

Tenants' Contents Policy Wording

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Please keep **Your** policy wording in a safe place. **You** may need to read it if **You** need to make a claim or if **You** need help.

Introduction

Welcome to the AmTrust Europe Limited Tenants Contents Insurance Policy.

This document, the schedule, any statement of fact or proposal and any endorsements set out the terms of the contract between **You** and **Us**. Please read the policy, schedule and any endorsements to make sure they provide the cover **You** require. If they are not correct, or do not meet **Your** needs, please immediately return this policy document to **Your Broker** who arranged this insurance for **You**.

The schedule sets out the sums insured (the amount of cover **You** have) and the sections of the policy which apply. If **Your** insurance needs to be changed during the period of insurance please let **Your Broker** know as soon as possible. **You** must tell **Your Broker** if the information **We** asked for changes either since the policy started or since the last renewal date as this could affect **Your** insurance. If **You** do not, **Your** policy may not be valid.

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **We** have asked for. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** may treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example:

- We may treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- We may amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- We may cancel **Your** policy in accordance with Our Cancellation Rights – Page 14;
- If we would have charged **You** a higher premium for providing **Your** cover, **We** could reduce the amount of any claim payment with an adjustment, using the same proportionate difference between the actual premium charged and the higher premium due. For example, if the initial premium **You** paid was £200, but if accurate information had been provided, **Your** premium would have been £400, a claim for an amount of £1,000 would be reduced to £500.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as possible.

Your policy is designed to be amended easily and **Your Broker** will issue a new schedule or endorsement each time the policy is altered. **You** must also tell **Your Broker** if at any time the sums insured shown in the schedule are insufficient.

At commencement/renewal of **Your** policy, **You** have 14 days to review **Your** policy wording and consider its full terms. If **You** are not totally happy with the policy and have not made a claim, simply contact **Your Broker** at the address shown in this policy wording, requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

Our agreement

In return for **Your** premium **We** will insure **You** during the period of insurance, under the terms set out in this policy document, the schedule and any endorsement **Your Broker** have issued.

Governing law

Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law. If there is any dispute as to which law, it shall be English law.

Definitions

Certain words in **Your** policy are printed in **bold** type and these have been given a specific meaning as follows:

Accident/Accidental

Damage caused suddenly and as a result of an external, visible and unexpected cause.

Aerial(s)

Satellite dishes, television or radio aerials, aerial fittings, aerial masts and plinths.

Broker

Moorhouse Group Limited, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU, who is authorised and regulated by the Financial Conduct Authority (FCA) to arrange and administer general insurance contracts and credit broking facilities. Our Financial Services Register number is 308035 and you can check these details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA.

Building(s)

The **Home**, interior decorations and its domestic outbuildings, garages, greenhouses, terraces, patios, drives, footpaths, walls, fences, hedges, gates and fixtures and fittings.

Contents

Household goods, furnishings and appliances, fixtures and fittings, garden implements and lawn mowers, **Aerials, Valuables, Personal Effects**, interior decorations including carpets and floor coverings, all of which belong to **You** or for which **You** have a legal responsibility.

Excess

The first part of each and every claim for which **You** are responsible.

Home

The insured property as stated in the schedule.

Money

Cash, bank and currency notes, cheques, postal orders, postage stamps, savings stamps and saving certificates, premium bonds, luncheon vouchers, travellers cheques, phone cards, season tickets, gift vouchers, securities, documents, promotion vouchers and air miles vouchers.

Personal Effects

Items of a personal nature normally worn, used or carried by **you** in **your** daily life which **you** own or for which **you** are legally responsible. Excluding **Money** in excess of £250, Credit Cards and securities.

Unoccupied

Any **Building** which is empty, disused, unfurnished, untenanted or no longer in active use by **You** and has been so for more than 30 consecutive days.

Valuables

Audio and visual equipment including accessories, computers including accessories, jewellery, watches, furs, articles made of gold, silver and other precious metals, gemstones, photographic equipment, pictures and other works of art.

We, Us, Our

Your insurer is AmTrust Europe Limited registered in England and Wales under number 01229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The financial services registration number is 202189. These details can be checked on the financial services register at www.fca.org.uk or by contacting the Financial Conduct Authority.

