



# **Tenants Contents Insurance**

Your Policy Wording

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# **Summary of Cover**

This table summarises the cover provided by this policy. Please refer to the sections of cover within this document and **your policy schedule** for full details.

Benefit	Limits of Cover	Excess
Section 1   Contents A. Your Cover	Up to the Sum Insured  Cover includes theft from locked outbuildings up to £1000  Up to a maximum of 30% of the contents sum insured for valuables in the home and a £2000 Single Article Limit.	As shown in your policy schedule
B. Additional Cover Alternative accommodation or loss of rent Freezer contents Personal money in the home Increased metered water and oil charges Digital information Office equipment Visitors' personal effects Weddings, birthdays and religious festivals Replacement of locks and keys Household removal Emergency access Contents in the open Contents temporarily removed	£10,000 up to a maximum period of 12 months £500 £250 £250 £1,000 £5,000 £500 £2500 £500 Up to Sums Insured £750 £1,000 £500	As shown in your policy schedule
C. Accidental Damage (optional)  D. Occupier's and Personal Liability	Up to the Sum Insured  A Single Item Limit of £2000 applies for accidental damage to electrical equipment other than computers or laptops where the single item limit is £500.	As shown in your policy schedule
2. Occupios o ana i croonas Liabins,	£2,000,000	
Section 2   Personal Possessions (optional) A. Your Cover Valuables Sports equipment Mobile telephones Money	£2,000 single article limit £1,500 £1,000 £250	As shown in <b>your</b> policy schedule
Section 3   Pedal Cycle (optional) A. Your Cover	Up to the Sum Insured	As shown in your policy schedule



# **Important Contact Details**

Please ensure that **you** contact the **administrator** before **you** agree to or incur any costs, details of how to do this are shown below.

How can we help?	Who to Call	Contact Details
To make any queries regarding your policy or if you need to tell us of any changes to your circumstances:	Assurant	Tel: 0333 220 5063 Email: ukrenters@assurant.com
To make a claim for: Section 1   Contents Section 2   Personal Possessions Section 3   Pedal Cycle	Innovation Group	Tel: 0333 400 9047  Email: Propertyclaims@innovation.group  Post: Kingsway House, Burnley, BB11 1BJ
To make a liability claim under: Section 1 D Occupier's and Personal Liability	Kennedys Solicitors LLP	Tel: 0343 227 7295  Email: bspoke@kennedyslaw.com  Post: Kennedys Claims Handling, 6 Queen Street, Leeds LS1 2TW
To make a complaint:	See the 'How to Make a Complaint' section on page 20	
To cancel your policy:	Assurant	Tel: 0333 220 5063 Email: ukrenters@assurant.com

Calls to 03 numbers are charged at local rates.

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### **How to Make A Claim**

If **you** need to make a claim, please let **us** know as soon as possible by contacting **us** in one of the following ways:

#### For claims under the following sections:

Section 1 | Contents

Section 2 | Personal Possessions

Section 3 | Pedal Cycle

Call us on:

0333 400 9047

Email us at:

Propertyclaims@innovation.group

Write to us at:

Kingsway House, Burnley, BB11 1BJ

#### For liability claims under the following sections:

Section 1 D Occupiers' and Personal Liability

Call us on:

0845 207 7453

Email us at:

bspoke@kennedyslaw.com

Write to us at:

Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW

In all correspondence, please tell **us you** are insured by **Bspoke Underwriting** and provide the reference number **07543D** along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your home** and **contents** from further damage.

If you receive any correspondence from any person claiming injury or damage against you or your household, you should not respond. Please forward all correspondence to us without delay. We reserve the right to deal with the defence or settlement of your claim in your name.

Claims will only be considered if **your** Monthly Premium Payment has been paid from the commencement date of this policy, up to and including the month in which the claim occurred and there are no outstanding defaults.

**You** will be required to produce proof of ownership in the event of a claim. Where possible **you** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for **us** to inspect.

Sometimes **we** will need to ask a loss adjuster to help **us** deal with **your** claim. If so, **we** will tell **you** and arrange for the loss adjuster to contact **you**. The loss adjuster's role is to assess the claim, confirm what action **you** need to take and recommend to **us** how to deal with the claim.

IMPORTANT | PLEASE ENSURE THAT YOU REPORT ANY THEFT, MALICIOUS DAMAGE OR LOSS TO THE POLICE AS SOON AS POSSIBLE. We may reject any claim for theft which is not reported to the police and a crime reference number obtained.



### **Important Information**

Please take time to read **your** policy documents in full to make sure **you** understand the cover provided.

This policy is a monthly policy, which means that **your** premium will be collected monthly by Direct Debit, Credit or Debit Card. On receipt of **your** monthly payment **we** will provide the cover detailed in **your** policy documents for the month in which the payment has been made.

Your cover commences on the date shown on your policy schedule and continues by periods of one month upon successful receipt of your monthly payment. Cover will continue each month until you or we cancel the policy, however, should you fail to make a payment all cover will cease with effect from the end of the month you last paid your premium.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type of and level of cover **your** policy provides and any **endorsements** which may apply.

#### Information you have provided

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

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

If you do not provide accurate and complete answers to the questions you are asked, or you fail to notify your administrator of any incorrect information or changes you wish to make, your policy may not operate in the event of a claim, we may charge you an additional premium, we may not pay any claim in full or your policy could be invalid.

#### Changes that may affect your cover

**You** must tell **your administrator** as soon as possible about any changes to the information **you** provided when **you** purchased **your** policy, for example:

- You or anybody living with you is declared bankrupt, receives a County Court Judgement, or is convicted of any criminal offence (excluding motoring offences)
- Any change in your home address
- The home is occupied by someone other than you or your household
- The home becomes unoccupied for more than 60 days
- The value of **your contents**, **personal possessions** or **pedal cycle** has increased.

This is not an exhaustive list and any changes **you** tell **your administrator** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **your administrator**.

#### Changes to your monthly policy

If **we** need to change the terms of **your** policy, we will give **you** a minimum of 14 days' notice in writing to **your** last known address or email address, if **you** have given us an email address. **We** will only make changes to **your** policy should **we** have to do so. This will include changes in the law or to meet regulatory requirements, industry guidance or codes of practice. It will also include legitimate changes to the cost of providing the cover, or where **we** choose to change the cover **we** offer.

#### Accessibility | Alternative Formats

This policy and the Insurance Product Information Document (IPID) are also available in large print, audio and braille. If **you** require any of these formats, please contact **your administrator**.

#### Your Insurer

This insurance is underwritten by Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <a href="https://register.fca.org.uk/">https://register.fca.org.uk/</a>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <a href="https://www.fsc.gi/">https://www.fsc.gi/</a>.



As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <a href="https://register.fca.org.uk">https://register.fca.org.uk</a>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

#### Your Right to Cancel

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

If you wish to cancel your policy after 14 days, the cover will cease at the end of the policy period for which you have paid your monthly premium payment.

For example: if **you** have paid **your** latest monthly premium on the 1st January and contact **your administrator** to cancel on the 15th January, **we** will set the policy to cancel on the 31st January and collect no further premiums. No refunds will be paid at cancellation

#### Cancellation by Us

**We** may at any time cancel any insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter or email will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Threatening and abusive behaviour
- b) Failure to provide documents
- c) Non-compliance with policy terms and conditions
- d) A change in **your** circumstances means that **we** can no longer provide cover
- e) Where **we** identify **your** involvement in, or association with, insurance fraud or financial crime
- f) Where you have misrepresented or provided false information to the questions asked you when you purchased, renewed or amended your policy.

**We** may also cancel **your** policy for non-payment of premium. If payment is not collected by the next payment date, then all cover will cease with effect from the end of the month **you** last paid **your** premium.

If we cancel your policy, we will provide a refund of your premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed in the fraudulent claims section of this policy.

#### Ongoing Cover Offered by the Policy

We reserve the right not to continue to offer cover at the end of each monthly period. In this event we will notify **you** in writing to let **you** know.

#### **Policy Limits**

All sections of the policy have limits to the amount that **we** will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on **your policy schedule**.

#### **Policy Excess**

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.



### **Definition of Words**

The words or expressions detailed below have the following meaning wherever they appear in **bold type**.

**Accidental Damage:** sudden and unintentional physical damage which happens unexpectedly.

#### **Administrator:**

Assurant, Emerald Buildings, Westmere Drive, Crewe,

Cheshire, CW1 6UN

E-mail: <u>ukrenters@assurant.com</u>

Tel: 0333 220 5063

Registered Company Number: 4019801

**Bodily Injury:** death or identifiable physical injury resulting solely and independently from an accident.

#### **Buildings:**

- your home;
- domestic fixed fuel oil tanks;
- cess pits and septic tanks;
- drives, footpaths, patios and terraces;
- walls, gates, hedges, fences and railings;
- sheds and greenhouses;
- swimming pools, ornamental ponds and tennis courts;
- outside lighting and security systems;
   all being located at the address shown on your policy schedule.

