

## **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: 0345 111 0672** (24 hours)

**Intasure**  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

## Index

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

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# 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 immediately 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:

Intasure  
AMP House  
Dingwall Road  
Croydon  
CR0 2LX

Tel: 0345 111 0672

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.

## DATA PROTECTION

It is agreed by the Insured that any information provided to Us and / or their underwriter regarding the Insured will be processed by Us and / or the underwriter, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## 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

### 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 Intasure 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

- 6** Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.

- 7** Theft or attempted theft.

- 8** Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

- 9** Falling trees or branches, lamp posts or telegraph poles.  
Limited to the cost of removal up to £500.

- 10** Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.

**Our** liability shall not exceed £1,500 in any one year of insurance.

### We will not pay for

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

- 6** Loss or damage
- (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.

- 7**
- (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.

- 8** Damage caused by domestic pets or birds.

- 9** (a) Destruction or damage caused during felling or lopping operations.

- 10**
- (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 <b>Excess</b> shown in <b>Your Schedule</b> .	
<p><b>E Loss of Metered Water and Domestic Fuel</b> Loss of metered water or domestic heating oil (for which <b>You</b> are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the <b>Home</b>.</p> <p>Limited to £1,500.</p>	<p><b>E</b></p> <ul style="list-style-type: none"><li>(a) Loss or damage caused while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> for a period in excess of 60 days.</li><li>(b) Swimming pools / Hot tubs / Jacuzzis.</li><li>(c) Caused by frost/freezing whilst the <b>Property</b> is vacant unless temperature is maintained above 15°C or 59°F or when the <b>Property</b> 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).</li></ul>
<p><b>F Garden Ornaments and Furniture</b> <b>We</b> will pay the cost of replacing or repairing <b>Your Garden</b> 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><b>F</b></p>
<p><b>G Pedal Cycles</b> Pedal cycle(s) and its accessories are insured against loss or damage caused by theft or attempted theft within the boundaries of the <b>Home</b>.</p> <p>Limited to £500 per cycle.</p>	<p><b>G</b> Loss or damage:</p> <ul style="list-style-type: none"><li>(a) caused by electrical and/or mechanical fault or breakdown.</li><li>(b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.</li><li>(c) while the pedal cycle is used for racing or is hired or lent to anyone.</li><li>(d) by theft unless in a building or securely locked to an immovable object.</li></ul>
<p><b>H Freezer Contents</b> The freezer and refrigerator <b>Contents</b> 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><b>H</b> Loss or damage:</p> <ul style="list-style-type: none"><li>(a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority.</li><li>(b) caused by any strike, lockout or industrial dispute.</li><li>(c) to the freezer or refrigerator itself.</li></ul>
<p><b>I Personal Money</b> Limited to £350 in any one period of insurance.</p>	<p><b>I</b></p> <ul style="list-style-type: none"><li>(a) Loss of <b>Money</b> not reported to the Police within 24 hours of discovery.</li><li>(b) Loss of <b>Money</b> from garages or outbuildings or <b>Money</b> held for business or professional services.</li></ul>

## 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 <b>Excess</b> shown in <b>Your Schedule</b> .
	Loss or damage listed under General Exclusions to Section 2.
<p><b>A Unspecified Valuables, Personal Effects and Clothing (worldwide)</b> Accidental loss of or damage to Unspecified <b>Valuables</b>, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the <b>Schedule</b> 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><b>A Loss or damage:</b></p> <ul style="list-style-type: none"> <li>(a) to compact discs, cassettes, or records worth more than £100 in total.</li> <li>(b) to sports equipment in the course of play.</li> <li>(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.</li> <li>(d) to credit cards.</li> <li>(e) to contact lenses or corneal lenses, spectacles.</li> <li>(f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.</li> <li>(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.</li> <li>(h) to mobile phones.</li> <li>(i) to <b>Portable Computer(s)</b>. (Unless specified on the policy <b>Schedule</b>).</li> <li>(j) to pedal cycles. (Unless specified on the policy <b>Schedule</b>).</li> <li>(k) to dentures, dental related items and hearing aids.</li> <li>(l) to jewellery or watches with a combined value greater than £2,501 unless such items are:             <ul style="list-style-type: none"> <li>(i) being worn or,</li> <li>(ii) being carried by hand under the close personal supervision of the <b>Insured</b>, or</li> <li>(iii) deposited in bank or locked safe, unless the <b>Insured</b> is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.</li> </ul> </li> </ul>
<p><b>B Personal Money</b></p> <p>Limited to £350 in any one period of insurance.</p>	<p><b>B</b></p> <ul style="list-style-type: none"> <li>(a) Loss of <b>Money</b> not reported to the Policy within 24 hours of discovery.</li> <li>(b) Loss of <b>Money</b> from Garages or outbuildings or <b>Money</b> held for business or professional services.</li> </ul>

## 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 CONDITIONS (application to the policy in its entirety)

## GENERAL CLAIMS CONDITIONS

### 1 Action by the Insured

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

- (a) Notify the insurers immediately, or at most within 21 days of discovery.
- (b) Notify police authorities immediately 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.

