



# TENANTS LIABILITY INSURANCE

## Welcome to your Tenants Liability Insurance Policy

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This document can be made available in other formats on request.



## Your Insurers

This insurance is arranged by Let Alliance and underwritten by AmTrust Specialty Limited.

Let Alliance is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance distribution. Firm Reference Number 308724.

AmTrust Specialty Limited is the insurer for this policy. It is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202189.
- registered in England & Wales under company number 01229676

Its registered office is at: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, United Kingdom

## Your Cover

This insurance is designed to provide cover for **Accidental Damage** to **Landlords' Property** for which **You** are legally responsible as a **Tenant** of the **Home**.

The parties have entered into this contract in good faith and understand their respective obligations. There are General Conditions contained in this **Policy** at pages 11-12 as well as other obligations and conditions that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation/condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered (see Tenant's Liability Section on page 11) and sets out the extent of cover together with obligations and exclusions specific to the cover. If **You** do need to make a claim under the **Policy**, details of what is required is set out in pages 16-18.

General Exclusions applying to the **Policy** are set out in pages 13-16. **We** will not pay a claim if an exclusion(s) is applicable.

The General Definitions at pages 7-10 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the



**Sum Insured.** The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this **Policy**, **You** will find our complaints procedure on pages 19-21.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Us** to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

#### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on pages 22–27.

## Cancellation

### How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via Let Alliance or in writing to **Our** address as stated in **Your Schedule**.

### Cooling off period

**You** have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of **Your Policy** or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is later.

If **You** wish to cancel and the **Period of Insurance** has not yet commenced, **You** will be entitled to a full refund of the **Premium** paid. Alternatively if **You** wish to cancel and the **Period of Insurance** has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the **Premium** paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of Premium” below.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

### After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this **Policy** at any time. If **You** cancel this **Policy** after the cooling off period, **We** will pay **You** a refund of any **Premium** paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of Premium” below.

It’s important that **You** cancel this **Policy** if cover is no longer required. Any cancellations requested for a date in the past may require proof from **You** and could incur additional fees to process. In all cases **We** cannot accept cancellations with an effective date before the latest transaction date, which is either the policy start date, a mid-term amendment or renewal date.

### Our right to cancel this insurance

**We** may cancel this **Policy** where there is a valid reason by giving **You** thirty (30) days’ notice in writing by registered letter to **Your** last known address. If **We** cancel this **Policy**, **We** will pay **You** a refund of any **Premium** paid as stated in “Return of Premium” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- b) the information that forms the basis of this contract changes;
- c) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- d) the **Premium** has not been paid;
- e) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

### Cancellation – instalment payments

If **You** pay **Your Premium** by direct debit and there is any default in payment **We** may then cancel this **Policy** and a refund or credit of **Premium** may not be due when cancellation takes place in these circumstances.

### Return of Premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any **Premium**. for the applicable **Period of Insurance**, if **You** pay **Your Premium** by instalments **We** will continue to collect these instalments until the full **Premium** for the applicable **Period of Insurance** has been collected.

If this **Policy** is cancelled, provided **You** have not made a claim and there hasn’t been an incident that could give rise to a claim, **We** will return the **Premium** stated in the **Schedule** less a deduction for the time for which **You** have been covered on a proportional basis (for example, if **You** have



been covered for 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**).

## Changes To Your Policy

**We** have the right to change the terms of **Your Policy** and / or **Premium**, by giving **You** not less than 60 days prior notice of the change taking effect.

