

POLICY WORDING

Please read carefully and retain



Property Insurance for Tenant's Liability & Optional Contents Cover

(This is a portable insurance policy)

Welcome to Intasure Property Insurance

designed exclusively for Tenant's Liability & Optional Contents Cover

(This is a portable insurance policy, so if you move to a new rented property address, the policy cover will transfer with you)



Intasure's tenant's liability & optional contents cover insurance is exclusively designed for tenants. Insurance cover is provided by Underwriters at Lloyd's and other insurers as defined in the Policy Wording.

Please read this Policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Underwriters at Lloyd's and other insurers as defined in the Policy Wording.

This policy document should be read together with the Schedule and any Endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm.

CLAIMS: 01371 829 276 Kelly Adjusters Limited

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

Index

The Policy has several Sections. Check your Schedule to see which Sections are in force and any clauses or endorsements that are applicable.

	Page
How to use your Policy	2
Definitions	4
Index Linking	6
Section 1 - Landlords Property - Accidental Damage	7
Section 2 - Contents - Optional	8
Section 2 - Contents - Additional Accidental Damage Cover (Optional)	13
Section 3 - Personal Effects and Valuables (All Risks) - Optional	14
Section 4 - Liability	15
General Conditions	17
General Exclusions	19
Settlement of Claims - Contents	21
Settlement of Claims - General	21
Complaints Procedure	22

How to use your Policy

YOUR POLICY

Here is your new Policy containing details of the cover you have arranged. We have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

WHAT COVER IS INCLUDED?

The Policy is divided into a number of different Sections. To find which Sections are in force you should check your Schedule, the document enclosed with the Policy. The Schedule also tells you how much you are insured for under each Section.

HOW MUCH TO INSURE FOR

It is up to you to make sure that the amounts you insure for represent the full replacement costs as new of the contents concerned. Remember, if you underinsure, claim payments may be reduced. You can change your Sums Insured at any time - you do not have to wait for renewal.

IF YOU HAVE A QUERY

If you have a queries or concerns regarding this Policy you should contact us using telephone numbers at the beginning of this policy wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance Policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that you will have received the Policy documents upon the day following the date it was emailed/posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the Insurer's cancellation rights, please refer to the General Conditions section of your policy wording.

CHANGES IN YOUR CIRCUMSTANCES

Your Policy has been based on the information which you have given us about yourself and your Contents. You must tell us as soon as practicable of any changes to this information including of course any change of address.

Please see condition 7 on page 17 for more detail in relation

to the information we need to know about and the potential consequences of not providing us with that information.

USING THE HELP LINES

The telephone numbers of the Help lines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the Policy and Schedule to check that you are covered. To register a claim and obtain a claim form please contact:

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

Tel: 01371 829276

Email: newclaims@kellyadjusters.co.uk

You should complete a claim form and let us have as much information as possible to help us deal with your claim quickly and fairly.

You should also refer to the section on page 20 Settlement of Claims.

Finally, do not hesitate to ask for advice, we will be pleased to help you.

GOVERNING LAW

There is a choice of law for this insurance, but unless we agree otherwise English Law applies.

HOW DO WE MAINTAIN YOUR PRIVACY?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

How to use your Policy

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Details of your Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

YOUR RESPONSIBILITIES

In order to protect your property to its fullest extent we will expect you to comply with all terms and conditions.

When property is unattended all accessible doors and windows must be secured.

Definitions

Certain words in your Policy have special meanings. These meanings are given below.

Bodily Injury

Death, injury, illness or disease.

Contents

Household goods and personal **Property, Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home. Our** liability in respect of **Valuables** shall not exceed 30% of the **Contents** sum insured in any one period of insurance.

Where there is one **Sharer** the maximum **We** will pay to the **Sharer** is 50% of the sum insured and where there are two **Sharers** the maximum **We** will pay to any one **Sharer** is 33.33% of the **Contents** sum insured.

The term **Contents** does not include:

- any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for **Money**, documents, manuscripts, firearms, shotguns
- goods used for business or professional purposes
- any part of the **Buildings** including **fixtures and fittings**
- any **Property** specifically insured against the perils covered hereby under any other insurance
- damage by vermin or insects.

Domestic Employee

Any person working for **You** in connection with domestic duties who is employed by **You** under a contract of service, or self-employed and working on a labour only basis under **Your** control or supervision.

Endorsements

Any variation or addition to the terms of the Policy.