Business: any employment, trade or profession.

#### **Contents:**

- household furniture, carpets, fittings, goods and domestic appliances
- personal possessions and pedal cycles which are owned by you or your household
- office equipment and furniture used by you for business, or which is owned by or the legal responsibility of you or your household when in your home. This can include computers, printers, photocopiers and telephone answering machines.

**Endorsement:** a specific term, condition or variation to the policy, detailed on **your policy schedule.** 

**Excess:** the amount that **you** are responsible for and which will be deducted, or payable by **you**, in the event of a claim. The **excess you** will pay is shown on **your policy schedule**.

**Home:** the location stated on **your policy schedule**, which is **your** permanent domestic residence and is a house, or a flat or room in a communal residence.

Household: You, your parents, spouse, domestic partner or any other person permanently residing with you under your tenancy agreement at your home (including children or foster children). Excludes lodgers or any other person not named on the tenancy agreement.

Malicious Damage: physical damage intentionally caused by a third party.

#### Money:

- credit, cheque, debit, charge or cash cards, issued in the British Isles;
- coin and bank notes used as current legal tender;
- postal stamps, postal and money orders;
- cheques (including travellers' cheques);
- saving and trading stamps, saving certificates, share certificates and bonds;
- luncheon vouchers, travel tickets and gift tokens; held for private purposes by **you** or **your household**.

**Pedal Cycle(s):** any bicycle and electrically powered models including its accessories such as articles of specialist cycling clothing, protective headgear, cycle luggage, tools, locks, lights and GPS units.

**Period of Insurance:** the period specified on **your policy schedule**. This insurance commences on the date shown on **Your Policy Schedule** and continues by periods of one month upon receipt of **your** monthly premium payment.

Personal Possessions: valuables, money, mobile phones, sports equipment (except for **pedal cycles**) and other items designed to be worn or carried.

**Policy Schedule:** the document issued by the **administrator** which confirms **your** personal information, levels of cover, details of the **home** and commencement date of **your** policy.

**Sum Insured:** the amounts insured by **us** which are **shown** on the **policy schedule**.

United Kingdom: England, Scotland, Wales, and Northern Ireland (Excluding Channel Islands and the Isle of Man)



**Unoccupied:** not lived in by **you** or without sufficient furniture and furnishings for normal living purposes. By 'lived in' **we** mean that **you** regularly carry out day-to-day activities such as bathing, cooking, eating and sleeping in the **home**. This does not include occasional visits or stays.

**Valuables:** items made from or containing precious stones, jewellery, watches, works of art, coins, stamps or medals in a collection, furs, items or sets or collections of precious metals.

**Vehicle(s)**: any vehicle, scooters, or toy propelled by a motor of any kind, as well as any of their parts and accessories.

This includes caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered and assisted **vehicles**.

This will not include the following while being used for their intended purpose and by a person for whom they were designed:

- ride-on lawnmowers;
- electrically powered wheelchairs and mobility scooters;
- children's ride on toys, bicycles and pedestrian controlled golf trolleys;
- model watercraft and hand-propelled watercraft (such as a surfboard or rowing boat);
- removable entertainment or navigation equipment (while it is removed from the **vehicle**).

**We/Us/Our:** Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited.

You/Your: the person named on the **policy schedule** who is a lawful resident in the **United Kingdom**.



# **Section 1 | Contents**

### A: Your Cover

This section is included if shown on your policy schedule.

#### What is covered:

We will pay up to the sum insured shown on your policy schedule for loss or damage to contents in your home as a result of:

- a) Fire, smoke, explosion, lightning, or earthquake.
- b) Storm, flood or weight of snow.
- c) Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

d) Theft or attempted theft.

#### What is not covered:

a) loss or damage caused by tobacco burns, unless accompanied by flames.

#### loss or damage:

- a) caused by frost
- b) caused by rising water table level.

#### loss or damage:

- a) caused by freezing of water in any fixed water or heating installation, apparatus and pipes if your home is unoccupied for more than 14 days in a row during the months of October through to April. (This exclusion shall not apply if your home is constantly heated to a temperature of at least 10 degrees centigrade during these months).
- b) whilst the **home** is **unoccupied** for 60 days or more
- c) caused by failure or lack of sealant and/or grout
- d) caused by the overflowing of water from sinks, wash basins, bidets, showers and baths as a result of taps being left on in **your home**
- e) to the apparatus from which water and/or oil has escaped
- f) caused by subsidence, heave or landslip
- g) to the plumbing outside **your home**.
- a) theft or attempted theft by any person lawfully in the **home**
- b) where there is no evidence of forcible and violent entry or exit
- c) loss or damage whilst the **home** is unoccupied for 60 days or more
- d) caused by deception (unless deception is used solely to gain entry to **your home**)
- e) any amount in excess of £1,000 for contents contained within locked detached domestic outbuildings and garages
- f) any amount in **excess** of £250 for loss of **money**
- g) any amount in **excess** of £500 for the fraudulent use of credit cards by unauthorised persons.