## Governing Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Definitions

The following definitions have the same meaning wherever they appear in **Your Policy** or **Your Schedule** and are highlighted in bold:

<b>Definitions:</b>	<b>Definition Meaning:</b>
<b>Accidental Damage</b>	Damage or loss that is unexpected and unintended caused by something sudden and which is not deliberate.
<b>Computer System</b>	The words <b>Computer System</b> shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by <b>You</b> or any other party.
<b>Consequential Loss</b>	Any other costs that are directly or indirectly caused by the event which led to <b>Your</b> claim unless specifically stated in this <b>Policy</b> . For example, mobile telephone call charges following the loss of a mobile telephone.
<b>Cyber Act</b>	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any <b>Computer System</b>
<b>Cyber Incident</b>	The words <b>Cyber Incident</b> shall mean: <ul style="list-style-type: none"> <li>a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any <b>Computer System</b>; or</li> <li>b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any <b>Computer System</b>.</li> </ul>
<b>Cyber Loss</b>	Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any <b>Cyber Act</b> or <b>Cyber Incident</b> including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any <b>Cyber Act</b> or <b>Cyber Incident</b> .

<b>Data</b>	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a <b>Computer System</b> .
<b>Data Processing Media</b>	Any property insured by this <b>Policy</b> on which <b>Data</b> can be stored but not the <b>Data</b> itself.
<b>Endorsement</b>	A specific term, condition or variation to the <b>Policy</b> .
<b>Excess</b>	The first amount of any claim for which <b>You</b> are responsible. The excess only applies if shown in <b>Your Schedule</b> .
<b>Home</b>	The private dwelling shown in <b>Your Schedule</b> together with its garages and domestic outbuildings.
<b>Household</b>	<b>Your</b> spouse or partner, <b>Your</b> children (including adopted and foster children) and any other person who permanently lives with <b>You</b> . Excludes lodgers and paying guests.
<b>Landlords' Property</b>	Landlords' buildings, household goods, furniture, fixture, fittings and furnishings any of which <b>You</b> are legally responsible including television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling.
<b>Period of Insurance</b>	The period of time this <b>Policy</b> is effective as shown on <b>Your Schedule</b> . Each renewal represents the start of a new <b>Period of Insurance</b> .
<b>Policy</b>	The policy incorporates the policy wording, <b>Your Schedule</b> and all terms, conditions and <b>Endorsements</b> of <b>Your</b> insurance contract with <b>Us</b> .

<b>Pollution</b>	<p>a) Pollution or contamination by naturally occurring or man- made substances, forces, and organisms, including, but not limited to,</p> <p>(i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of <b>Terrorism</b>, and</p> <p>(ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and</p> <p>b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.</p>
<b>Premium</b>	<p>The agreed amount payable by <b>You</b> by Direct Debit/ Credit Card/ Debit Card each month or annually in order that cover remains in force under the terms and conditions of this <b>Policy</b>.</p>
<b>Schedule</b>	<p>The document which provides specific details of the insurance cover in force including <b>Your</b> name and the address of the <b>Home</b>, <b>Period of Insurance</b>, the <b>Premium</b> and sections of this <b>Policy</b> that apply.</p>
<b>Sum Insured</b>	<p>The amount as shown in the <b>Schedule</b> and being the maximum amount, <b>We</b> will pay in the event of any claim on this <b>Policy</b>.</p>
<b>Tenant</b>	<p>A person occupying the <b>Home</b> by virtue of a tenancy agreement.</p>
<b>Terrorism</b>	<p>Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.</p>
<b>Uninsurable Risks</b>	<p>Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.</p>
<b>Unoccupied</b>	<p>The <b>Home</b> is deemed to be unoccupied when it is not lived in by <b>You</b>. Regular visits to the <b>Home</b> or occasional overnight stays does not represent permanently lived in.</p>



<b>Valuables</b>	Articles made from precious metals, jewellery, watches, stamps, medals, money, photographic equipment, furs, curios, and works of art.
<b>Vehicles and Craft</b>	Any electrically or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all terrain vehicles or quad bikes, other than domestic gardening equipment.
<b>We / Us / Our</b>	AmTrust Specialty Limited.  <b>Your Policy</b> is administered by Let Alliance on behalf of AmTrust Specialty Limited
<b>You/Your(s)/Yourself</b>	The person(s) as specified in the <b>Schedule</b> and any member of <b>Your Family</b> , or in the event of their death, their legally appointed representative.

## Tenants' Liability Section

We will pay for **Accidental Damage** to **Landlords' Property** for which **You** are legally responsible as a **Tenant** of the **Home** occurring during the **Period of Insurance** at the **Home**.