Entertainment Equipment

- Computers including **Portable Computer(s)**
- digital decoders;
- DVD recorders;
- game consoles;
- projectors;
- televisions;

Our liability in respect of **Entertainment Equipment** shall not exceed 40% of the **Contents** sum insured. In respect of the optional (All Risks) Personal Effects in or away from the **Home** under Section 3 - the maximum amount to be paid on any single item is £2,500 unless otherwise shown in the **Schedule**. The limit of 40% of the **Contents** sum insured does not apply under Section 3.

Excess

The sum shown in **Your Schedule** which is the amount to be deducted from **Your** claim for loss or damage resulting from the same incident. The **Excess** may vary and be increased within the policy wording for certain perils.

Garden

The open ground within the boundaries of the land belonging to the **Property** and not communal **complex** areas.

Heave

Upward and/or lateral movement of the site on which **Your** buildings stand caused by swelling of the ground.

Home

The private dwelling of permanent construction built of **Standard Construction** comprising of house, bungalow, cottage or apartment named in the **Schedule** and outbuildings used for domestic purposes.

Insured

- The first named party in the Policy **Schedule**.
- Any member of the Insured's family permanently residing with him/her.
- **Sharer or Sharers** permanently residing with him/her and noted on a written tenancy agreement.

Insurers / Underwriters

The **Insurers** stated in the **Schedule** and Intasure as administrators of the policy.

Landslip

Downward movement of sloping ground.

Light Construction

Any domestic outbuilding, with the exception of brick built garages, including sheds, greenhouses, glass conservatories, lean-tos, car ports and pergolas.

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or **Money** orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

No Claims Bonus/Discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

Policyholder/You/Your

The person(s) named as the **Policyholder** in the **Schedule**.

Portable Computer(s)

Computer, laptop, iPad, netbook, notebook, tablet, eReader.

Definitions

Property

Material Property.

Sharer / Sharers / Sharer(s)

Tenants permanently living in **Your Home** with **You**, as stated in a written tenancy agreement.

Schedule

The current **Schedule** issued by **Us** as part of **Your** Policy shows details of the **Policyholder**, the **Contents** insured, the period of insurance and which sections of the Policy apply.

Single Article Limit

The maximum amount to be paid on any single item, of **Contents** is £2,500 unless otherwise shown in the **Schedule**.
The maximum amount to be paid on any single item of Personal Effects and **Valuables** section 3 is £2,500 unless otherwise shown in the **Schedule**.

Standard Construction

Built of brick, stone or concrete, with a pitched roof of slate, tile, or concrete with standard foundations.

Subsidence

Downward movement of the site on which **Your** buildings stand by a cause other than the weight of the buildings themselves.

Unfurnished

The **Home** does not have enough furniture to be lived in normally.

Unoccupied

The **Home** has not been lived in for 60 days in a row. **Money**, **Valuables** and credit cards to be removed.

Unspecified Personal Effects and Clothing

Personal **Property** which is designed to be worn or carried on or about the person taken away from the **Home**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, records, CDs and DVDs, coin, medal and stamp collections, works of art, figurines, vases and furs. **Our** liability in respect of **Valuables** shall not exceed 30% of the **Contents** sum insured in any one period of insurance.

In respect of the optional (All Risks) Valuables in or away from the home under Section 3 - the maximum amount to be paid on any single item is £2,500 unless otherwise shown in the Schedule. The limit of 30% of the Contents sum insured does not apply under Section 3.

We/Us/Our

See the definition of **Insurers / Underwriters** in the policy wording. The **insurers** stated in the **Schedule** and Intasurè as administrators of the policy.

You/Your Family

You, **Your** spouse or domestic partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who permanently reside with **You**.

Index Linking

Contents

The Government's General Index of Retail Prices. Should this Index not be available another appropriate Index will be used.

Important

You should review your Contents sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

Section 1 - Landlord's Property

Accidental Damage Cover

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of an **Excess** shown in **Your Schedule**.

A Accidental Damage to Landlord's Contents

All sums for which **You** are legally liable to pay as Tenant under a tenancy agreement.

A The amount of any deposit lodged with the landlord.

Any loss or damage caused as a result of the property being used for illegal activities.

- 1** Up to £2,000 for accidental damage to **Your Home**, its fixtures, fittings and **Your** landlord's furniture and furnishings for which **You** are responsible.

- 1** (a) Damage resulting from faulty workmanship, defective design, defective materials, corrosion or normal wear, or any gradually operating cause.
- (b) Loss or damage caused by chewing, scratching, tearing or fouling by **Your** domestic pets.
- (c) Damage caused by rodents / vermin.

