

Tenants Liability Insurance

Policy Wording



Tenants Liability
Terms and Conditions
12 months

About Your Insurance

Welcome to **your** Lexelle Tenants Liability Insurance Policy Document.

This insurance was arranged by Lexelle Limited and is underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Lexelle Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 312782.

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The **insurer** is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

As Lexelle Limited acts as an agent for the **insurer**, monies paid to (or held by) Lexelle Limited in relation to the insurance contract are treated as having been paid to (or held by) the insurer.

Your insurance is a 12-month **policy**. **Your policy** start date and **your** period of insurance are shown on **your policy schedule**.

Understanding **your policy**: Please read this **policy** carefully and make sure **you** understand fully and comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the **policy** becoming void.

All insurance documents and all communication with **you** about this **policy** will be in English.

The Insurance Contract: This Policy Document and **your policy schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your policy schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This **policy** will not be in force unless the correct premium has been received and it has been agreed by an authorised official of the **insurer** and confirmation sent to **you** with the **policy schedule**. The **policy** contains details of the Insurance cover **you** have bought, what is excluded from cover and the terms and conditions of this Insurance.

Important Information

Changes in **your** circumstances: The **policy** has been issued based upon information which **you** have given to the **insurer** about **yourself** and **your** insured property. **You** must tell the **insurer** immediately of any changes to this information including any change of address. **You** must also notify the **insurer** if **you** have been convicted of handling stolen goods, fraud, forgery, robbery, theft or if **you** have been declared bankrupt. If **you** do not reveal

any relevant information the consequences may be that the **policy** is void and any claim **you** have, may be invalidated.

Eligibility for Cover:

It is a condition precedent to **our** liability under this insurance contract that the following matters are true and accurate:

- The policyholder must be 18 years or older.
- 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**.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the **policy** and will appear in bold.

Accidental Damage

Damage caused suddenly and unexpectedly, occurring at a specific time and caused by an external force within the **territorial limits**.

Claims Administrator

Sedgwick International UK, Oakleigh House, 14-16 Park Place Cardiff, CF10 3DQ, Tel: 0345 600 7406

Claims Limit

The amount as shown in the **policy schedule** and being the maximum amount, the **insurer** will pay in the aggregate for any claims made on this **policy**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this **policy**.

Endorsement:

A specific term, condition or variation to the **policy**.

Excess

The first amount payable for 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, garden walls, gates, fences patios and domestic outbuildings for which **you** are a **tenant**.

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 **us**.

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, settlement, shrinkage, dry or wet rot, vermin, insect or domestic pet damage, mechanical or electrical faults, 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.

Valuables

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:

- Domestic gardening equipment.
- Battery-operated golf trolleys.
- Wheelchairs.
- Battery - or pedestrian-operated models or toys.

We/Us/Our/Insurer(s)

Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

You/Your

The person(s) specified in the **policy schedule** and any member of their family permanently residing with them.

What is Insured

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 policy 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

Claims

- 1) If **you** need to make a claim under this **policy**, **you** must do the following:
 - a) 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.
 - b) Take all steps necessary to reduce further loss, damage or injury.
 - c) 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.

- 2) On receipt of a notification of a claim, the **insurer** may do the following:
 - a) Enter any building following loss or damage with the **landlord's** permission.
 - b) 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.
 - c) Appoint a loss adjuster to handle the claim on the **insurer's** behalf.
 - d) Arrange to repair the damage to the building and/or any other property or item and handle any salvage appropriately.
 - e) Make a deduction for wear and tear if the **landlord's property** is not properly maintained and in a good state of repair.
 - f) Contact **you** directly at any point concerning **your** claim.

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) Any **uninsurable risks**
- 8) **Consequential loss**.
- 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.
- 17) 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.
- 18) 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.

How to make a Claim

In the event of a claim, please contact the **claims administrator** within 30 days from the date of the event **you** are looking to claim for, giving as much information as **you** can about what has happened:

Sedgwick International UK
Oakleigh House
14-16 Park Place
Cardiff CF10 3DQ
Tel: 0345 600 7406
Email: novusclaims@uk.sedgwick.com

CANCELLATION

You have the right to cancel this **policy** within 14 days of the date **you** purchased the **policy** or when **you** received the **policy** documents if this is later. This is known as **your** cooling off period. **you** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

Thereafter **you** may cancel the insurance cover at any time by informing **your** agent or broker however no refund of premium will be payable.

GSRLTD/Tenants Liability/270421

Cancellation by Us

We may at any time cancel any insurance **policy** 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) Non-payment of premium.
- b) Threatening and abusive behaviour.
- c) Failure to provide documents.
- d) Non-compliance with **policy** terms and conditions.

If **we** cancel **your policy**, **we** will provide a refund of **your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to Fraud.

When Your Policy Will End

The benefits provided under **your policy** will cease on the earliest of the following: -

- a) The expiry date, as shown on **your** latest **policy** **schedule**.
- b) **You**, or anyone representing **you**, knowingly provides false information to **your** agent or broker, **claims administrator** or **us**.
- c) The **claims limit** has been reached.

Complaints Procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below: -

SALE OF THE POLICY

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Tel: 0114 249 3300
Email: assist@lexelle.com

CLAIMS

Novus Complaints Team
Sedgwick International UK
Oakleigh House
14-16 Park Place
Cardiff CF10 3DQ
Tel: 0345 600 7406
Email: novuscomplaints@uk.sedgwick.com

In all correspondence, please state that **your** insurance is provided by Novus Underwriting Limited and quote scheme reference B1927GDR0012021/09

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, Sedgwick International UK will pass it to: Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London, EC3M 7AT Email: complaints@novusunderwriting.com

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

You may contact the Financial Ombudsman Service at: -

The Financial Ombudsman Service,
Exchange Tower,

London,
E14 9SR.
Tel: 0300 123 9 123F
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 Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>.

This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- a) Not pay **your** claim, and
- b) Recover (from **you**) any payments **we** have already made in respect of that claim, and
- c) Terminate **your** insurance from the time of the fraudulent act, and
- d) Inform the police of the fraudulent act. If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Information You have provided - Insurance Act 2015

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out or make changes to this policy.

You must notify the agent or broker who sold **you** this **policy** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** **policy**.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify the selling agent or broker of any incorrect information or changes **you** wish to make, **your** **policy** may not operate in the event of a claim. **We** may not pay any claim in full or **your** **policy** could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

Personal Information

For more information about how the **insurer** use **your** personal information please see our full privacy notice, which is available in the Privacy section of our website www.helvetia.com/privacy.

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Compensation Scheme

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet their 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY