



**TENANTS
LIABILITY
INSURANCE**

Hello

Please read this booklet carefully alongside your policy documents, to ensure that the cover provided meets your needs and expectations.

This *Policy Booklet* is also available in Braille and large print.



CONTENTS

Important information	5
How to make a claim	5
How to make a complaint	5
Our regulator	6
Fair processing notice	6
Choice of law and jurisdiction	7
Contracts (Rights of Third Parties) Act	7
Your agreement with others	7
Financial Services Compensation Scheme	7
Use of language	7
General definitions	8
Cover	9
Conditions applying to your cover	9
Conditions applying to the policy	9
Exclusions applying to the policy	11

This Tenants Liability insurance policy is administered by Paymentshield, arranged on your behalf by Property Guard and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Paymentshield Limited (registered number 02728936) is a company registered in England and Wales at Paymentshield House, Southport Business Park, Wight Moss Way, Southport PR8 4HQ. Authorised and regulated by the Financial Conduct Authority.

Property Guard is a trading name of Motorplus Limited (registered number 03092837) which is a company registered at Speed Medical House, Matrix Park, Chorley, Lancashire, PR7 7NA. Authorised and regulated by the Financial Conduct Authority.

The following policy wording is a contract between you and the insurer.

POLICY WORDING

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 Paymentshield know as soon as possible to ensure that **your** cover remains fully effective and in force.

You are required to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked and to make sure that all information supplied is true and correct. **You** must also inform Paymentshield of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a **claim**. If **you** have any queries relating to what information needs to be disclosed, please contact Paymentshield.

This policy must be read together with **your** policy documents. This *Policy Booklet*, **your** *Statement of Fact* and *Policy Certificate* together form **your** contract of insurance.

This cover is provided to **you** in return for payment of the premium.

HOW TO MAKE A CLAIM

In the event of a claim, please contact Cunningham Lindsey, who answer calls on behalf of Property Guard, 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:



Cunningham Lindsey
Property Guard Tenants Liability
Claims
Apex Plaza
Forbury Road
Reading
RG1 1AX



0345 604 9791

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 **you** are not please contact **your** agent in the first instance if the complaint relates to the sale of this policy.

If the general administration of **your** policy has not met **your** expectations, **you** should contact the Paymentshield customer services team at:



Paymentshield Limited
PO Box 229
Southport
PR9 9WU



0345 604 9791

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



Quality Assurance Manager
Property Guard
Norfolk Tower
Floor 2
48-52 Surrey Street
Norwich
NR1 3PA
0333 241 9580



It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible 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



0800 0234567

complaint.info@
financial-ombudsman.org.uk



www.financial-ombudsman.org.uk

OUR REGULATOR AND INSURER

This insurance is arranged by Property Guard Limited underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Property Guard is a trading name of Motorplus Limited who are authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

All of this information can be checked on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning 0800 111 6768.

FAIR PROCESSING NOTICE

The privacy and security of your information is important to us. This notice explains who the administrator Paymentsshield is, the types of information Paymentsshield hold, how Paymentsshield use it, who Paymentsshield share it with and how long Paymentsshield keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. Paymentsshield will update this notice as required and at least annually (every December). Therefore, it is suggested you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

Who are Paymentsshield?

Paymentsshield Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services provided to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do Paymentsshield collect?

To enable Paymentsshield to provide you with the right product or service to meet your needs (or to handle a claim) Paymentsshield will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

Paymentsshield may need to request and collect sensitive personal information such as details of convictions or medical history to provide you with the product or service or to process a claim.

Paymentsshield only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. Paymentsshield will therefore not seek your explicit consent to process this information as it is required by them to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then Paymentsshield will be unable to offer you that product or service.

How do Paymentsshield use your personal information?

Paymentsshield will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

Paymentsshield may also take the opportunity to

- Contact you about products that are closely related to those you already hold
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to their websites

Only where you have provided Paymentsshield with consent to do so, Paymentsshield may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time Paymentsshield will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). Paymentsshield are fully committed to Ofcom regulations and have strict processes to ensure Paymentsshield comply with them.

To ensure the confidentiality and security of the information held, Paymentsshield may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

Paymentsshield may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

Paymentsshield follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

Paymentsshield store all the information that you provide to them, including information provided via forms you may complete on their websites, and information which they may collect from your browsing (such as clicks and page views on their websites).

Any new information you provide may be used to update an existing record Paymentsshield hold for you.

When do paymentsshield share your information?

