

## IMPORTANT NOTICE TO POLICYHOLDERS YOUR POLICY SUMMARY

### AmTrust Europe Tenants Liability

#### Policy Summary

This policy summary provides an overview of cover for the AmTrust Europe Tenants Liability policy. It does **not** include the full terms and conditions of the policy, which can be found in the policy wording. Please ensure that you read the policy wording and fully understand the terms and conditions.

The AmTrust Europe Tenants Liability policy is a liability insurance for private dwellings that are let.

This policy provides cover for 6 or 12 months following acceptance of the proposal form or your acceptance of the renewal terms and payment of the premium or agreement to pay the premium.

This policy will be governed by and construed in accordance with English Law (p6).

#### Significant features and benefits

For your ease of reference the policy wording page numbers are shown in brackets

- Accidental loss or damage to the building and landlords contents for which you are legally liable as tenant subject to exclusions (p4)

#### Significant Exclusions & Limitations

- You pay an excess (an amount) towards each claim (p4)
- Loss or damage to gates, hedges and fences (p4)
- Any loss or damage occurring before the start of the policy (p4)
- Any loss or damage deliberately caused by you or anyone working on your behalf (p4)
- Property primarily used for business purposes (p4)
- Any loss or damage caused by cooking in rooms other than rooms that are fitted and designated as kitchens (p4)
- Any loss or damage caused by portable heaters (p4)
- Costs for keeping to any requirements or regulations you knew of before the loss or damage occurred (p4)
- The cost of replacing or altering any undamaged part or item forming part of a set (p4)

#### Claims Procedure

If you wish to make a claim, you should contact AmTrust Europe Limited direct on telephone number 0115 934 9818. When submitting a claim form you must provide your policy number.

- You must provide full details of injury, loss or damage in writing within seven days if caused by riot or civil commotion or 30 days if from any other cause.
- You must tell the police immediately if loss or damage has been caused by theft, attempted theft, a malicious act or vandalism.
- You must take all reasonable steps to mitigate any loss or damage or prevent further loss or damage.
- Do not destroy any damaged items until we have been given the chance to inspect them.
- Do not leave any property for us to deal with.
- You must immediately send us every letter, claim, writ or summons received from a third party without answering them.
- You must not admit liability or negotiate payments without our permission.
- Supply, at your own expense, all reports, certificates, plans, specifications, quantities information and help we ask for.

#### Cancellation

Written confirmation of the cancellation of the policy may be given at any time by you or by us, as detailed in the policy wording. We will give you a minimum of 14 days notice of cancellation to enable you to find alternative cover. You may cancel the policy by giving us written instructions.

#### Cooling off Period

Before you accept our policy you have 14 days to review your policy wording. If you are not totally happy with the policy and you have not made a claim you can write to us requesting that your insurance is cancelled and that any monies paid are returned. We will then cancel your insurance.

## **Complaints Procedure**

### If **You** 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 the Insurance intermediary who sold the policy to **You**.

If **You** are not satisfied with the way a complaint has been dealt with or if it cannot be resolved, **You** should address **Your** complaint to:

The Complaints Department  
Rentshield Direct Limited  
Rentshield House  
Unit 9 Broadmeadow Industrial Estate  
Teignmouth  
TQ14 9AE

### If **You** complaint is about the administration of the policy

If **You** have a query or complaint regarding the administration of the policy, **You** should in the first instance address **Your** complaint to:

The Complaints Department  
Rentshield Direct Limited  
Rentshield House  
Unit 9 Broadmeadow Industrial Estate  
Teignmouth  
TQ14 9AE

Rentshield Direct Limited aim to give **Our** Insured a high level of service at all times. If Rentshield Direct Limited cannot resolve **Your** concern **You** may address **Your** complaint in writing to the policy underwriter. Their complaints procedure and address are detailed as follows:

Please write to:  
AmTrust Europe Limited,  
Market Square House,  
St James's Street,  
Nottingham  
NG1 6FG.

**We** will contact **You** within five 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 four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

If **We** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**.

Once **You** have received **Your** final response from **Us**, and if **You** are still not satisfied **You** can contact the Financial Ombudsman Service: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. By telephone on **0845 080 1800** or **0300 123 9 123** or by Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**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 Services Authority or the FSCS. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.