- e) Impact by any animal, **vehicle**, aircraft or flying objects (including items dropped from them).
- f) Riot, civil commotion, strike and political disturbance.
- g) Malicious damage.
- h) Subsidence, landslip or heave of the site upon which the **buildings** stand.

i) Falling trees, telegraph poles, fixed aerials, satellite dishes, solar panels and masts.

- a) loss or damage caused by pets.
- a) loss or damage whilst the **home** is **unoccupied** for 60 days or more.
- a) caused by any person lawfully in the home.
- b) loss or damage whilst the **home** is **unoccupied** for 60 days or more

#### loss or damage:

- a) caused by erosion of any coast or riverbank
- to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences (unless the main **building** is damaged at the same time and by the same cause)
- c) caused by structural repairs, alterations, demolitions or extensions that **you** make
- caused by the movement of solid floors (unless the foundations beneath the outside wall of the main **building** are damaged at the same time and by the same cause)
- e) to **contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **buildings**.
- f) normal settlement, shrinkage or expansion.

#### loss or damage:

- a) caused by maintenance to trees
- b) to gates, fences and hedges
- c) to aerials, satellite dishes, solar panels and masts.

### **B:** Additional Cover

The following areas of cover are automatically included within **your** policy.

- a) Alternative Accommodation if your home is uninhabitable due to loss or damage due to a valid claim under section 1a Contents, we will pay for the cost of alternative accommodation for you and your household while your home is being repaired. Payment will continue for the shortest amount of time necessary to restore your home to a habitable condition. We will also pay the rent you are responsible for under the terms of your tenancy agreement whilst your home is uninhabitable. We will pay up to a maximum of £10,000for a maximum period of 12 months from the date of loss.
- a) loss or damage where a valid claim has not been accepted by us under section 1.
- b) any costs not agreed in advance by us.
- c) Any rent amount that has been waived by **your** landlord or letting agent.



#### b) Freezer Contents

**We** will pay up to £500 to replace frozen food spoilt due to:

- the freezer unit accidentally breaking down, or
- · the refrigerant escaping from the unit, or
- the electricity supply accidentally failing.

#### c) Personal Money in the Home

Following a valid claim being accepted under section 1a Contents, **we** will pay up to £250 for any one incident of loss of **money** in **your home**. For a claim where **you** are liable under the terms of **your** credit card, **we** will pay up to £500 any one incident of loss of **money** in **your home**.

#### d) Increased Metered Water or Oil Charges

**We** will pay up to £250 for charges **you** become responsible for, as a result of escape of water or oil, for which a successful claim has been made under escape of water or oil in section 1a Contents.

#### e) Digital Information

We will pay up to £2,000 for the cost of replacing content that you have bought and stored on your computer in your home, or on your mobile phone or other portable entertainment device that is lost or damaged, due to a valid claim being accepted under section 1a Contents.

#### f) Office Equipment

**We** will pay up to £2,500 for damage caused to office equipment and furniture, computers, monitors, scanner and printers used by **you** for **business** due to a valid claim being accepted under section 1a Contents.

#### g) Visitors' Personal Effects

**We** will pay up to £500 for damage caused to visitors personal effects whilst in **your home** (unless otherwise insured) as provided in section 1a Contents.

- h) Weddings, Birthday's and Religious Festivals The sum insured shown in the policy schedule for contents in the home will be automatically increased by 10% to cover wedding, birthday or other gifts:
  - during the month of any religious festival or celebration that you celebrate,

#### loss or damage:

- a) from fridges/freezers which are more than 10 years old
- resulting from a deliberate act by you or where your electricity provider has withdrawn services because you have failed to pay your electricity bill
- whilst the **home** is **unoccupied** for 60 days or more.

#### any loss:

- a) unless the terms and conditions under which the card is issued have been fulfilled
- b) not reported to **your** card provider as soon as **you** are aware of the loss
- c) because of unauthorised use by a member of **your household** or a person residing with **you**
- d) caused by accounting errors or omissions
- e) causing depreciation in value.
- a) loss or damage whilst the **home** is **unoccupied** for 60 days or more.
- a) the cost of rewriting the lost information.