You, Your

The person or people named in the schedule.

Section 1 – Contents

What are Contents

Contents - Household goods, furnishings and appliances, fixtures and fittings, garden implements and lawn mowers, **Aerials, Valuables, Personal Effects**, interior decorations including carpets and floor coverings, all of which belong to **You** or for which **You** have a legal responsibility.

Personal Possessions – Cover is included for **Personal Effects** and **Valuables** whilst in the **Home** but away from the **Home** cover is optional (page 9) and is applicable only if an additional premium is paid and it is indicated on **Your** policy schedule.

What things are not covered

- a. Watercraft (excluding sailboards and surfboards), aircraft, caravans, trailers and mechanically propelled vehicles (including motor cycles, children's motor cycles and motor cars) and their parts, accessories, tools, fitted radios, cassette players and compact disc players;
- b. Landlords fixtures and fittings other than as shown in insured peril 18;
- c. Property more specifically insured by any other insurance;
- d. Damage to audio and audio visual equipment designed to be portable whilst it is being transported, carried or moved in the **Home** (page 5). Cover is available for this away from the **Home** (page 9) and is applicable only if an additional premium is paid and it is indicated on **Your** policy schedule;
- e. Damage caused by **Your** pets or animals.

What is the most we will pay

We will not pay more than the total **Contents** sum insured for any one claim under insured perils 1 – 16 on pages 4 – 6.

We will pay in addition any amounts due under insured perils 17 - 18 on page 6.

The following maximum limits apply:

- a) **Valuables**
Unspecified **Valuables**:
 - The most **We** will pay for any one claim is £7,500;
 - The most **We** will pay for any one item is £1,500;Specified **Valuables**:
 - The sum insured specified on **Your** policy schedule.
- b) £250 for **Money** in any one period of insurance.
- c) £500 for any one pedal cycle unless specified on **Your** policy schedule.
- d) £2,500 for tenants liability to the landlord.
- e) £250 for loss of frozen food.
- f) £500 for any one claim for mobile phones.

Section 1 – Contents

We will cover **You** for loss or damage to **Your Contents, Personal Effects** and **Valuables** while they are in the **Home** by the following insured perils shown below:

We will not cover **You** for the **Excess** which applies to each and every claim and is shown on **Your** policy schedule.

What is covered?	What is not covered?
1. Fire, smoke, explosion, lightning, earthquake	Loss or damage which happens gradually
2. Storm or Flood	<ul style="list-style-type: none"> a. Loss or damage caused by frost; b. Loss or damage to property in the open (see insured peril 14).
3. Riot, civil commotions, strikes, labour and political disturbances	
4. Malicious persons	<ul style="list-style-type: none"> a. Loss or damage while the Home has been Unoccupied; b. Loss or damage caused by a person lawfully allowed in Your Home.
5. Subsidence, landslip or ground heave of the site on which the Building stands	
6. Escape of Water from: <ul style="list-style-type: none"> a. A fixed water installation, drainage installation, heating installation b. A washing machine, dishwasher, refrigerator or a deep freeze cabinet. 	Loss or damage while the Home has been Unoccupied .
7. Theft or attempted theft	<ul style="list-style-type: none"> a. Loss or damage while the Home has been Unoccupied; b. Theft from mechanically propelled vehicles; c. Theft from the open (see insured peril 14); d. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason; e. Loss or damage unless there has been violent and forcible entry to or exit from the Home; f. Loss or damage from any part of the Home which is used for any trade business or profession; g. Loss or damage from the Home if any part is lent, let or sub-let or occupied by anyone but You;

