



Tenants Liability Insurance Policy

This insurance **policy** has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.

Policy Wording

Who does it cover?

The person named on the **policy schedule** and any member of their **family** permanently residing with them.

What criteria apply?

- The insured property must be the policyholder's main residence and must be within the United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man;
- The policyholder is a **tenant** of the **home** by virtue of a **tenancy agreement**.

Important information

This **policy** has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your policy**, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or **your** insurance broker may ask as part of **your** application for cover under the **policy**;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This **policy** must be read together with **your** current schedule, insurance product information document and any **endorsements** or certificates. These items together form **your** contract of insurance.

CONTENT

Who does it cover	page 1
Important information	page 1
How to make a claim	page 1-2
How to make a complaint	page 2
Our regulator and insurer	page 2
Privacy Statement	page 2
Renewal procedure	page 3
Choice of law and jurisdiction	page 3
Contracts (Rights of Third Parties) Act 1999	page 3
Financial Services Compensation Scheme	page 3
Sanctions	page 3
Use of Language	page 3
Other formats	page 3
General definitions	page 3-4
Cover	page 4-5
General Conditions	page 5-6
General Exclusions	page 6-7
Astrenska Privacy Notice	page 7-8

How to make a claim

To notify a claim please contact **us** no later than 30 days of the event that gives rise to the claim.

Tel: **0333 241 3369**

Please quote "Tenants Liability" in all communications.

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to **us** at:

Coplus
 Floor 2
 Norfolk Tower
 48-52 Surrey Street
 Norwich
 NR1 3PA

All claims involving theft, attempted theft or malicious damage must be reported to the police and a valid crime reference obtained.

How to make a complaint

We hope that **you** are completely happy with this **policy** and the service that **you** receive, however if **you** do have any reason to make a complaint, please follow the procedure below.

If **your** complaint relates to the sale of this **policy**, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA
Telephone: **0333 241 3369**

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: **0800 023 4567**
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Our regulator and Insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of **your** Tenants Liability **policy** is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your policy**. If **you** wish to renew this insurance **policy** please contact **your** insurance broker who will be able to discuss **your** requirements.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands of the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this **policy**.

Contracts (Rights of Third Parties) Act 1999

The terms of this **policy** are only enforceable by **you**. A person who is not named under this **policy** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this **policy** without the **insurer's** express prior written consent

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Astrenska Insurance Limited cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this **policy**. These words and phrases can be identified in **bold** throughout the **policy**.

Accidental Damage:	Damage caused suddenly and unexpectedly, occurring at a specific time and caused by an external force.
Claims Limit:	The amount as shown in the policy schedule and being the maximum amount the insurer will pay in the event of any claim on this policy . This maximum claims limit covered under this policy is £5,000.
Endorsement:	A specific term, condition or variation to the policy .
Excess:	The first £100 of each and every claim.
Family:	Your domestic partner and other relations that permanently reside with you .
Home:	The private dwelling shown in your policy schedule together with its garages and domestic outbuildings for which you are a tenant .
Insurer:	Astrenska Insurance Limited.

Landlord:	The person or persons named in your tenancy agreement as the landlord of your home .
Landlord's Property:	Landlord's buildings, household goods, furniture, fixtures and fittings for which you are legally responsible including television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling.
Money:	Cash, cheques, postal orders, unused postage stamps, saving stamps and certificates, premium bonds and gift vouchers, season tickets and travel tickets, travellers cheques.
Period of Insurance:	The period of 12 calendar months beginning with the date of inception of this policy as detailed on the policy schedule .
Policy:	The policy incorporates the policy booklet, the policy schedule and all terms, conditions and endorsements of your insurance contract with the insurer .
Policy Schedule:	The document which provides specific details of the insurance cover in force.
Tenancy Agreement:	The written agreement that sets out your obligations as a tenant to the Landlord .
Tenant:	The occupier of the home by virtue of a tenancy agreement .
Territorial Limits:	The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Uninsurable Risks:	Wear and tear, depreciation, fungus, rot, vermin, insect or domestic pet damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
Unoccupied:	Not lived in by you or without sufficient furniture and furnishings for normal living purposes.
Valuable:	Precious metals, jewellery, watches, stamp, coin and medal collections, money , photographic equipment, furs, curios, and works of art.
Vehicles and Craft:	Any electrically or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, other than: <ul style="list-style-type: none"> i) domestic gardening equipment; ii) battery-operated golf trolleys; iii) wheelchairs; iv) battery - or pedestrian-operated models or toys.
We/Us/Our:	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
You/Your:	The person(s) specified in the policy schedule and any member of their family permanently residing with them.