- a) loss or damage whilst the **home** is **unoccupied** for 60 days or more
- b) any items which are not owned by **you** or are **your** legal responsibility.



- for 30 days, before and after the day of your wedding or civil partnership,
- for 7 days after family birthdays.

#### i) Replacement of Locks and Keys

**We** will pay to up to £500 to replace and fit locks on the outside doors of **your home**, or to any safe or alarm system in **your home** if the keys have been lost or stolen.

#### i) Household Removal

We will pay for accidental loss or damage to your contents whilst in the course of being permanently removed by a professional firm of removers from your home to any other property where you are going to live in the United Kingdom, including while they are temporary in storage for up to 60 days.

#### k) Emergency Access

**We** will pay up to £750 for damage caused to **your contents** if the emergency services need to gain access to attend an emergency.

#### I) Contents in the Open

We will pay up to £1,000 for loss or damage to **your contents** due to a valid claim under Section 1a Contents, while they are outside but within the boundaries of **your home**.

#### m) Contents Temporarily Removed

We will pay up to £500 for loss or damage to your contents, as provided in section 1a Contents, whilst temporarily removed from your home and in occupied premises where you or your household is residing or employed within the United Kingdom.

We will also pay up to £500 for your contents, as provided in Section 1a Contents, belonging to your children whilst at University or College and contained within halls of residence or private accommodation.

#### loss or damage:

- a) to money or valuables
- b) to china, glass, earthenware and similar fragile items (unless they are packed by professional packers).

#### loss or damage:

- a) whilst the **home** is **unoccupied** for 60 days or more
- b) to money and valuables
- c) to **pedal cycles** which have not been securely locked to an immovable object
- d) caused by impact (other than impact by a **vehicle**, train or animal).

#### loss or damage:

- a) from theft (unless involving forcible and violent entry or exit)
- b) caused by deception (unless deception is used solely to gain entry to **your home**)
- c) from a mobile home, motorhome or caravan
- d) in a furniture depository
- e) caused by storm or flood to property not in a **building**
- f) to money
- g) to camping equipment, **business** equipment and guests' belongings
- h) to **contents** removed for sale or exhibition or to furniture storage areas
- i) to laptops, mobile phones and tablet computers.
- j) Loss or damage to pedal cycles taken with you or your household while you or your household are living or studying away from your home. This is includes commuting to and from where living and studying



# C: Accidental Damage (optional cover)

This is an optional cover and if it applies this will be shown on your policy schedule.

#### What is covered:

- a) Accidental damage to the contents contained within your home.
- Accidental damage to mirrors, fixed glass, glass which forms part of your contents (such as glass-topped furniture), or ceramic hobs in free standing cookers.
- c) Accidental damage in your home to computers, laptops and tablets, game consoles, television, video and audio installations, DVD or streaming equipment, satellite television receiving or decoding equipment, communication devices, or television and radio aerials. We will pay up to £2,000 for any single item other than computers or laptops where we will pay up to £500 for any single item.

#### What is not covered:

Loss or damage:

- a) whilst the home is unoccupied for 60 days or more
- b) to sports equipment whilst in use
- c) that is specifically excluded from cover under the whole of Section 1, other than caused by
- d) tobacco burns, or
- e) the overflowing of water from sinks, wash basins, bidets, showers and baths as a result of taps being left on in **your home**
- f) caused by atmospheric or weather conditions
- g) caused by cleaning or making repairs or alterations
- h) to money
- i) caused by any paying guest.
- j) caused by chipping, denting or scratching
- k) to any mirrors or fixed glass other than the broken glass or ceramic.
- I) caused by anything which happens gradually, process of cleaning, repair or restoration
- m) computer software, CDs, DVDs, Blu-ray discs, USB flash drives, hand-held computers or electronic toys.



## D: Occupier's and Personal Liability

#### What is Covered:

- a) Occupier's and Personal Liability
   We will pay for your legal liability for damages
   you have to pay if someone makes a claim
   against you or your household for:
  - i) accidental death or illness of, or **bodily** injury to, any person
  - ii) accidental loss of or damage to the property **you** are renting that happens within the **period of insurance** on **your policy schedule**.

**We** will also pay legal costs and expenses **you** become subject to with **our** written permission in the defence of any claim made against **you**.

We will pay up to a maximum of £2,000,000 in total for a claim in connection with any one claim or series of claims made against you, arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within the United Kingdom.

This section covers certain liabilities (this means **your** responsibilities) arising from **you** occupying **your home**.

