with the salvage in a reasonable manner. No property may be abandoned to **Us**.
- 2) Send any claim form, application notice, legal document or other correspondence sent to **you** to **Us** straightaway without being answered. Written notice must also be given to **Us** immediately **you** have knowledge of any prosecution or inquest in connection with any Event for which there may be liability under this policy. **You** must not admit, settle, reject, negotiate or promise to pay any claim without **Our** written permission. **We** will not unreasonably hold back **Our** permission.
- 3) **We**, cover4tenants.com or their representative shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **Our** own benefit any claim under this policy.
- 4) **We**, cover4tenants.com or their representative will be entitled at any time in **Our** or **your** name to take steps for the recovery of any part of the property insured or for securing reimbursement in respect of any loss or damage and **you** will give **Us** all the information and assistance **We** may reasonably require. Upon payment of any claim under this policy (other than for repair) any part of the property insured in respect of which payment is made will belong to **Us** subject to **your** right to reclaim it upon repayment to **Us** of the amount paid.
- 5) If at any time any claim arises under this policy and there is other insurance covering the same loss or liability or any part thereof **We** shall not pay more than a rateable proportion of such claim.
- 6) If **you** find a **credit card** is missing tell the **credit card** company immediately and tell **Us** as soon as **you** can.
- 7) If **you** are a victim of theft, riot, vandalism or something is lost, tell the police within 24 hours of discovering the loss or damage and ask for an incident number, then tell **Us** as soon as **you** can.
- 8) **You** must provide **Us** with all the details and evidence which **We** ask for concerning the cause and amount of any loss, damage or injury. Where **We** have asked **you** for specific information relevant to **your** claim **We** will pay for any reasonable expenses **you** incur in providing **Us** with the information. **You** must also help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **you** to.

WHAT IS COVERED

We will repair or replace the lost or damaged property or pay in cash or vouchers the amount of the loss or damage.

If the damage can be repaired but repair or reinstatement is not carried out, **We** will pay the reduction in the value of the item in cash or vouchers resulting from the damage, but not exceeding the estimated cost of repair.

We will not automatically reinstate the **sum insured** under **your** policy in the Event of a claim, unless **We** have given **you** written notice to the contrary before payment.

WHAT IS NOT COVERED

- **We** will not pay more in total than the **sum insured** stated on **your schedule** and this must be adequate to cover the full cost of replacing as new all items other than clothing, household linen and rented household goods.
- **We** will deduct an amount for wear, tear and depreciation in respect of:
 - Clothing and household linen.
 - Rented household goods.
- Set in **your schedule** or in this policy are limits in respect of individual items or groups of items:
 - TV, Game Consoles, Video, DVD players including portable radios, cassettes or compact disc players.
 - Photographic equipment (including film slides, negatives and photographic prints) video cameras and camcorders.
 - Jewellery, watches musical instruments and other valuables.
 - CDs, video audio cassettes, discs, records, cartridges, CD ROMs and computer games.

GENERAL CONDITIONS APPLICABLE TO YOUR WHOLE POLICY

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. There are other conditions of insurance applicable to the Legal Expenses section on pages 13-14. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

1) The Value of Your Property

You must notify **Us** immediately if at any time the **sums insured** for **your** possessions, computer equipment, and **all risks** extensions are less than the cost of replacing all these items as new, except for clothing and household linen and rented goods where a deduction will be made for wear and tear.

If at any time the **replacement value** exceeds the **sum insured** on **your schedule**, in the Event of a claim, **your** financial position could be seriously prejudiced by the application of the average condition.

2) Average

We will not pay more than the total **sum insured** stated on **your schedule**. If at the time of a loss or damage **you** own or are legally responsible for **personal possessions**, computer equipment, and **all risks** items, which in total has a greater value than the **sum insured**, **We** will only be able to settle claims at the percentage **you** are insured for. For example, if the value shown on **your schedule** only represents 80% of the full replacement cost, then **We** will not pay more than 80% of **your** claim.

3) Taking Care

You must at all times

- a) Take all steps to prevent **accident**, loss or damage.
- b) Take all steps to ensure that all external doors and accessible windows to the **insured address** or the building, which contains the **insured address**, are fitted where possible with adequate locks which should be left operative whenever the **insured address** is left **unoccupied**.
- c) Maintain all the property insured in a sound condition and allow **Us** to have at all times access to it.
- d) On discovery of any Event which may give rise to a claim **you** must without delay:
 - i) Give written notice to **Us** stating all particulars known to **you**.
 - ii) If any part of the property insured is lost, stolen, or damaged by thieves, notify the police immediately and do everything possible to discover any person involved and recover the missing property.
 - iii) Supply to **Us** all such proofs, information and other evidence relating to the claim as **We** may require. Where **We** have asked **you** for specific information relevant to **your** claim **We** will pay for any expenses **you** incur in providing **Us** with the information.

No claim can be settled unless notified to **Us** in accordance with the terms of this condition.

4) Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy all benefit to **you** will be forfeited.