What is covered?	What is not covered?
<p>8. Collision by:</p> <ul style="list-style-type: none"> a. Aircraft or aerial devices (or anything dropped from them); b. Vehicles (or anything dropped from them); c. Animals. 	<p>Loss or damage caused by insects.</p>
<p>9. Loss or damage as a result of breakage or collapse of Aerials</p>	<p>Loss or damage to the Aerial itself (see insured peril 13).</p>
<p>10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil fired heating installation</p>	
<p>11. Falling trees or branches</p>	<ul style="list-style-type: none"> a. The cost of removal of the tree or branch; b. Arising from felling or lopping of trees or branches.
<p>12. Mirrors and Glass Accidental damage to:</p> <ul style="list-style-type: none"> a. Mirrors; b. Fixed glass in and glass tops on furniture; c. Ceramic hobs and ceramic tops of cookers. 	<ul style="list-style-type: none"> a. Loss or damage while the Home has been Unoccupied; b. Damage to property not in the Home.
<p>13. Audio and Audio visual equipment Accidental damage to:</p> <ul style="list-style-type: none"> a. Television sets and their Aerials, DVD/Blu-ray players, projectors; b. Mobile phones; c. Radios, stereos, record players, compact disc players, tape recorders and DJ equipment; d. Cameras and video recorders; e. Desktop, laptop and tablet computers; f. Game consoles. <p>We will not pay more than £500 for any one claim for mobile phones.</p>	<ul style="list-style-type: none"> a. Damage to equipment designed to be portable whilst it is being transported, carried or moved in the Home. Cover is available for this away from the Home (page 9) and is applicable only if an additional premium is paid and it is indicated on Your policy schedule; b. Mechanical or electrical breakdown or derangement; c. Loss or damage to accessories including records, discs, cassettes, tapes, DVD's/Blu-rays and data of any kind including external storage devices; d. Damage by or in the process of cleaning, maintenance, repair or dismantling; e. Damage to equipment not in or on the Home.
<p>14. Contents removed from the Home Loss or damage by insured perils 1 – 11 to Contents while removed to the open within the boundaries of the land belonging to the Home.</p> <p>We will not pay more than £250 for any one claim.</p>	<ul style="list-style-type: none"> a. Loss or damage to Valuables or Money; b. Loss or damage to plants.

What is covered?	What is not covered?
<p>15. Temporary removal Loss or damage by insured perils 1 – 11 to Contents temporarily removed from the Home to:</p> <p>a. Any building where You are temporarily residing anywhere in the United Kingdom for up to 60 days.</p> <p>We will not pay more than the £500 for any one claim.</p>	<p>a. Loss or damage caused by storm or flood to property in the open;</p> <p>b. Loss or damage caused by frost;</p> <p>c. Loss or damage from a caravan, mobile home or motor home;</p> <p>d. Loss or damage caused by theft unless it involves violent and forcible entry to or exit from the building;</p> <p>e. Loss or damage outside the United Kingdom;</p> <p>f. Loss or damage under “What is not covered” section by insured perils 1 – 11.</p>
<p>16. Documents Loss or damage by insured perils 1 – 11 to documents (other than Money) in the Home or deposited for safe custody in any bank safe deposit or bank or solicitor's strong room anywhere in the world.</p> <p>We will not pay more than £100 for any one claim.</p>	
<p>17. Rent and alternative accommodation While the Home cannot be lived in because of loss or damage covered by this policy We will pay for:</p> <p>a. Rent for which You are legally liable;</p> <p>b. The similar cost of alternative accommodation up to a maximum of 20% of the Contents sum insured for any one claim.</p>	
<p>18. Your liability to the owner of the Building (Applicable if the Building is rented)</p> <p>a. We will pay for Accidental loss or damage to the Building and landlords contents for which You are legally liable, as defined in Your tenancy agreement.</p> <p>We will pay Accidental loss or damage to:</p> <p>i. Service pipes and service cables;</p> <p>ii. All fixed glass, fixed ceramic hobs, baths, bath panels, wash basins, pedestals, sinks, splash backs, shower trays, bidets, toilet pans, toilet seats and toilet cisterns.</p> <p>We will not pay more than £2,500 for any one claim.</p>	<p>a. Loss or damage to gates, hedges and fences;</p> <p>b. Loss or damage caused by a malicious act;</p> <p>c. Loss or damage resulting from corrosion, or wear and tear, or any gradually operating cause;</p> <p>d. Loss or damage as a result of You breaching your tenancy agreement;</p> <p>e. Damage caused by Your pets or animals.</p>

What is covered?