Section 2 - CONTENTS - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

The maximum amount to be paid on any single item of **Contents** (£2,500) unless otherwise shown in the **Schedule**.

Valuables shall not exceed 30% of the **Contents** sum insured in any one period of insurance.

Entertainment Equipment shall not exceed 40% of the **Contents** sum insured in any one period of insurance.

The maximum **We** will pay to one **Sharer** is 50% of the sum insured and where there are two **Sharers** the maximum **We** will pay to any one **Sharer** is 33.33% of the **Contents** sum insured.

A The Basic Cover

Loss of or damage to **Contents** contained in the **Home** and its domestic out-buildings and garages caused by:

A Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause.

Any loss or damage caused as a result of the property being used for illegal activities.

Portable Computer(s), mobile phones, hearing aids, spectacles, contact lenses and corneal lenses, dentures, dental related items are specifically excluded from cover.

1 Fire, explosion, lightning, earthquake or subterranean fire.

1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.

2 Smoke.

2 (a) Damage caused by any gradually operating cause.
(b) Damage caused by pollution.

3 Riot, civil commotion, labour or political disturbances.

3

4 Malicious persons or vandals.

4 Loss or damage caused by
(a) persons lawfully in the **Home**.
(b) whilst the **Home** is **Unfurnished**.

5

- Storm
- Flood
- Hail
- Avalanche

5 (a) Damage caused by subsidence or landslip.
(b) Damage to swimming pool / hot tub / jacuzzi covers.
(c) **Contents** in the open.
(d) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

Section 2 - CONTENTS - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

	The amount of any Excess shown in Your Schedule .
<p>6 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p>	<p>6 Loss or damage</p> <ul style="list-style-type: none"> (a) caused by wet or dry rot. (b) to the installation itself caused by corrosion or wear and tear. (c) caused by frost/freezing whilst the Property is vacated for more than two weeks unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems). (d) and We do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.
<p>7 Theft or attempted theft.</p>	<p>7</p> <ul style="list-style-type: none"> (a) Loss or damage occurring whilst the Home or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the Home. (b) Loss or damage by You or Your Family or any boarders/ lodgers, guest or Sharer(s). (c) Loss by deception unless deception is only used to gain entry to the Home. (d) Any amount in excess of £2,500 for loss from out-buildings including garages. (e) Contents in the open. (f) Caused by persons lawfully in Your Home. (g) Mysterious disappearance.
<p>8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p>	<p>8 Damage caused by domestic pets or birds.</p>
<p>9 Falling trees or branches, lamp posts or telegraph poles.</p> <p>Limited to the cost of removal up to £500.</p>	<p>9 (a) Destruction or damage caused during felling or lopping operations.</p>
<p>10 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p> <p>Our liability shall not exceed £1,500 in any one year of insurance.</p>	<p>10</p> <ul style="list-style-type: none"> (a) Damage caused by frost. (b) Damage caused by corrosion of fittings.

Section 2 - CONTENTS - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

11 Electrical Power Surge

Damage caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.

Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.

11

- (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software.
- (b) Damage caused by wear and tear or used contrary to the manufacturer's instructions.
- (c) Damage caused by electricity to fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.

B Contents Away from the Premises

The **Contents**, if and so far as these are not otherwise insured, whilst temporarily removed from the **Home**.

- (a) Loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum insured on **Contents**.
- (b) Loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only.
- (c) Loss or damage during the process of removal and transit following permanent change of **Home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.

B

- (i) **Contents** outside the country in which the **Home** is situated.
- (ii) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).

C Cash in Meters

Loss of cash contained in electricity or gas supply meters, in **Your Property** or for which **You** are responsible following violent or forcible entry to the **Home**.

Limited to a maximum of £50.

C

- (a) Loss of cash in external meters of any kind.

D Loss or Theft of Keys

The cost of replacing a lock or mechanism in the event of the keys to the locks:-

- (a) of any external door of the **Home**,
or
- (b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen.

Claims are limited to £750 in respect of any one occasion.