# GENERAL EXCLUSIONS (application to the policy in its entirety)

## 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.

### 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.

### 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

## GENERAL EXCLUSIONS (application to the policy in its entirety)

### We will not pay for

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.

# 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) immediately 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** immediately and as soon as possible provide full written details and assistance as requested by **Us**.
- (b) immediately 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.

## ENDORSEMENTS

The **Endorsements** shown below, only apply to **Your** Policy if the endorsement number is specified in **Your** Policy **Schedule** and they are subject to the terms, conditions and limitations of this Policy.

### HH907

#### SECURITY ENDORSEMENT (STANDARD)

Whenever the **Home** is left unattended or **Unoccupied**, **We** will not pay for loss or damage unless:

##### Exit doors

The final exit door is fitted with and has in operation a:

- mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system

##### Doors

All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with and have in operation either:

- a mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system **or**
- security bolts fitted top and bottom

##### Patio doors

Sliding patio doors are fitted with and have in operation either:

- key-operated sliding door locks top and bottom **or**
- deadlock or catches securing into the frame operated by an internal handle **or**
- any internal patio door lock, or key operated lock mounted internally on the central rails

##### Windows

All ground floor, basement and accessible upper floor windows are fitted with and have in operation:

- lever operated window locks **or**
- catches **or**
- shutters **or**
- metal grilles embedded into the wall

### HH908

#### SECURITY ENDORSEMENT (OVER-RIDER)

The Security Endorsement HH907 is set aside in consideration of the alternative security as advised either in the original Proposal Form or in correspondence either from the **Policyholder** or the placing Broker. Although the wording has been amended it is incumbent upon the **insured** to maintain the security in a good working order and to advise **Us** if any major changes take place in the future.

### HH909

#### SECURITY ENDORSEMENT (EIGHT WEEKS SET ASIDE)

The Security Endorsement HH907 will be set aside for a period of eight weeks from inception or the renewal date to enable the **Policyholder** to arrange for the required security to be installed.

### HH910

#### EARTHQUAKE EXCLUSION

**We** do not cover loss or damage caused by earthquake or volcanic eruption. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

### HH915

#### PEDAL CYCLES

**We** will not pay for:

- loss or damage while being used for track racing or trade purposes.
- theft unless in a building or securely locked to an immovable object.
- loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

### HH916

#### STILLAGE CLAUSE

It is a condition precedent to **Our** liability that in respect of items stored or contained in the basement area or underground garage of the premises that they are stored at least 15cm off the floor and any exposed water pipes in the basement area or underground garage are suitably lagged.

### HH918

#### MACHINERY LIABILITY

In consideration of cover being extended to include a golf buggy, **Garden** tractor or electric cycle, Section 4 - Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the **Property**, but not beyond the territorial limit of the country in which the **Property** is situate. In respect of France liability is excluded.

### HH920

#### FLOOD - INCREASED POLICY EXCESS

**Our** Liability in respect to a claim for Flood Damage is subject to a £2500 policy **excess** or 20% co-insurance contribution from the insured, whichever is the greater. This **endorsement** will apply to each and every claim for Flood

### HH922

#### BELLS ONLY ALARM WARRANTY

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **Your Home** be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **Your Home** is left unattended.

## ENDORSEMENTS

### HH926

#### ACCIDENTAL DAMAGE COVER (INSURED AND FAMILY)

The Policy is extended to provide optional accidental damage cover under Section 2 - Contents. The Cover is subject to the policy standard **Excess**.

### HH928

#### RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **Property**, including where **You** are working in **Your** capacity as professional tradesman.

### HH932

#### CENTRAL STATION MONITORED ALARM WARRANTY

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **Your Home** be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **Your Home** is left unattended.
- (c) **You** shall notify **Us** immediately if written notice is received from the alarm receiving station warning of withdrawal of their response to calls from the Alarm.

### HH933

#### NON-ADMITTED ENDORSEMENT

This insurance contract is negotiated and made in the United Kingdom between **You** and **Us**, authorized to conduct insurance business in the United Kingdom. **You** acknowledge that no solicitation for the insurance has been made by **Us** outside of the United Kingdom, that the contract is subject to English law and jurisdiction and that claims are payable in the United Kingdom.