19. Occupiers personal liabilities

We will pay up to £2,000,000 for sums which **You** or a member of **Your** immediate family permanently living with **You** are legally liable to pay in respect of accidents occurring during the period of insurance resulting in:

- a. Death of, bodily injury to or illness of any person;
- b. Loss of or damage to property.

Accidents to domestic staff

In the event of **Your** death **We** will indemnify **Your** legal personal representatives under the terms of this insurance in respect of liability incurred by **You** or an immediate member of **Your** family permanently living with **You**. The most **We** will pay for any one claim is:

- a. £2,000,000 other than for death of, injury to, or illness of **Your** domestic employees;
- b. £10,000,000 in respect of death of, injury to, or illness of **Your** domestic employees for death, injury or illness arising directly out of and in the course of their employment with **You**.

We will pay for defence costs and expenses incurred with **Our** written consent in addition to the amount of £2,000,000 in a) stated above but such costs and expenses shall be included within the amount of £10,000,000 stated in b) above.

What is not covered?

- a. For death of, bodily injury to, or illness of a member of **Your** family;
- b. For damage to property including personal possessions belonging to or under the control of **You** or a member of **Your** immediate family or to a person employed by **You** or a member of **Your** family;
- c. Arising from a contract, whether written or not, which imposes a liability which **You** or any member of **Your** family would not otherwise have been under;
- d. Arising out of any trade, profession, business or employment or student placement;
- e. Arising out of the ownership of the **Building, your** occupation, profession or use of the land;
- f. Arising out of the use, ownership or possession of aircraft, hovercraft, watercraft (except pedestrian controlled toys), caravans, power operated lifts, horse boxes, trailers or trailer tents or motor vehicles for which a Certificate of Insurance is required under the Road Traffic Act;
- g. Arising out of the ownership or possession of animals of a dangerous species and livestock as defined in Animals Act 1971 (other than horses for private hacking), a dog of a type specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dogs (muzzling) Regulations (Northern Ireland) 1991, pets which are not normally domesticated in the United Kingdom and horses while being used for hunting, racing or playing polo;
- h. Arising out of the ownership, possession or operation of firearms, except shotguns or airguns used for sporting activities;
- i. Arising from the transmission of any communicable disease or virus;
- j. Arising from any wilful or malicious act by **You**;
- k. Arising from any responsibility as an employer to anyone employed by any of **Your** family in any business or profession, including domestic employees;
- l. Arising from damage, injury, death, illness or disease, which happens outside the period of insurance.

What is covered?	What is not covered?
<p>20. Replacement of locks We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> a. External doors and windows of the Home; b. A safe within or an alarm protecting the Home; <p>following the theft of keys using force and violence.</p> <p>We will not pay more than £250 for any one claim.</p>	<p>The cost of replacing keys and locks to a garage or outbuilding.</p>
<p>21. Your liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the Home and subsequent unauthorised use by any person not related to or residing with You.</p> <p>We will not pay more than £250 for any one claim.</p>	<p>Any loss unless:</p> <ul style="list-style-type: none"> a. You have complied with the terms and conditions of the issuing authority; b. There has been violent and forcible entry to or exit from the Home.
<p>22. Loss of frozen food We will pay for the cost of replacing food in Your freezer in the Home damaged as a result of:</p> <ul style="list-style-type: none"> a. Accidental breakage of the freezer; b. Refrigerant gas escaping from the unit; c. Accidental failure of electricity or gas supply. <p>We will not pay more than £250 for any one claim.</p>	<ul style="list-style-type: none"> a. Any loss caused by deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour; b. Any loss caused by deliberate act or neglect of You or anyone in the Home at Your invitation; c. Any loss caused by Your gas or electricity being cut off because you have not paid a bill; d. Any loss involving a freezer unit 15 years old or more.

Section 2 – Personal Possessions

What are Personal Possessions

(This section is optional and is applicable only if an additional premium is paid and it is indicated on **Your** policy schedule).

Personal Effects

Items of a personal nature normally worn, used or carried by **You** in **Your** daily life which **You** own or for which **You** are legally responsible. Excluding **Money** in excess of £250, Credit Cards and securities.