To help Paymentsshield prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. Paymentsshield will never make a search that leaves a record on your credit history without informing you first.

Paymentsshield may use firms involved in financial management regarding payment.

Paymentsshield may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

Paymentsshield will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where they have your consent to do so.

The data collected about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for Paymentsshield or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If Paymentsshield provide information to a third party they will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair

Processing Notice.

Paymentshield may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

Paymentshield may also share your information with anyone you have authorised to deal with them on your behalf.

How long do paymentshield keep your information for?

Paymentshield will not keep your personal information longer than is necessary for the purpose for which it was provided unless they are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

Paymentshield will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, Paymentshield will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract has ended.

Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information Paymentshield hold about you. [ICO guidance](#)
- Erasure - Where Paymentshield have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten). [ICO guidance](#)
- Paymentshield may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it. [ICO guidance](#)
- Marketing - If you wish to inform Paymentshield of changes in consent for

marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from them.

If you are unhappy about the way Paymentshield have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/your-data-matters/>.

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 or Northern Ireland, in which case the law for that country will apply. Unless otherwise agreed in writing, the courts of England and Wales, (or Scotland or Northern Ireland if **your** main residence is situated there) 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**.

The **insurer** 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

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE 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.

USE OF LANGUAGE

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

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 within the territorial limits .
Claims limit	The amount as shown on the <i>Policy Certificate</i> and being the maximum amount the insurer will pay in the event of any claim on this policy in any one period of insurance .
Excess	The first £100 of each and every claim
Family	You, your domestic partner and other relations that permanently reside with you .
Home	The private dwelling shown in your <i>Policy Certificate</i> together with its garages and domestic outbuildings for which you are a tenant .
Insurer	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE.
Landlord('s)	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 for which this policy is in force as shown on your <i>Policy Certificate</i>
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.
Terrorism	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
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:

- i) domestic gardening equipment,
- ii) battery-operated golf trolleys;
- iii) wheelchairs,
- iv) battery- or pedestrian-operated models or toys.

We/Us/Our

Property Guard Limited

You/Your

The person(s) specified in the *Policy Certificate* 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 YOUR COVER

1. The **insurer's** liability will not exceed the **claims limit** shown on **your Policy Certificate**.
2. 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.
3. **You** must not undertake any repairs to the **landlord's property** without the **insurer's** prior written consent.

CONDITIONS APPLYING TO THE POLICY

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 or 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 advise PaymentsShield within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later. On the condition that no claims have been made or are pending, the **insurer** will refund **your** premium in full.

YOUR RIGHT TO CANCEL

You may cancel this insurance policy at any time after this 14 day period and **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered, calculated on a pro-rata basis. If **you** have made a claim and **you** choose to cancel **your** policy **you** will not be entitled to a refund of premium.

THE INSURER'S RIGHT TO CANCEL

The **insurer** will 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 for the **insurer** to cancel this insurance policy include but are not limited to:

- a. Fraud (please also see Condition 4 - fraudulent claims)
- b. Non-payment of the premium
- c. Threatening or abusive behaviour
- d. Non-compliance with policy terms and conditions

If the **insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

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 which can be found on page 5. 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

If **you** make a request for payment under this policy knowing it to be fraudulent or false, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

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 and Northern Ireland and shall include any subsequent amendments, re-enactments or regulations.

EXCLUSIONS APPLYING TO THE POLICY

1. 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;
2. Any claim which was not notified to **us** within 30 days of the date of event;
3. The **excess** which is payable by **you**;
4. Any amount exceeding the **claims limit** stated on **your Policy Certificate**;
5. Damage by any cause other than **accidental damage**;
6. Property owned by **you** or in **your** custody or control that does not belong to **your landlord**;
7. Damage whilst **your home** is **unoccupied** for 30 days or more;
8. Damage caused by deception unless deception is only used to gain entry;
9. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
10. Damage caused by wear and tear, settlement, shrinkage, vermin, insects, damp, dry or wet rot, weather or atmospheric conditions or anything that happens gradually;
11. The process of cleaning, altering, repair or restoration;
12. Mechanical or electrical breakdown;
13. Loss of value;
14. Damage occurring after **you** have vacated the **home**;
15. Damage to **valuables** and **money**;
16. Damage to **vehicles and craft**;
17. 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;

18. 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;
19. Claims arising from any consequence, howsoever caused by computer viruses, including but not limited to a computer virus resulting in electronic data being lost, destroyed, distorted, altered or otherwise.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable 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.

paymentshield.co.uk