D

Section 2 - CONTENTS - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any Excess shown in Your Schedule .	
<p>E Loss of Metered Water and Domestic Fuel Loss of metered water or domestic heating oil (for which You are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the Home.</p> <p>Limited to £1,500.</p>	<p>E</p> <ul style="list-style-type: none"> (a) Loss or damage caused while the Home is Unfurnished or Unoccupied for a period in excess of 60 days. (b) Swimming pools / Hot tubs / Jacuzzis. (c) Caused by frost/freezing whilst the Property is vacant unless temperature is maintained above 15°C or 59°F or when the Property is vacated for more than two weeks the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems).
<p>F Garden Ornaments and Furniture We will pay the cost of replacing or repairing Your Garden Furniture, unfixed statues and barbecue equipment for loss or damage caused by an insured peril other than Storm, or Flood.</p> <p>Limited to a maximum of £1,500 any one period of insurance.</p>	<p>F</p>
<p>G Pedal Cycles Pedal cycle(s) and its accessories are insured against loss or damage caused by theft or attempted theft within the boundaries of the Home.</p> <p>Limited to £500 per cycle.</p>	<p>G Loss or damage:</p> <ul style="list-style-type: none"> (a) caused by electrical and/or mechanical fault or breakdown. (b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time. (c) while the pedal cycle is used for racing or is hired or lent to anyone. (d) by theft unless in a building or securely locked to an immovable object.
<p>H Freezer Contents The freezer and refrigerator Contents are insured against spoilage caused by accidental failure of the freezer and/or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply.</p> <p>Limited to £1,000.</p>	<p>H Loss or damage:</p> <ul style="list-style-type: none"> (a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority. (b) caused by any strike, lockout or industrial dispute. (c) to the freezer or refrigerator itself.
<p>I Personal Money Limited to £350 in any one period of insurance.</p>	<p>I</p> <ul style="list-style-type: none"> (a) Loss of Money not reported to the Police within 24 hours of discovery. (b) Loss of Money from garages or outbuildings or Money held for business or professional services.

Section 2 - CONTENTS - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

J Temporary Accommodation or Loss or Rent

Up to 30% of the Contents sum insured for:

- (a) the reasonable cost of the Insured's temporary accommodation and the necessary cost of temporary storage of the Insured's furniture in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 2A of this Policy
or
- (b) rent which continues to be payable by the **Insured** while the Insured's **Home** remains uninhabitable due to damage by any cause covered by this section of the Insured's policy.

Our liability shall not exceed £15,000 in any one period of insurance.

J

Section 2 - CONTENTS - Optional

Accidental Damage Cover for Insured and Family

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Contents

Applicable only when **Property** is occupied by the **Insured** and any member of the **Insured's** family.

Our liability in respect of **Valuables** shall not exceed 30% of the **Contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500.

2 Breakage of Glass and Mirrors

Accidental breakage of mirrors, glass tops to furniture and fixed glass in furniture in the **Home**.

Limited to £1,000 in any one period of insurance.

We will not pay for

The amount of any **Excess** shown in **Your Schedule**.

1

- (a) Loss or damage while **Your Home** or any part of it is let, lent or occupied by boarders, lodgers or paying guests.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **Buildings**.
- (d) Damage caused by subsidence or landslip.
- (e) Damage which is specifically excluded elsewhere in section 2 - Contents.
- (f) Damage to personal effects and clothing.
- (g) Deterioration of food.
- (h) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- (i) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (j) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (k) Swimming pools / hot tub / jacuzzi and swimming pool / hot tub / jacuzzi covers.
- (l) Damage to **Portable Computer(s)**. (Unless specified on the policy **Schedule**).
- (m) Damage to spectacles, contact lenses and corneal lenses.
- (n) Damage to dentures, dental related items and hearing aids.
- (o) Loss or damage caused by pollution.
- (p) Loss or damage to Mobile phones

2

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS) - Optional

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

	The amount of any Excess shown in Your Schedule .
	Loss or damage listed under General Exclusions to Section 2.
<p>A Unspecified Valuables, Personal Effects and Clothing (worldwide) Accidental loss of or damage to Unspecified Valuables, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the Schedule with any single item up to £2,500.</p> <p>Cover is limited to £1,000 for theft from any unattended motor vehicle per claim.</p> <p>Handheld computer games and consoles limited to £500.</p>	<p>A Loss or damage:</p> <ul style="list-style-type: none"> (a) to compact discs, cassettes, or records worth more than £100 in total. (b) to sports equipment in the course of play. (c) to equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin-diving and other watersports. (d) to credit cards. (e) to contact lenses or corneal lenses, spectacles. (f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts. (g) other than by forcible and violent entry in respect of items kept in a car or commercial vehicle unless they are non visible from the exterior and stored in the boot or a concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated. (h) to mobile phones. (i) to Portable Computer(s). (Unless specified on the policy Schedule). (j) to pedal cycles. (Unless specified on the policy Schedule). (k) to dentures, dental related items and hearing aids. (l) to jewellery or watches with a combined value greater than £2,501 unless such items are: <ul style="list-style-type: none"> (i) being worn or, (ii) being carried by hand under the close personal supervision of the Insured, or (iii) deposited in bank or locked safe, unless the Insured is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.
<p>B Personal Money</p> <p>Limited to £350 in any one period of insurance.</p>	<p>B</p> <ul style="list-style-type: none"> (a) Loss of Money not reported to the Policy within 24 hours of discovery. (b) Loss of Money from Garages or outbuildings or Money held for business or professional services.