#### What is not covered:

Any liability relating to or arising from:

- a) death or illness of or bodily injury to you, your household or your domestic staff
- b) damage to property belonging to or being looked after by you, your household or your domestic staff
- c) death, illness, injury, loss or damage caused by:
  - you owning or occupying any land or building (except your home or temporary holiday accommodation)
  - ii) any business
  - iii) an agreement (unless that liability would have existed anyway).
- d) you owning, keeping or using any:
  - vehicles (except caravans and trailers while they are not being towed)
  - ii) drones or model aircraft
  - iii) hoverboards, air boards, self-balancing boards or scooters
  - iv) animals (including horses, ponies, donkeys or mules) but not domestic pets
  - v) dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.
- e) any disease that can be passed from one person to another



### E: How We Settle Your Claim under Section 1 Contents

#### **Settling Claims**

**We** can choose to settle **your** claim by repairing or replacing the lost or damaged part or item(s) using **our** suppliers. If **we** choose to replace **your** part or item(s), this will either be on a like for like basis or with the nearest currently available equivalent, except for clothing, where **we** will make a reduction for wear and tear.

We may agree to settle **your** claim with a cash payment or by using **your** suppliers, but **we** will only pay **you** what it would have cost **us** to settle **your** claim using **our** suppliers.

#### How much we will pay

The maximum amount we will pay for any claim is the contents sum insured shown on your policy schedule.

**We** will pay up to a maximum of £2,000 for any one **valuable** (whether an item, set or collection). **We** will not pay more than 30% of the contents **sum insured** for **valuables**.

If we accept a claim under Section 1 | Contents, we will also pay any amounts due under the following;

#### **Additional Covers:**

- Alternative Accommodation or Lost Rent
- Increased Metered Water or Oil Charges
- Visitors Personal Effects

Additional limits apply to some areas of cover; these are listed where they apply and summarised on page 2.

#### **Your Sum Insured**

It is **your** responsibility to ensure that the **sum insured** reflects the total cost of replacing all of the **contents** of **your home** as new.

If the **sum insured** is not enough to cover the cost to replace **your contents**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to replace **your contents**, **we** will pay no more than 75% of **your** claim.

We will not reduce the sum insured under this policy following a claim.

#### **Excess**

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

#### What we will not pay

**We** will not pay for the cost of replacing any undamaged **contents** and/or any undamaged item which forms part of a pair, set, suite or part of a common design.



## Section 2 | Personal Possessions (optional cover)

### A: Your Cover

This is an optional cover and if it applies this will be shown on your policy schedule.

#### What is covered:

 a) We will cover your personal possessions against accidental damage, loss or theft, within the United Kingdom.

**You** are also covered worldwide for up to 30 days in any one **period of insurance**.

Following a claim for **accidental damage**, loss or theft, **we** will pay up the following:

- i. £2,000 for any one item, set or collection (but not mobile phones or money) on your policy schedule
- £1,500 for sports equipment (including sporting guns and wearing apparel used for amateur sports but excluding **pedal** cycles);
- iii. £1,000 per mobile phone
- iv. £250 for money.

The total amount we will pay is shown on **your policy schedule**.

#### What is not covered:

- a) loss or damage to contact or corneal lenses
- b) loss or damage to musical instruments whilst in transit (unless they are placed in a suitable protective container)
- c) documents or securities
- d) household goods, foodstuffs and domestic appliances
- e) property that is more specifically insured under any other insurance policy (for example if you have a mobile phone insurance policy it may be more appropriate to claim under that policy for theft of a mobile phone)
- f) sports equipment whilst in use
- g) activity sports equipment (activity sports equipment can include skis, sticks and bindings, snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, escooters, hoverboards, windsurfers and equipment used for potholing and mountaineering. This is different from regular sports equipment).
- h) theft from unattended road vehicles (unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible or violent entry to a securely locked vehicle)
- i) tools or instruments used or held for **business**
- arising from confiscation or detention by customs or other officials
- k) personal possessions belonging to your children whilst away from the home and residing at University or College
- l) loss or damage caused by any person lawfully in the home
- m) not reported to **your** card provider as soon as **you** are aware of the loss.



# B: How We Settle Your Claim under Section 2 Personal Possessions

#### **Settling Claims**

**We** can choose to settle **your** claim by repairing or replacing the lost or damaged part or item(s) using **our** suppliers. If **we** choose to replace **your** part or item(s), this will either be on a like for like basis or with the nearest currently available equivalent, except for clothing, where **we** will make a reduction for wear and tear.

We may agree to settle your claim with a cash payment or by using your suppliers, but we will only pay you what it would have cost us to settle your claim using our suppliers.