Valuables

Audio and visual equipment including accessories, computers including accessories, jewellery, watches, furs, articles made of gold, silver and other precious metals, gemstones, photographic equipment, pictures and other works of art.

What is the most we will pay

The following limits apply up to:

a) **Valuables**

Unspecified **Valuables**:

- The most **We** will pay for any one claim is £7,500;
- The most **We** will pay for any one item is £1,500;

Specified **Valuables**:

The sum insured specified on **Your** policy schedule.

- b) £250 for **Money** in any one period of insurance.
c) £500 for any one pedal cycle unless specified on **Your** policy schedule.
d) £500 for any one claim for mobile phones.
e) £1,000 for any one claim for **Personal Effects**.

We will not cover **You** for the **Excess** which applies to each and every claim and is shown on **Your** policy schedule.

What is covered?

Theft or attempted theft or **Accidental** damage to **Your Personal Effects, Valuables** and **Money** whilst away from the **Home** and only applies if shown on **Your** policy schedule.

What is not covered?

We will not pay for the following:

see also General Exclusions on page 10

- a. Loss or damage resulting from robbery or theft away from **Your Home** unless it is as a result of force and violence;
- b. Loss or damage to records, cassette tapes, compact discs, DVDs/Blu-rays, mobile phones, radios, computers (including laptops and tablets), televisions (including portable and mini TV's), compact disc players or DVD players; contact or corneal or micro-corneal lenses, dentures, hearing aids or prosthesis; model aircraft or boats; tools, car accessories (including satellite navigation systems); camping equipment; if these items are more specifically insured elsewhere;
- c. Breakage of sports equipment in the course of play or use;

What is covered?

What is not covered?

- d. Loss of tone or the breakage of strings, reeds or drumheads of musical instruments;
- e. Loss or damage:
 - i. To lamps, tyres or accessories unless the pedal cycle is lost or damaged at the same time;
 - ii. While any pedal cycle is being used for racing, pace making or trials;
- f. By theft of any unattended pedal cycle unless it is locked to a fixed structure.
- g. By theft from an unattended vehicle unless the property insured is concealed from view and all windows are closed and all doors including the boot are locked;
- h. Loss or damage caused by or consisting of wear and tear, gradual deterioration, corrosion, rot, fungus or mildew;
- i. Loss or damage caused by vermin, insects, woodworm, atmospheric or climatic conditions, the action of light or any other gradually operating cause;
- j. Loss or damage caused by mechanical or electrical defect or breakdown; faulty or defective design, workmanship or materials; or use not in accordance with the manufacturer's instructions;
- k. Loss or damage caused during any process of repair, maintenance, cleaning, dismantling, drying, dyeing, heating, washing or renovation.

Where are they insured?

While in **Your** custody or control anywhere in the United Kingdom, Isle of Man and the Channel Islands and temporarily elsewhere in the world for a period not exceeding 60 days in any one period of insurance.

General Exclusions

This policy does not cover the following:

1. Existing Damage
 - a. Any loss or damage occurring before the start of this policy;
 - b. Any loss or damage deliberately caused by **You** or anyone working on **Your** behalf.
2. Use of the **Building**
 - a. Any loss or damage caused by cooking in rooms other than rooms that are fitted with designated kitchens;
 - b. Any loss or damage caused by any portable heaters;
 - c. Costs for keeping to any requirements or regulations **You** knew of before the loss or damage occurred.
3. Loss of value and consequential loss
 - a. Loss of value of the **Building, Contents** or any other property insured;
 - b. Consequential loss or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the insured peril for which **You** are insured). This includes, but is not limited to, the following:
 - Loss of earnings;
 - Travel costs;
 - Loss assessor fees;
 - Claim preparation costs; or
 - Compensation for stress and/or inconvenience.
4. Pairs and sets
The cost of replacing or altering any undamaged part or item forming part of a set.
5. Property not covered
 - a. Living creatures;
 - b. Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them;
 - c. Property more specifically insured by any other policy;
 - d. Plants, trees and shrubs in the garden.
6. Radioactive contamination
Loss of or damage or legal liability directly or indirectly caused by:
 - a. Ionising radiation or radioactive contamination from any nuclear waste arising from burning of nuclear fuel;
 - b. The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
7. Property being confiscated or detained by any government or public or local authority.
8. Sonic bangs
Loss of or damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.
9. War, riot and civil commotion risks
Loss, damage or liability caused by war, invasion, riot, revolution, civil commotion or any similar event.
10. Electronic date recognition.
Failure of any electrical equipment to recognise or interpret any date change correctly.