Cover

In the event of **accidental damage** to **landlord's property** caused by **you**, the **insurer** will, at their option:

1. replace the damaged **landlord's property** as new, or
2. pay for the cost of replacing the damaged item as new, or
3. pay the cost of repairing the item(s).

Conditions applying to this section

- a) The **insurer's** liability will not exceed the **claims limit** shown on **your schedule**.
- b) The **insurer** will not pay for the cost of replacing or repairing any undamaged item(s) of the **landlord's property** of **your home** which forms part of a pair, set, suite or part of a common design.
- c) **You** must not undertake any repairs to the **landlord's property** without the **insurer's** prior written consent.

Exclusions applying to this section

The **insurer** will not pay claims arising from or caused by fire, smoke, lightning, earthquake, explosion, escape of water, storm, flood, theft, attempted theft, falling trees/branches or satellite dishes, malicious damage or vandalism, subsidence, heave or landslip.

General Conditions

1. Claims

- a) If **you** need to make a claim under this **policy**, **you** must do the following:
- i) Provide the **insurer** with full details of **your** claim as soon as possible after the event and in any case no later than 30 days of the event that gives rise to the claim;
 - ii) Take all steps necessary to reduce further loss, damage or injury;
 - iii) Provide the **insurer** with all information and evidence, including written estimates and proof of ownership and value that the **insurer** may request.

Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without the **insurer's** permission in writing to do so.

- b) On receipt of a notification of a claim, the **insurer** may do the following:
- i) Enter any building following loss or damage with the **landlord's** permission;
 - ii) Take over and pursue or settle any claim on **your** behalf. **You** must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit any claim for compensation against any other person or organisation and **you** must give them all the information needed to do so;
 - iii) Appoint a loss adjuster to handle the claim on the **insurer's** behalf;
 - iv) Arrange to repair the damage to the building and/or any other property or item and handle any salvage appropriately;
 - v) Make a deduction for wear and tear if the **landlord's property** is not properly maintained and in a good state of repair;
 - vi) Contact **you** directly at any point concerning **your** claim.

2. Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **policy** terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask

them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

5. Statutory Regulations

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

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

7. Acts of Parliament

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

General Exclusions

These exclusions apply to the whole **policy** document. The **insurer** will not pay claims in respect of:

- 1) The **excess** which is payable by **you**;
- 2) Any amount exceeding the **claims limit** stated in **your policy schedule**;
- 3) Damage by any cause other than **accidental damage**;
- 4) Property owned by **you** or in **your** custody or control that does not belong to **your landlord**;
- 5) Damage whilst **your home** is **unoccupied** for 30 days or more;
- 6) Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
- 7) Damage caused by wear and tear, settlement, shrinkage, vermin, insects, damp, dry or wet rot, weather or atmospheric conditions or anything that happens gradually;
- 8) The process of cleaning, altering or repairing/ restoration;
- 9) Mechanical or electrical breakdown;
- 10) Loss of value;
- 11) Damage occurring after **you** have vacated the **home**;
- 12) Damage to **valuables** and **money**;
- 13) Damage to **vehicles and craft**;

- 14) Any direct or indirect consequence of:
- Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 15) Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- 16) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered or otherwise corrupted.

For the purposes of this **policy**, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this **policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Astrenska Privacy Notice

How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
 - issue you this insurance policy;
 - deal with any claims or requests for assistance that you may have
 - service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure. We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that you have with us;
- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>