What we will cover	What we will not cover
<p>1. <b>Accidental Damage to Landlords' Property</b></p>	<ul style="list-style-type: none"> <li>• the <b>Excess</b> shown on <b>Your Schedule</b></li> <li>• any amount exceeding the <b>Sum Insured</b> shown in <b>Your Schedule</b></li> <li>• damage by any cause other than <b>Accidental Damage</b></li> <li>• property owned by <b>You</b> or in <b>Your</b> custody or control that is not <b>Landlords' Property</b></li> <li>• damage whilst <b>Your Home</b> is <b>Unoccupied</b> for 30 or more days in a row</li> <li>• damage caused by deception unless deception is only used to gain entry</li> <li>• <b>Uninsurable Risk</b> or loss of value</li> <li>• damage occurring after the end of <b>Your</b> tenancy agreement.</li> <li>• damage to <b>Valuables</b></li> <li>• damage to <b>Vehicles and Craft</b>.</li> <li>• The first £100 of any loss or damage caused by chewing, scratching, tearing or fouling by domestic animals or pets.</li> </ul>

## Conditions

### Basis of Claims Settlement

In the event of **Accidental Damage** to **Landlords' Property**, **We** will replace the damaged item as new. At **Our** option, **We** may either pay the cost of replacing the damaged item as new, or pay the cost of repairing the item(s).

**We** will not pay for the cost of replacing or recovering or remodelling any undamaged item(s) just because it forms part of a pair, set, suite or part of a common design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves. This loss of value is not covered by the **Policy**. **We** will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further damage.

In the event of a claim **We** reserve the right to request a valuation or recent evidence of value or proof of purchase before any claim payment is made.



## General Conditions

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

### Information Provided by You

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given us. Please refer to “How to amend this insurance” below.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy**, **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

If the information **You** provide is not accurate and complete **Your** insurance may not cover **You** fully, or at all.

### How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform Let Alliance as soon as reasonably practicable. If **You** need to change the information **You** have given us because a mistake has been made or if that information changes at any time, please contact **Us** as soon as reasonably practicable on becoming aware of that mistake or change.

**REMEMBER** – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** will write to **You** if **We**:

- need to amend the terms of **Your Policy**; or
- require **You** to pay more for **Your Policy**.

### Renewal of this insurance

**We** will contact **You** in good time before **Your** period of cover ends. **We** will provide renewal details, including the **Policy** terms and premium and any changes that **We** have made. At that time **We** will ask **You** to view **Your** documents and advise **Us** of any changes. All changes must be notified to **Us** before **Your Policy** renews. **We** will issue **You** a new **Policy** upon renewal.

Each renewal will be assessed individually. **We** may ask for more information from **You** before **We** can issue renewal terms, which **We** will do in good time.

**We** are not obliged to offer renewal of this **Policy**. In the event **We** cannot offer renewal, **We** will contact **You** to outline the reasons before **Your** period of cover ends

### Duty of Care

**You** must take actions to prevent and reduce any costs, damage, injury or loss.

## General Exclusions

### a) War

**We** will not indemnify **You** against any loss, damage, cost, expense or **Consequential Loss** in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or 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.

### b) Terrorism

**We** will not indemnify **You** against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### c) Radiation

**We** will not indemnify **You** against loss, damage, expense or **Consequential Loss** directly or indirectly caused by or contributed by or arising from:

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- v) any chemical, biological, bio-chemical, or electromagnetic weapon.