**You** acknowledge that any applicable future taxes (local) will be paid by **You** directly to the appropriate authority.

This will only apply in the year of notification by the local tax authorities. In all subsequent years Intasure will incorporate the local taxes within the premium.

### HH936

#### DISPUTED OWNERSHIP

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

### HH950

#### SUBSIDENCE COVER EXCLUSIONS

Subsidence, landslip and heave are excluded on this policy. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

### HH951

#### FLOOD COVER EXCLUSIONS

Flood cover is excluded on this policy. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

### HH953

#### RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean, Fire, Storm & Collision) only. An **Excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **Property**, including where **You** are working in **Your** capacity as professional tradesman.

### HH955

#### STANDARD UNOCCUPIED WARRANTY

In respect of vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and all water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorized entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (d) The premises shall be inspected on a weekly basis by a duly appointed representative of the **insured**, a record of all visits being maintained by the **insured**, and any defects in the above requirements rectified immediately.
- (e) The cover is subject to a £500 **Excess** during the months of November to March inclusive in respect of escape of water.



## HH956

### PERMANENTLY UNOCCUPIED WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and all water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorized entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (d) The cover is subject to a £500 **Excess** during the months of November to March inclusive in respect of escape of water.

## HH957

### TO BE USED FOR 'BUILDING WORKS'

In respect of any vacant premises or parts of premises which are vacant:

- (a) All external openings at ground &/or street level and all basements shall be secured against unauthorized entry.
- (b) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (c) The premises shall be inspected on a regular basis by a duly appointed representative of the **insured**, a record of all visits being maintained by the **insured**, and any defects in the above requirements rectified immediately.

## HH965

### SIT-ON MOWER / MOBILITY SCOOTER WARRANTY

It is a condition precedent to **Our** liability that Mower / Mobility Scooter keys must be removed from the vehicle and the vehicle must be locked in a secured out-building when not in use. The policy will not cover theft unless following forcible/violent entry. Vehicle disappearance by mysterious or undefined circumstances will not be covered by this policy.

## HH967

### PORTABLE COMPUTER(S) WARRANTY

Section 3 Personal Effects and Valuables is extended to include **Portable Computer(s)** for any loss when transported by air or sea provided such Property is kept as hand luggage when taken by air and kept in a lock fast and secure cabin when taken by sea.

Theft is not covered when left unattended and not at the Premises unless locked within a Building or a Hotel Room or safe and there is evidence of forcible or violent entry or exit from such Building Hotel Room or Safe. Cover excludes theft from motor vehicle.

This endorsement extends cover to include accidental damage.

## HH980

### SPLIT LIABILITY ENDORSEMENT - CONTENTS

As listed in the **Schedule, Your** Policy is extended to include Section 4 - Liability. **Our** liability shall not extend beyond that which is defined under **Contents**.

## COMPLAINTS PROCEDURE

If **You** have a Complaint which relates to either **Your** Policy or to a claim which **You** have submitted under **Your** policy then please raise this in the first instance with Intasure who will aim to resolve **Your** concerns by close of the next business day.

If Intasure is unable to deal with **Your** concerns the matter will be forwarded onto **Your Insurer** via Intasure. Address is:

The Managing Director  
Intasure  
AMP House  
Dingwall Road  
Croydon, Surrey CR0 2LX  
United Kingdom

Whilst reviewing **Your** complaint **Your Insurer** will:

- Acknowledge **Your** complaint promptly
- Investigate **Your** complaint quickly and thoroughly
- Keep **You** informed of the progress of **Your** complaint
- Do everything possible to resolve **Your** complaint

**Your Insurer** is obliged to provide **You** with a written offer of resolution within 8 weeks of the date **Your** complaint was received.

In the event that you remain dissatisfied and wish to make a complaint, you can do so by referring the matter to the Complaints team at Lloyd's:

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

Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://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](http://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 (FOS)  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (if calling from landline) or 0300 123 9123 (if calling from a mobile)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Intasure or the **Underwriter** the opportunity to resolve it.

### Financial Services Compensation Scheme (FSCS)

All **insurers** on the Intasure Holiday Homes Overseas policy are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).

### Law applicable to contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

**ENQUIRIES: +44 (0)345 111 0670**

**Monday - Friday 9am - 5.30pm**

**CLAIMS: 0345 111 0672 (24 hours)**





**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: 0345 111 0672** (24 hours)

**Intasure**  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

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