The complaints procedure above does not affect any legal rights **You** may have to take action against **Us**.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

# TENANTS LIABILITY

Policy Wording



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## Introduction

Welcome and thank you for choosing Rentshield Direct Limited as **Your** insurance provider. **We** work in partnership with **Your** insurance intermediary who will be happy to answer any questions **You** may have concerning the Policy.

It is important that **You** carefully read this Policy together with the **Schedule**, Statement of Fact and any Endorsements which form part of this Policy to ensure it meets with **Your** requirements. If any changes are needed or if the information is incorrect in any way, **You** must contact **Your** insurance intermediary immediately.

Before **You** accept **Our** 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 write to **Your** insurance intermediary requesting that **Your** cover is cancelled and any monies paid will be returned. **We** will then cancel **Your** insurance.

## Important

This policy is a legal contract. **You** must tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance intermediary. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the Policy may not cover **You** fully.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance intermediary.

## The Contract of Insurance

This Policy is underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised and regulated by the Financial Services Authority (Firm reference number: 202189)

This Policy the **Schedule** (including any **Schedule** issued in substitution) and any endorsement shall be considered one document. The Statement of Fact including the declaration or any information supplied by or on behalf of the Insured shall form the basis of this contract between the Insured and the Insurer

This is to certify that in accordance with the authorisation granted by the Insurer and in consideration of the premium specified herein the said Insurer are hereby bound to insure in accordance with the terms limits of indemnity exclusions and conditions herein or endorsed hereon.

Provided always that any Section of this policy stated to be not covered in the **Schedule** shall be inoperative.



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## Definitions

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

### **Building(s)**

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

### **Contents**

Household goods, furnishings and appliances, fixtures and fittings, interior decorations including carpets and floor coverings and Aerials which **You** are responsible for.

### **Home**

The insured property as stated in the **Schedule** and the fixtures and fittings

### **Personal effects**

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable television, sports equipment and pedal cycles

### **Schedule**

The current Insurance **Schedule** provided by **Us**, detailing the cover and forming part of the Policy.

### **Unoccupied**

The **Home** is unoccupied when:

- It does not have enough furnishings for normal use as a **Home** i.e. sleeping, cooking and washing facilities; and
- Contains no **Personal effects**; or
- It has not been lived in for more than 14 consecutive days in which case it must be inspected every 14 days.

### **We, Us, Our**

AmTrust Europe Limited whose registered address is Market Square House, St James's Street, Nottingham, NG1 6FG. Company Reg No. 1229676.

Authorised and regulated by the Financial Services Authority.

### **You, Your**

The person or people named in the **Schedule**.



## What is Covered?

The following Cover is included in this section:

### Your liability to the owner of the **Building**

(Applicable if the **Building** is rented)

**We** will pay for accidental loss or damage to the **Building** and landlords **Contents** for which **You** are legally liable as tenant

**We** will not pay more than £2,500 for any one claim

## What is not covered?

1. Loss or damage to gates, hedges and fences
2. Malicious damage
3. Watercraft (which includes sailboards and surfboards) aircraft, caravans, trailers and mechanically propelled vehicles (which include motor cycles and children's motor cycles and motor cars) but lawn-mowers and garden implements are covered
4. Parts, accessories, tools, fitted radios, cassette players and compact disc players for things excluded in 3. above
5. Property more specifically insured by any other insurance
6. Damage caused by Animals
7. Property primarily used for business purposes

## Policy Excesses

**You** must pay an amount towards each claim which is called the 'excess' and this is £85.

## 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 and designed as 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 (that is, any loss which happens as a result of, or is a side effect of, the main thing **You** are insured for).
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 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 **Us** about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:
    - The address of the property insured;
    - The use of the property (including if the property becomes **Unoccupied** for any reason other than waiting for a tenant to move in); or
    - The property's structure
  - b. If the **Home** is unattended for more than 14 days in a row **You** must
    - Turn off the water at the mains and drain the system; and
    - Turn off any oil supply at the tank
3. Maintenance and safety requirements
  - a. All gas and electrical appliances and installations must be inspected as required by the appropriate legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept 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.
4. 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 **Us**, as soon as possible, about **Your** death; and
  - b. They keep to all terms and conditions of this policy.
5. Fraudulent claims.  
**We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any Money **We** have paid to **You** or **Your** representative.