5) Cancellation

- a) Please refer to the Fraud condition above. **We** may also cancel the policy where **We** have identified serious grounds, such as;
 - failure to provide **Us** with information **We** have requested that is directly relevant to the cover provided under this policy or claim;
 - the use or threat of violence or aggressive behaviour against **Our** staff, contractors or property;
 - the use of foul or abusive language;
 - nuisance or disruptive behaviour

We will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **Us**, **We** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any Event that happened before the cancellation date. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claim has been made during the current **period of insurance**.

- b) **You** can cancel this policy within 14 days of the start date, or if later, within 14 days of the date **you** receive this document and **your schedule**. **We** will refund any premiums **you** have paid, as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time and provided no claim has been made during the current **period of insurance**, **you** will be entitled to a refund of a proportion of the premium **you** have paid, subject to a deduction of one twelfth for each month of cover **you** have received; or part thereof; plus a £12.50 administration fee.

GENERAL CONDITIONS APPLICABLE TO YOUR WHOLE POLICY (CONTINUED)

6) Arbitration

If any difference arises as to the amount being paid under this policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with any statutory provisions for the time being in force. Where any difference is by this condition to be referred to **arbitration** the making of any award shall be a condition precedent to any right of action against **Us**.

7) Change of address

You must notify **Us** of any change of address in writing within 14 days if cover is to apply in any address other than the **insured address**.

8) Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **We** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **We** cancel the policy **We** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY

These exclusions apply to the whole policy

1) Radioactive contamination

We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2) War Risks

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of terrorism or war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3) Sonic Bangs

We will not pay for loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4) Pollution or contamination

We will not pay for any claim or expense of any kind caused directly or indirectly by pollution or contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

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

5) Reduction in value

We will not pay for any reduction in the value of the property insured following repair, reinstatement or replacement paid for under this policy.

6) Miscellaneous exclusions

We will not pay for:

- a) Any liability arising from an agreement, which would not have existed in the absence of that agreement.
- b) Any **accident**, injury, loss or damage occurring before the cover under this policy started.
- c) Any loss or damage caused by deception, unless it is only entry that is gained by deception.
- d) Any liability arising directly or indirectly from any business, profession or trade.
- e) Any property primarily owned or held in trust in connection with any business, profession or trade, other than that relating to the letting of **your** property.
- f) Any property used for entertaining where any form of payment is received.

GENERAL EXCLUSIONS APPLICABLE TO YOUR WHOLE POLICY (CONTINUED)

7) Uninsurable Risks

We will not pay for:

- a) The cost of maintenance.
- b) Damage caused by wear and tear, atmospheric and climatic conditions (other than storm or flood), rot, fungus, insects, vermin or any gradually operating cause.
- c) Damage caused by the process of cleaning, dyeing, repair or restoration.
- d) Mechanical or electrical breakdown.
- e) Damage to any property or appliance by or resulting from the failure of part of it (whether belonging to **you** or not) correctly to recognise or respond to any date whether occurring before, during or after the year 2000.
- f) Confiscation or detention by order of any government, public or police authority.

8) Matching items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

9) Existing and deliberate damage

We will not pay for any loss or damage, which happens before this cover starts, or which arises from an Event before cover starts or any loss or damage caused deliberately by **you** or any member of **your** family.

10) Terrorism

This insurance does not cover 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 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 purposes, including the intention to influence any government(s) or put any section of the public in fear.

11) Infectious or contagious disease

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) an **infectious or contagious disease**;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

12) Cyber and data exclusion clause

We will not pay for any:

- a) Cyber -
Loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - i the use of or inability to use any application, software, or programme;
 - ii any computer virus;
 - iii any computer related hoax relating to i and/or ii above.
- b) Electronic data -
Loss of or damage to any electronic data (for example files or images) wherever it is stored.

HOW TO MAKE A CLAIM

For all claims except Legal Expenses claims:

- 1) Cover4tenants.com will deal with all claims. **You** must refer all correspondence and telephone enquiries to cover4tenants.com at the following address:

Cover4tenants Claims Team,
Stream Claim Solutions,
Cophall House
King Street
Newcastle under Lyme
ST5 1EL

Telephone: 0161 974 1101

Check **your** policy to ensure that the cause of the loss or damage is covered. **Your schedule** will show which cover sections are operative.

- 2) If **you** have a valid claim obtain a claim form from cover4tenants.com. Complete and return it along with:
 - a) Receipts, bills, valuations or repair estimates as appropriate for all claims for loss or damage.
 - b) Full details of **accident** or injury and early prognosis for personal **accident** claims.

All claims for theft or loss must be reported to the police.

- 3) Remember that some of **your** cover (for example personal liability) is provided to cover **you** against claims made by others. If **you** are held responsible for loss, damage or injury it is essential that **you**:
 - a) Tell **Us** immediately and provide details in writing as soon as possible and
 - b) Send any claim form, application notice, legal document or other correspondence sent to **you** to **Us** straightaway without being answered.
- 4) In some cases **We** may arrange either for a member of **Our** staff or an independent chartered loss adjuster to discuss **your** claim with **you**. This is not always necessary but when it is **We** will advise **you** of the name and address of the loss adjuster and monitor progress of the claim for **you**.