#### How much we will pay

The maximum amount **we** will pay for any claim is the **personal possessions sum insured** shown on **your policy schedule**.

We will pay up to a maximum of £2,000 for any one item, set or collection.

Additional limits apply to some areas of cover; these are listed where they apply and summarised on page 2.

#### **Your Sum Insured**

It is **your** responsibility to ensure that the **sum insured** reflects the total cost of replacing all of **your personal possessions** as new.

If the **sum insured** is not enough to cover the cost to replace **your personal possessions**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to replace **your personal possessions**, **we** will pay no more than 75% of **your** claim.

We will not reduce the **sum insured** under this policy following a claim.

#### **Excess**

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.

#### What we will not pay

**We** will not pay for the cost of replacing any undamaged **personal possessions** and/or any undamaged item which forms part of a pair, set, suite or part of a common design.



## Section 3 | Pedal Cycle (optional cover)

### A: Your Cover

This is an optional cover and if it applies this will be shown on your policy schedule.

#### What is covered:

 a) Accidental damage, loss or theft to pedal cycle owned by you or your household up to the sum insured shown on your policy schedule, within the United Kingdom.

**You** are also covered worldwide for up to 30 days in any one **period of insurance** 

#### What is not covered:

- a) loss or damage while being used for professional racing or business purposes
- theft while away from the home (unless in a locked building or securely locked to an immovable object)
- Where left unattended in a hallway or communal area unless securely locked to an immovable object
- d) loss of, or damage to accessories and tyres unless the **pedal cycle** is lost or damaged at the same time
- e) loss or damage to **pedal cycles** taken with **you or your household** while **you** or **your household** are living or studying away from **your home.** This is includes commuting to and from where living and studying.



# B: How We Settle Your Claim under Section 3

#### **Settling Claims**

We can choose to settle your claim by repairing or replacing the lost or damaged **pedal cycle** using **our** suppliers. If **we** choose to replace **your pedal cycle**, this will either be on a like for like basis or with the nearest currently available equivalent. We will also make a reduction for wear and tear.

We may agree to settle your claim with a cash payment or by using your suppliers, but we will only pay you what it would have cost us to settle your claim using our suppliers.

#### How much we will pay

The maximum amount we will pay for any claim is the pedal cycle sum insured shown on your policy schedule.

#### **Your Sum Insured**

It is **your** responsibility to ensure that the **sum insured** reflects the total cost of replacing all of **your pedal cycle(s)** as new.

If the **sum insured** is not enough to cover the cost to replace **your pedal cycle**, **we** will reduce any payment in line with the premium shortfall. For example, if **your** premium was 75% of what it would have been if the **sum insured** was enough to replace **your pedal cycle**, **we** will pay no more than 75% of **your** claim.

We will not reduce the sum insured under this policy following a claim.

#### **Excess**

You will have to pay any excess shown on your policy schedule. We will only deduct one excess for each claim. If we have asked a supplier to deal with all or part of your claim, we may ask them to collect the excess from you.



### **General Exclusions**

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply.

#### This policy does not cover:

- Anyone that is not a lawful resident of the **United** Kingdom.
- Any loss or damage which occurred prior to the commencement of this insurance.
- Any costs which you become subject to as a direct consequence of the event which led to a claim you are making under this policy. (For example, we will not pay for mobile call charges following the loss of a mobile phone).
- Wear and tear, depreciation, fungus, wet or dry rot, removal of infestation, vermin or insect damage, mechanical or electrical breakdown, rusting or corrosion, process of cleaning, repairing, restoration, renovating or anything which happens gradually.
- Malicious damage by any personal lawfully in/on your home
- Loss or damage or legal liability directly or indirectly;
  - caused intentionally by you, or anyone working on your behalf
  - caused to any motor vehicle
  - arising from faulty or defective workmanship, design or materials
  - caused by smog, pollution or contamination, or industrial or agricultural output
  - caused by domestic pets. This exclusion does not apply to Section 1 D Occupier's and Personal Liability cover.
  - caused by freezing of water in any fixed water or heating installation, apparatus and pipes if your home is unoccupied for more than 14 days in a row during the months of October through to April. This exclusion shall not apply if your home is constantly heated to a temperature of at least 10 degrees centigrade during these months.

# This policy does not provide cover for claims, contributed to or caused by:

- 7. You engaging in any illegal criminal act.
- 8. **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any

- substance except those prescribed by a registered medical doctor.
- Suicide, attempted suicide or deliberate injury to you or putting yourself in unnecessary danger (unless trying to save human life).
- 10. Computer breakdown or failure.
- Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
  - For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
  - For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- 12. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- Riot, civil commotion or strikes. This exclusion does not apply to where cover is provided in Section 1 f) Contents).