6. 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.

## Claims Procedures and Conditions

If **You** wish to make a claim, **You** may either contact the intermediary who arranged cover for **You**, who will notify **Us** of **Your** claim, or **Us**. When submitting a claim form **You** must give **Your** policy number. When **You** become aware of an event which is likely to result in a claim under this policy:

### How to Claim:

If **You** wish to make a claim, **You** will need to contact:

AmTrust Europe Claims Hotline  
0115 9349818

(9am – 5pm / Mon – Fri)

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

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

### 1. You must:

a Provide in writing full details of injury or loss or damage as soon as possible and in any event within:

- seven (7) days if caused by riot or civil commotion; or
- thirty (30) days if from any other cause.

b Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **Us** get back and identify the property;

c Immediately send **Us** every letter, claim, writ or summons without answering them;

d Supply at **Your** own expense, all reports, certificates, plans, specifications, quantities information and help **We** ask for;

e Give **Us** all information and evidence, including written estimates and proof of ownership and value that **We** ask for. **You** must pay any costs involved in doing this.

### 2. You must not:

a Leave any property for **Us** to deal with;

b Dispose of any damaged items until **We** have had the chance to inspect them;

c Repair any damaged items until **We** have had the chance to inspect them;

d Admit liability or promise to make a payment without **Our** permission.



**3. We may do the following:**

- a Keep the insured property and deal with the salvage in a reasonable way;
- b Negotiate, defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**;
- c Prosecute (in **Your** name for **Our** own benefit), any other person in respect of any amount **We** have paid or must pay;
- d Appoint a loss adjuster to deal with the claim;
- e Arrange to repair the damage to the insured property.

**4. You may do the following:**

Carry out temporary emergency repairs to make good the property following damage caused by an insured peril. This is limited to the following without prejudicing **Your** position:

- a Necessary boarding up following damage to windows, doors, fan lights and skylights to make the property secure.

**Our** acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.

**5. Our rights:**

- a **We** may take, or ask **You** to take, any action necessary to get back, from anyone else, any costs **We** have to pay under this policy. **We** may do this before or after **We** pay **Your** claim;
- b **We** may take over the defence or settlement of a claim against **You** by another person.

**6. Contribution - other insurances**

If **You** have any other insurance policies which cover the same loss, damage or liability as this policy, **We** will pay only **Our** share of the claim.

## Cancellation

If **You** pay an annual premium:

**We** may cancel the policy by writing to **You** at **Your** last known address confirming that all cover will end 14 days after the date of **Our** letter or **You** may cancel the policy by giving **Us** written instructions. If **You** pay **Your** premium by monthly instalments:

**We** may cancel the policy by writing to **You** at **Your** last known address confirming that all cover will end seven days after the date of **Our** letter (if **We** are cancelling the policy because a premium has not been paid); or 14 days after the date of **Our** letter (if **We** are cancelling the policy for any other reason).

**You** may cancel the policy by giving **Us** written instructions, **You** should also instruct **Your** bank to cancel **Your** Direct Debit.

If **You** or **We** cancel the policy, and **You** have not made a claim during the current Period of Insurance, **We** will refund the premium for any remaining period of cover.

## 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 the Insurance intermediary who sold the policy to **You**.



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Teignmouth  
TQ14 9AE

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TQ14 9AE

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Nottingham  
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Further information is available from the Financial Services Authority or the FSCS. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.



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The complaints procedure above does not affect any legal rights **You** may have to take action against **Us**.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## Data Protection & Privacy Statements

### Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **You** have consented to the use of **Your** data as described below.

### Data Protection Policy

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

### Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

### How **We** use and protect **Your** information and who **We** share it with

**We** will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

**Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust group companies (The Group). **We** will provide an adequate level of protection to **Your** data.

**We** do not disclose **Your** information to anyone outside The Group except:

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
  
- Where **We** may transfer rights and obligations under this agreement.

**We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

### **Your** Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

### Marketing

AmTrust Europe will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.