#### d) Nuclear Energy Risks

**We** will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) nuclear reactors and nuclear power stations or plant;
- ii) any other premises or facilities whatsoever related to or concerned with:
  - the production of nuclear energy or
  - the production or storage or handling of nuclear fuel or nuclear waste
- iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

#### e) Cyber and Data

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
  - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
  - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Home** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis

of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss, Data** or **Data Processing Media**, replaces that wording.

f) **Pollution**

**We** will not indemnify **You** against loss, damage or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

g) **Disease**

**We** will not indemnify **You** against any loss, damage or **Consequential Loss** in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

h) **Deliberate Act**

**We** will not indemnify **You** against loss or damage caused intentionally by **You**, any other person who permanently lives with **You**, or anyone working on **Your** behalf.

i) **Existing Damage**

**We** will not indemnify **You** against loss or damage occurring prior to the commencement of **Your** insurance cover.

j) **Sonic Pressure**

**We** will not indemnify **You** against loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

k) **Consequential Loss**

**We** will not indemnify **You** against **Consequential loss** as a result of any claim under this **Policy**.

### l) **Wear and Tear**

**We** will not indemnify **You** against loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

## **How to Make a Claim**

**We** aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

### **Who to contact if you wish to make a Tenants Liability claim:**

AmTrust Specialty Limited  
Claims Department  
New Castle House  
Castle Boulevard  
Nottingham  
NG7 1FT

Email: [claims@amtrusteu.co.uk](mailto:claims@amtrusteu.co.uk)

Telephone: 0115 934 9818 (lines are open 9am to 5pm, calls are charged at standard rate)

## **Claims Procedure and Conditions**

### **APPLICABLE TO ALL SECTIONS OF THIS INSURANCE**

The following Claims Conditions 1 to 3 are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 30 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance **We** may reasonably require in a timely manner.

In addition, **You** shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of loss or damage as **We** may reasonably require including any other insurances of the **Landlord's Property** insured by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.



If any of the **Landlord's Property** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

### Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to: i) avoid the contract, refuse all claims, and ii) retain the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to **Premium**), and ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher Premium.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where:

$$X = \frac{\text{Premium Actually Charged}}{\text{Higher Premium}} \times 100$$

### On receipt of a notification of a claim, We may do the following:

1. On the happening of loss or damage in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter the **Home** where such loss or damage has occurred and take possession of or require to



be delivered to **Us** any property relating to the loss or damage and deal with such property for all reasonable purposes and in any reasonable manner.

2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. We shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

### **Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the **Premiums** paid under the **Policy**.

### **Other Insurances**

If other insurance exists covering the same loss or liability, **You** must provide full details of such insurances and **We** will then pay a proportionate ratio of the claim.

### **Subrogation**

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

**We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

## Complaints Procedure

**Our** aim is to provide all **Our** customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

If **You** feel that **We** have not given **You** a high level of service, please tell **Us** so **We** can try to put things right.

### Complaints about a claim

If **You** want to make a complaint about a claim, please contact **Us**:

Complaints Department  
AmTrust Specialty Limited  
New Castle House  
Castle Boulevard  
Nottingham  
NG7 1FT

 [asl.complaints@amtrustgroup.com](mailto:asl.complaints@amtrustgroup.com)

 0115 934 9852 (lines are open 9am to 5pm, calls are charged at standard rate)

**We** will contact **You** within five days of receiving **Your** complaint to tell **You** what action **We** are taking. **We** will try to resolve the complaint within four weeks. If it will take longer than four weeks, **We** will explain the current position and tell **You** when to expect a response.

Taking **Your** complaint to the Financial Ombudsman Service (FOS)

If **You**:

- are not happy with the final response to **Your** complaint, or
- have not received a response within eight weeks of the date **You** made the complaint,

**You** may be able to take the complaint to the FOS, but **You** must do this within six months.

**You** can find more information at:

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

The FOS is there to help resolve complaints when **You** are not happy with the response **You** have received. The service it offers is free and independent. Its contact details are:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

☎ 0800 023 4567 (calls to this number are free on mobile phones and landlines) or  
☎ 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)  
✉ [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect **Your** legal rights.