General Conditions

1. **You** must keep to the terms and conditions of this policy.
2. Changes in circumstances
 - a. **You** must immediately tell **Your Broker** about any change to the information **You** have provided. In particular **You** must tell **Your Broker** if there is a change to:
 - The address of the property insured;
 - The use of the property (including if the property becomes **Unoccupied**);
 - b. **You** must tell **Your Broker** if, at any time, the total cost of replacing the **Contents** is greater than the sum insured.
3. Unoccupancy

If the **Home** is **Unoccupied** for any reason (e.g. during the student holiday) the following will apply:

 - a. **You** or **Your** agents must make sure that:
 - The gas and electricity is turned off at the mains;
 - The water supply is turned off at the mains and the system is drained (unless adequate level of heating is maintained from fixed heating appliances);
 - All outside doors are securely locked;
 - All windows are securely fastened and any broken windows boarded up; and
 - The **Building** and all yards and areas surrounding the **Building** are free from fuel and waste materials.
 - b. If the **Buildings** are broken into or vandalised. **You** must immediately:
 - Make the property safe and secure;
 - Follow the claims procedure set out in this policy.
4. Maintenance and safety requirements

If **You** are legally liable, as stated in **Your** tenancy agreement;

 - a. All gas and electrical appliances and installations must be inspected as required by the appropriate legislation. Records of all inspections including repairs, replacement, maintenance and servicing undertaken must be kept. The appropriate documentation issued must be retained by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request;
 - b. All upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1st March 1993 must keep to the relevant fire resistance requirements.
5. Personal representatives

If **You** die, **Your** personal representatives will have the benefit of this insurance for the rest of the current period of insurance as long as:

 - a. They tell **Your Broker** as soon as possible about **Your** death;
 - b. They keep to all terms and conditions of this policy.
6. Fraudulent claims.

If **You** make a fraudulent claim under this insurance contract:

 - a. **We** are not liable to pay the claim; and
 - b. **We** may recover from **You**, any sums paid by **Us** to **You** in respect of the claim; and
 - c. **We** 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 clause (6)(c) above:

 - a. **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); and,
 - b. **We** need not return any of the premiums paid.

Claims Procedure and Conditions

AmTrust Europe Claims Hotline
0115 934 9818
(9 a.m. - 5 p.m. Mon-Fri)

AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG.

When submitting a claim **You** must give **Your** policy number. When **You** become aware of an event which is likely to result in a claim under this policy **You** must do the following:

- a. Give **Us** full details of **Your** claim as soon as possible, and always within 30 days.
- b. Tell the police immediately and obtain a crime number if damage has been caused by theft, attempted theft, malicious acts or vandals.
- c. Take all steps to reduce and prevent any further injury, loss or damage.
- d. Give **Us**, at **Your** expense, all information and evidence (including written estimates and proof of ownership and value) **We** ask for.
- e. Send to **Us** (unanswered) every letter, claim, writ, summons or other legal document **You** receive in relation to the claim.
- f. Supply, at **Your** own expense, all information and help **We** ask for.
- g. All claims for food loss must be supported by evidence of the food spoilt as a result of freezer failure.

You must not do the following:

- a. Dispose of any damaged items before **We** have inspected them.
- b. Negotiate, admit or settle any claim or offer without **Our** written permission.

We may do the following:

- a. Enter any of the **Buildings** where damage has happened, keep the insured property and deal with the salvage accordingly.
- b. Prosecute (in **Your** name for **Our** own benefit) any other person in respect of any amount **We** have or must pay.
- c. Appoint a loss adjuster to deal with the claim.