Section 4 - LIABILITY

Your Schedule tells You if this Section is in force.

We will pay for

Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Home**.

The Cover

You will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay in respect of:-

- (a) accidental **Bodily Injury** to any person.
- (b) accidental loss of or damage to **Property** not belonging to **You** or in **Your** custody or control or any of **Your** tenants or employees.
- (c) death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with **Our** written consent.

We will not pay for

Exclusions

We shall not indemnify **You** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) for **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £5,000,000
- (c) arising out of **Your** employment profession or business other than letting of **Your Home**.
- (d) arising out of the ownership of land or **buildings** other than the **Home** detailed in the **Schedule**.
- (e) for loss or damage to **Property** belonging to **You, Your Family** or any third party, that is not included in the sum insured in **Your Policy Schedule**.
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- (g) arising from the use, ownership or possession of any mechanically propelled vehicle.
- (h) arising from pollution or contamination of any sort and however caused.
- (i) arising out of any incidents where **You** are entitled to indemnity under any other insurance - except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- (j) any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/ or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies. If your main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.
- (l) arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

Section 4 - LIABILITY

Your Schedule tells You if this Section is in force.

‘Sudden and Unintended Pollution’

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material **Property** caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Indemnity to principal

We will subject otherwise to the terms, exceptions, conditions and **Endorsements** of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows:

to the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will:

- (a) Indemnify **You** against liability assumed by **You**.
- (b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **Us**
 - (ii) the Principal shall observe fulfil and be subject to the terms, conditions and **Endorsements** of this Policy so far as they can apply.
 - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Indemnity to other persons

In the event of **Your** death **Your** legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be indemnified in the same manner.

GENERAL CLAIMS CONDITIONS

1 Action by the Insured

In the event of any loss or damage the **insured** shall:

- (a) Notify the insurers as soon as practicable, or at most within 21 days of discovery.
- (b) Notify police authorities as soon as practicable of any malicious damage/theft or within 24 hours of discovery or knowledge of same.
- (c) Undertake all steps to minimize the damage and prevent further damage occurring.
- (d) Provide to insurers;
 - (i) Full information concerning the damage/loss occurs;
 - (ii) All proofs and information made to the claim as may be required/requested;
 - (iii) If requested a statutory declaration of the truth of the claim;
 - (iv) Allow any third party as required by the insurer access to the **Property** and/or full information regarding the loss or damage.

2 Fraud

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

GENERAL CONDITIONS

1 Cancellation

You can cancel this insurance at any time by writing to **Us**.

We can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

2 Instalment/Direct Debit

If **You** pay **Your** premium by Direct Debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 1 - Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

3 Conditions Precedent

The due observance of the terms, provisions, conditions and **Endorsements** of this Policy by **You** in so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to our liability to make any payment under this Policy.

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

GENERAL CONDITIONS (application to the policy in its entirety)

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

4 Non Contribution

Other Insurance

If at the time of any Injury or Damage there may be any other insurance

- (a) covering the whole or part of such Injury or Damage whether effected by the **Insured** or not then the Insurers shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such Injury or Damage
- (b) on any of the **Property** insured herein either alone or together with any other **Property** which shall be subject to any condition of average or is limited in respect of the value of any article or the total amount is divided in respect of said **Property** then this Policy may at the option of the Insurers be held to contain the same condition of average limit of value and division of amount pro rata
- (c) which more specifically insures **Property** insured herein this Policy will not apply except in respect of any amount over and above that recoverable under such more specific insurance.

5 Reasonable Precautions

You shall at all times take reasonable precautions necessary to avoid or reduce any loss.

6 Protection Maintenance

Any protections provided for the safety of the insured **Property** shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** is left unattended.