Please do not worry if **We** arrange for a loss adjuster or member of staff to visit **you**. It is a normal claims procedure and aims to speed up consideration of claims.

Certain types of claim will be considered directly by the insurers if referred to them by cover4tenants.com.

For all Legal Expenses claims:

The Legal Claims Notification and Advice Helpline Service provides advice on any problem affecting **you**. All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support.

Legal Claims Notification & Advice Helpline Service: - 01384 887575

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond **Our** control.

COMPLAINTS PROCEDURE

OUR COMMITMENT TO CUSTOMER SERVICES

Our aim is to provide **you** with a high quality service at all times, although **We** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

For all complaints relating to sections 1 - 3 and 5 - 16 only

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note, however, that should **you** wish to direct **your** complaint directly to Lloyd's in the first instance, **you** may do so by using the contact information referenced in Step 2 below.

Step 1

Should **you** have any query or complaint regarding service, **you** can contact cover4tenants.com by telephone, letter, or e-mail.

Tel: 0161 772 3382

Postal Address:

Cover4tenants.com

UK & Ireland Insurance Services (Online) Limited,

The Stables, Old-Co-op Yard, Warwick Street, Manchester, M25 3HB.

E-mail: customerservices@cover4insurance.com

Should **you** have any query or complaint regarding the way **your** claim has been dealt with, please contact the Cover4tenants Claim Team as follows:

By telephone: 0161 974 1101

By writing to:

Cover4tenants Claim Team,

Stream Claim Solutions, Copthall House, King Street, Newcastle under Lyme, ST5 1EL.

By email: complaints@streamcs.co.uk

We aim to resolve **your** concerns by close of the next business day. Experience tells **Us** that most difficulties can be sorted out within this time.

Step 2

Should **you** remain dissatisfied with the outcome of **your** complaint, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's
Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN

Tel: +44 (0)20 7327 5693
Email: complaints@lloyds.com

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at <http://www.lloyds.com/complaints>. Alternatively, **you** may ask Lloyd's for a hard copy.

Step 3

If **you** still remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The contact information is:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 0234 567 (normally free from a fixed line, but charges may apply from mobiles).
Tel: 0300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs).
Email: complaint.info@financial-ombudsman.org.uk

For all complaints relating to section 4 - Legal Expenses only

In the event of a complaint arising under this insurance, **You** should in the first instance contact Legal Insurance Management Ltd.

Write to **Us** at: Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Email **Us** at: claims@legalim.co.uk

Call **Us** on: 01384 377 000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **You** are insured in a business capacity. **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.

DATA PROTECTION NOTICE

We and Cover4tenants.com are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on **our** website from May 2018 www.canopius.com.

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

We and Cover4tenants.com may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and Cover4tenants.com will also collect personal information about any additional people who **you** wish to be insured under the policy.

We and Cover4tenants.com may also collect sensitive personal information about **you**, and any additional people who **you** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **you** be claiming for sickness or an accident.

We and Cover4tenants.com collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover).

We will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and Cover4tenants.com will keep **your** personal information only for as long as **we** believe is necessary to fulfill the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We and Cover4tenants.com will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

Group Data Protection Officer
Canopius Managing Agents Limited
Gallery 9
One Lime Street
London EC3M 7HA
UK

Email: privacy@canopius.com

Tel: + 44 20 7337 3700

FINANCIAL SERVICES COMPENSATION SCHEME

The insurer is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the insurer is unable to meet its obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.

IMPORTANT CONTACTS

MAKE A CLAIM - SECTIONS 1 TO 3 & 5 TO 16

Download a claim form www.cover4tenants.com
Telephone 0161 974 1101
E-Mail info@cover4insurance.com

MAKE A CLAIM - SECTION 4 ONLY

Legal claims notification & advice helpline service

Telephone 01384 887575

General Enquiries, Renewals & Policy Adjustments

Please contact Cover4tenants:

By telephone: 0161 772 3382

By Email: customerservices@cover4insurance.com

By Post: Cover4tenants,
UK & Ireland Insurance Services (Online) Limited,
The Stables,
Old Co-op Yard
Warwick Street,
Manchester,
M25 3HB

Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.

OTHER PRODUCTS FROM COVER4INSURANCE

Cover4Insurance Products	Web Address	Telephone
Caravan Insurance	www.cover4insurance.com	0161 772 3382
Event Insurance		
Gadget Insurance		
Home Insurance		
Landlords Insurance		
Mobile Phone Insurance		
Musical Instrument Insurance		
Pedal Cycle Insurance		
Personal Cyber Protection Insurance		
Pet Insurance		
Student Possessions Insurance		
Study Abroad Travel Insurance		
Tenants Possessions Insurance		
Temporary Car Insurance		
Travel Insurance		

Telephone lines are open Monday to Friday 9.00am – 5.00pm excluding public holidays.