Settling claims for loss or damage under Sections 1 & 2

If **Contents** are damaged, and the sum insured is at least equal to the cost of replacing the **Contents**, **We** will:

- a. Pay the cost of replacing the item as new, or
- b. Pay the cost of repairing any item

Claims in respect of clothing will be adjusted to reflect wear, tear and depreciation.

We will not pay for replacing any undamaged part or item forming part of a set.

We will not reduce the sum insured after a claim as long as the repair work is completed and any recommendations **We** make to prevent further loss or damage, are carried out without delay.

Average (Underinsurance)

The sum insured for **Contents** should reflect the full cost of replacing the items as new. If this is not the case then **You** will have to pay a share of the claim, for example if the sum insured only covers three quarters of the full cost, **We** will only pay three quarters of the claim.

Contribution

If at the time of loss or damage another insurance policy exists which covers the same risks as this policy **Our** liability shall be limited to **Our** rateable proportion of such loss or damage including a reduction for average if applicable.

Rights to recovery

We may take, or ask **You** to take, any action necessary to recover from a third party any costs **We** become liable for under this policy. **We** may do this before or after **We** pay **Your** claim.

Cancellation

a. **Your** Cancellation Rights

You have the right to cancel the cover within 14 days beginning on the commencement or renewal of cover or on receipt of policy documentation, whichever is the latter (this period is referred to as the “cooling off period”). **You** should exercise this right by contacting **Your Broker**.

Moorhouse Group Limited

Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

Telephone: 0808 168 6868

Email: customerservices@moorhouseinsurance.co.uk

If **You** exercise **Your** right to cancel during the “cooling off period”, **You** will be entitled to a return of the full premium provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance.

If **You** do not exercise **Your** right to cancel during the “cooling off period”, the policy premium becomes due and the policy will run for its full term.

If the “cooling off period” has expired, **You** may cancel the policy during the period of insurance by giving 14 days notice to **Your Broker** using the contact details above. Provided that no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, **You** will be entitled to a proportionate return of the premium paid. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premiums due.

b. **Our** Cancellation Rights

If **You** pay an annual premium:

We may cancel the policy by writing to **You** at **Your** last known address shown on **Your** policy schedule confirming that all cover will end 30 days after the date of **Our** letter or **You** may cancel the policy by contacting **Your Broker**.

If you pay your premium by monthly instalments:

We may cancel the policy by writing to **you** at **your** last known address shown on **Your** policy schedule confirming that all cover will end 30 days after the date of **Our** letter.

The reasons **We** may cancel **Your** insurance include:

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- lack of cooperation or failure to supply information or documentation;
- threatening or abusive behaviour.

Complaints Procedure

IF YOUR COMPLAINT IS ABOUT THE WAY A POLICY WAS SOLD TO YOU:

If at any time **You** have any query or complaint regarding the way the policy was sold, **You** should in the first instance refer to **Your Broker** who sold the policy to **You**. **You** should address **Your** complaint to:

The Complaints Manager
Moorhouse Group Limited
Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU
Telephone: 0808 168 6868
Email: customerservices@moorhouseinsurance.co.uk

IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR POLICY OR CLAIM:

AmTrust Europe Limited aim to give **You** a high level of service at all times. However, if **You** have a complaint about **Your** policy or claim, please contact:

Complaints Department
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham, NG1 6FG
Tel. No. **+44 (0) 115 934 9852**
Email. complaints@amtrusteu.co.uk

We will contact **You** within 5 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within 4 weeks. If it will take **Us** longer than 4 weeks **We** will tell **You** when **You** can expect an answer.

Alternatively, at any stage, **You** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: www.financial-ombudsman.org.uk

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The latter can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 0800 678 1100 or 0207 892 7300.

Data Protection & Privacy Statements

DATA PROTECTION

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit our website at www.amtrusteurope.com.

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

DISCLOSURE OF YOUR PERSONAL DATA

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

INTERNATIONAL TRANSFERS OF DATA

We may disclose **Your** personal data to destinations outside the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

YOUR RIGHTS

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

Call us on freephone 08081 68 68 68

**Head office
2-3 Sir Alfred Owen Way
Barclay House
Caerphilly
CF83 3HU**

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