7 Changes to Circumstances

You must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **us** within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **us** if **you** require a copy of **your**

Statement of Fact or **your schedule**.

You must also tell **us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the Buildings. You do not need to tell Us about internal alterations to the Buildings.
- if someone other than **Your family** is going to live in the **Home**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **Your Schedule**.
- of any change to the occupancy of the **Buildings** e.g. if the **Buildings** are to stop being **Your** permanent residence or are to be **Unoccupied** for any continuous period exceeding 60 days, or
- that any member of **Your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **We** are notified of a change, **We** will tell **You** whether this affects **Your** policy, e.g. whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** policy. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by **You** is not complete and accurate **We** may:-

- cancel **Your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

8 Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

We will not pay for

1 Radioactive Contamination

Any expense, consequential loss, legal liability or any loss or damage to **Property** directly or indirectly arising from:

- (a) Ionizing radiations 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.
- (c) The use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity.
- (d) The emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.
- (e) The emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s)).

2 War and Act of Terrorism

This Policy does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of:

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, 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 Act of Terrorism or any action taken in controlling preventing, suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of Damage by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland

In any action suit or other proceedings where the Insurers

allege that by reason of Policy Definition Act of Terrorism any claim hereunder is not covered by this Policy the burden of proving that such claim hereunder is covered shall be upon **You**

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat of thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- 3 Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

4 Property Ownership

The Policy excludes loss and/or damage caused to the **Property** and any **Contents** as a direct result of any dispute over the ownership of the **Property**.

5 Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

- (i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- (ii) the presence of asbestos in any building and/or structure and /or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos.

It is further agreed that this insurance shall not apply to;

- (a) any obligation to defend any claim proceedings or suit brought against the insured
- (b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

GENERAL EXCLUSIONS (application to the policy in its entirety)

We will not pay for

6 Government 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.

7 Wear and Tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

8 Defective design or construction

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

9 Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

10 Electronic Date Recognition

Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the original Insured or not: or

(b) any change, alteration or modification involving the date change to the year 2000 or other date change, including leap year calculations, by any such computer system, hardware, programme or software of any microchip, integrated circuit or similar device in computer equipment or non-computer equipment or non-computer equipment, whether the property of the original insured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

SETTLEMENT OF CLAIMS

CONTENTS - Including Personal Effects and Valuables

We will at **Our** option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- (a) the Sum Insured as stated on **Your Schedule**.
- (b) **Our** liability in respect of **Valuables** shall not exceed 30% of the **Contents** sum insured in any one period of insurance.
- (c) **Our** liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured in any one period of insurance.
- (d) the **Single Article Limit** of £2,500 for items of **Contents** within the **Home** unless otherwise shown in the **Schedule**.
- (e) the **Single Article Limit** of £2,500 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **Home**.
- (f) 50% of the sum insured where there is one **Sharer** and where there are two **Sharers** the maximum **We** will pay to any one **Sharer** is 33.33% of the **Contents** sum insured.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) the total claim does not exceed £500
- (b) at the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **You** re-valuing the Sum Insured thereafter.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part.

GENERAL

1 Loss of or Damage to Contents

In the event of loss of or damage to **Contents** likely to result in a claim **You** must:

- (a) as soon as practicable report to the police any theft, malicious damage, vandalism or loss of **Contents**.
- (b) notify **Us** by telephone or letter without unnecessary delay.
- (c) at **Your** expense provide full details of the claim within 30 days.
- (d) supply **Us** with full details of the claim within 30 days.
- (e) take all reasonable steps to minimize loss or damage and take all practical steps to recover lost **Property** and discover any guilty person.

2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- (a) advise **Us** as soon as practicable and as soon as possible provide full written details and assistance as requested by **Us**.
- (b) as soon as practicable send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your Family**.
- (c) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

3 Our Rights

In the event of a claim **We** may:

- (a) enter into and inspect any building where loss or damage has occurred and take charge of any damaged **Contents**. No **Contents** may be abandoned to **Us**.
- (b) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

4 Recovery of Lost or Stolen Contents

If any lost or stolen **Contents** is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the **Contents** is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the **Contents** is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

5 Governing Law

There is a choice of law for this insurance, but unless **We** agree otherwise English Law applies.

COMPLAINTS PROCEDURE

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact.

The Managing Director
Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells, Kent, TN4 8BS
United Kingdom

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 Kelly Adjusters Limited





ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 Kelly Adjusters Limited

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.intasure.com