# Notwithstanding any other provision herein, this insurance does not cover;

- 14. Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
  - (a) Infectious or contagious disease;
  - (b) any fear or threat of (a) above; or
  - (c) any action taken to minimise or prevent the impact of (a) above.
  - Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

# This insurance policy does not cover any direct or indirect consequence of:

- 15. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 16. War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion,



revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

#### 17. Radiation

- 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.



### **Terms and Conditions**

#### 1. Duty of Care

You must take care to prevent loss or damage to your home and ensure that your contents, personal possessions and pedal cycles are maintained in a good state of repair. All security measures installed for the protection of your home must be regularly maintained and be in use when your home is left unattended, or when any occupants have retired for the night.

#### 2. Other Insurance Policies

**You** may have other insurance policies covering the same claim, or that would cover it if this policy didn't exist. In the event that this situation occurs **we** will do the following:

- If you are claiming under D: Occupier's and Personal Liability we will not pay anything.
- For all other claims, we will not pay more than our rateable share.

#### 3. Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

#### 4. 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 insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

# 5. Contracts (Rights of Third Parties Act) 1999

No person, company or entity who is not party to this policy shall have any rights to enforce any terms or conditions of this policy. This shall not affect the right or remedy of the third party that exists or is available apart from this act.

#### 6. Unoccupancy

You must notify your administrator immediately if your home is about to be unoccupied for 60 days or more.



### **How to Make a Complaint**

It is **our** intention to give **you** the best possible service however if **you** do have any cause for complaint about this insurance or the handling of any claim **you** should follow the complaints procedure below:

 If you have a complaint regarding the sale of your policy, please contact:

Protect **Your** Bubble
Quality Assurance Manager,
Assurant Direct Limited,
PO Box 1033,
Uxbridge UB8 9PX

Email: complaints@protectyourbubble.com

Tel: 0330 333 4792

 If you have a complaint regarding the administration of your policy, please contact the administrator:

Assurant Emerald Buildings Westmere Drive Crewe Cheshire CW1 6UN

E-mail: ukrenters@assurant.com

Tel: 0333 220 5063

 If your complaint is about the handling of a liability claim under Section 1 D Occupiers' and Personal Liability please contact: Kennedys Solicitors LLP Kennedys Claims Handling, 6 Queen Street, Leeds,

LS1 2TW **Tel:** 0845 207 7453

Email: bspoke@kennedyslaw.com

 If you have a complaint about the handling of any other claim, please contact:

Innovation Group

Kingsway House, Burnley, BB11 1BJ

Tel: 0333 400 9047

Email: propertyclaims@innovation.group

In all correspondence please state that your insurance is underwritten by Bspoke Underwriting Ltd and quote your unique policy number from your policy schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

#### **Financial Ombudsman**

If we have not completed our investigations into your complaint within 8 weeks of receiving your complaint or if you are not happy with our Final Response, you may ask the Financial Ombudsman Service (FOS) to look at your complaint. If you decide to contact them, you should do so within 6 months of receiving our Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to www.financial-ombudsman.org.uk.

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567

Get in touch on line: https://www.financial-ombudsman.org.uk/contact-us/complain-online



# The Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited. cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

### **Governing Law**

This policy is governed by English Law.

# **Your Privacy**

# WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <a href="https://www.watfordre.com/privacy-policy/">https://www.watfordre.com/privacy-policy/</a>

#### **BSPOKE UNDERWRITING LTD**

**We** are Bspoke Underwriting Ltd, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575.** 

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

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

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### **Privacy Notice**

You can get more information about this by viewing our full Privacy Notice online at https://bspokegroup.co.uk/wp-content/uploads/2023/04/Bspoke-UW-Privacy-Policy-APR23.pdf or request a copy by emailing us at dataprotection@bspokeunderwriting.co.uk.
Alternatively, you can write to us at: Data Protection, Bspoke Underwriting Ltd, Brookfield Court, Selby Rd, Leeds LS25 1NB.



### **Fraudulent Claims**

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to:

- making a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sending us or anyone acting on our behalf a document, knowing the document to be forged or false.
- making a claim for any loss or damage you caused deliberately or
- acting dishonestly or exaggerating a claim

#### We:

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under c) above, **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

This document remains the property of Bspoke Underwriting Ltd. It cannot be shared, recreated or otherwise distributed without prior written consent.

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