## Financial Services Compensation Scheme (FSCS)

AmTrust Specialty Limited is covered by the FSCS. **You** may be able to get compensation from the FSCS if AmTrust goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes **You**. **You** can get more details from:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

☎ 0800 678 1100 (calls are free) or 020 7741 4100

🌐 [www.fscs.org.uk](http://www.fscs.org.uk)

## Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

## Our Regulator

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768

## Rights of Third Parties

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Sanctions

We do not have to provide cover or benefits, pay any claim or give any refund if you, or any person acting on your behalf:

- are subject to, or
- do (or don't do) something that exposes AmTrust Specialty Limited, or any company in the AmTrust group, to any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, we can also cancel the policy with immediate effect by writing to you.

## Privacy Statement

### Let Alliance's Privacy Notice

We are Barbon Insurance Group Limited trading as Let Alliance, referred to as "we/us/our" in this Notice. Our data controller number is Z6363100 and our registered address is: Hestia House, Edgewest Road, Lincoln, LN6 7EL.

This Privacy Notice is relevant to anyone who uses our services including tenants we reference, policyholders or prospective policyholders.

We process **Your** personal data in accordance with the relevant data protection legislation and are the data controller for the data that we process. As the data controller we will not collect any information from you that we do not need for the purpose of fulfilling our services.

#### Why do we process personal data?

We will only use personal information on individuals where we are allowed to by law for example to fulfil a contractual/ legal obligation, because we have a legitimate business interest or where the individual has agreed to it. We will always ensure that we keep the amount of personal data and the extent of any processing down to a minimum.

#### What information do we collect about you?

The type of data we collect and specific use of this data is dependent on the services we are providing.

We have a legitimate interest to collect this data as we are required to use this information as part of any insurance quotation/ insurance policy with us or completing a tenant reference. Alternatively, we may process the data where it is necessary for a legal obligation such as putting in place a guarantee.

#### Who We share Your information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within Let Alliance and AmTrust to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.



### Let Alliance's full privacy notice

This notice explains the most important aspects of how we use **Your** data. You can get more information about this by viewing our full privacy notice online at <https://www.letalliance.co.uk/privacy-notice/> or request a copy by emailing us at [dataprotection@letalliance.co.uk](mailto:dataprotection@letalliance.co.uk). Alternatively, you can write to us at: Dodleston House, Bell Meadow Business Park, Pulford, Chester, CH4 9EP.

### Claims Underwriting Exchange

**We** may use **Your** personal information to prevent crime. In order to prevent crime **We** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your Policy** and any incident (such as an incident, theft or loss) to the operators of these registers.

## AmTrust Specialty Limited Privacy Statement

### Data Protection

AmTrust Specialty Limited (AmTrust) will keep **Your** personal information safe and private. AmTrust follows all laws that protect **Your** privacy. Under the laws, AmTrust is responsible for handling **Your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

### What AmTrust does with **Your** personal information

There are different reasons for using **Your** information. AmTrust will need it to:

- give **You** this policy.
- contact **You** to ask if **You** want to continue with the policy.
- protect both **You** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

### AmTrust might need your information:

- to run through its computer systems to see if it can offer **You** this policy.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products, or services that you ask for.
- for research or statistics.



Some personal information is very private or sensitive. For example, information about **Your** health or any criminal convictions **You** might have. AmTrust might need this kind of information to decide if it can offer **You** this policy, or to help **You** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **Your** information with companies and people who provide a service to it, or to **You** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **Your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **Your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **You** with the information it has about **You** .
- restrict or stop processing **Your** information in certain occasions.
- correct any mistakes or make updates.
- delete **Your** information (although there are some things it cannot delete).
- give **Your** information to someone else involved in **Your** policy.
- not use **Your** information for marketing.

If **You** think AmTrust has done something wrong with **Your** information, **You** should speak to the local data protection authority.

AmTrust will:

- not keep **Your** information longer than it needs to. This is usually up to 10 years after **Your** policy ends.
- only keep **Your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **You** have questions about how AmTrust uses **Your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)



Website: [www.letalliance.co.uk](http://www.letalliance.co.uk)

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Let Alliance is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance distribution, FCA registration number 308724. Registered in England and Wales, registered number 03135797.

Registered Office: Hestia House, Edgewest Road, Lincoln, LN6 7EL.

Part of PIB Group.