



## Tenants Liability Insurance Policy

This insurance **policy** has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.

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**Who does it cover?**

The person named on the **policy schedule** and any member of their **family** permanently residing with them.

**Key requirements**

- The insured property must be the policyholder's main residence and must be within the United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man;
- The policyholder is a **tenant** of the **home** by virtue of a **tenancy agreement**.

**Your responsibility**

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** broker may ask as part of **your** application for cover under the **policy**;
- b) make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **your** broker of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **your** broker asks when **you** take out, make changes to and renew **your policy**. If any information **you** provide is not accurate and complete, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

If **you** become aware that information **you** have given **your** broker is inaccurate or has changed, **you** must inform them as soon as possible.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any **endorsements** or certificates. These items together form **your** contract of insurance.

**How to make a claim**

To notify a claim please contact **us** no later than 30 days from the date of event that gives rise to the claim.

Tel: **0333 241 3369**

Please quote "Tenants Liability" in all communications.

**Our** claims line is open 24 hours a day, 365 days a year to assist **you**.

Or **you** can write to **us** at:

Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

All claims involving theft, attempted theft or malicious damage must be reported to the police and a valid crime reference obtained.

#### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on **0800 111 6768**.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

#### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

#### How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

Sale of the **policy**: Please contact **your** broker who arranged the Insurance on **your** behalf.

Claims: If **your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager  
Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA  
Telephone: **0333 241 3369**  
Email: [gtmail@coplus.co.uk](mailto:gtmail@coplus.co.uk)

In all correspondence please state that **your** insurance is provided by Astrenska Insurance Limited.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten employees.

**You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London, E14 9SR.  
Tel: **0800 023 4567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance **policy** online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: **0800 678 1100** or **020 7741 4100** or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

## Sanctions

**We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

## Definitions

The words and phrases listed below will have the same meanings wherever they appear in this **policy**. These words and phrases can be identified in bold throughout the **policy**.

Wording	Meaning
<b>Accidental Damage</b>	Physical damage caused by a sudden, external and unexpected event.
<b>Buildings</b>	The <b>home</b> , including fixtures and fittings, walls, gates, fences, patios, terraces, footpaths, driveways, drains, service pipes, cables, swimming pools, tennis courts and permanently fixed hot tubs and jacuzzies. Also included is television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling.
<b>Claims Limit</b>	The amount as shown in the <b>policy schedule</b> and being the maximum amount the <b>insurer</b> will pay in the event of any claim on this <b>policy</b> . This maximum claims limit covered under this <b>policy</b> is £5,000.
<b>Endorsement</b>	A specific term, condition or variation to the <b>policy</b> .
<b>Excess</b>	The first £50 of each and every claim.
<b>Family</b>	<b>You</b> , <b>your</b> partner and any other person permanently living with <b>you</b> under <b>your tenancy agreement</b> (including any children or foster children). Excludes lodgers and other tenants not covered under <b>your tenancy agreement</b> .
<b>Garden</b>	The trees, shrubs, plants, hedges and lawns on the land forming part of the <b>home</b> .
<b>Home</b>	The private dwelling in the <b>territorial limits</b> , as shown in <b>your policy schedule</b> which <b>you</b> are a <b>tenant</b> . This includes private garages, domestic outbuildings or outbuildings used in connection with the dwelling within 100 metres.
<b>Insurer</b>	Astrenska Insurance Limited.
<b>Landlord</b>	The person or persons named in <b>your tenancy agreement</b> as the landlord of <b>your home</b> .
<b>Landlord's Property</b>	<b>Landlord's buildings, garden</b> , household goods, furniture, fixtures and fittings for which <b>you</b> are legally responsible.
<b>Money</b>	Cash, cheques, postal orders, unused postage stamps, saving stamps and certificates, premium bonds and gift vouchers, season tickets and travel tickets, travellers cheques.
<b>Period of Insurance</b>	The period of 12 calendar months beginning with the date of inception of this <b>policy</b> as detailed on the <b>policy schedule</b> .
<b>Policy</b>	The policy incorporates the policy booklet, the <b>policy schedule</b> and all terms, conditions and <b>endorsements</b> of <b>your</b> insurance contract with the <b>insurer</b> .
<b>Policy Schedule</b>	The document which provides specific details of the insurance cover in force.

<b>Tenancy Agreement</b>	The written agreement that sets out <b>your</b> obligations as a <b>tenant</b> to the <b>Landlord</b> .
<b>Tenant</b>	The occupier of the <b>home</b> by virtue of a <b>tenancy agreement</b> .
<b>Territorial Limits</b>	The United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.
<b>Terrorism</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>Uninsurable Risks</b>	Wear and tear, depreciation, fungus, rot, vermin, insect or domestic pet damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.
<b>Unoccupied</b>	Not lived in by <b>you</b> or without sufficient furniture and furnishings for normal living purposes.
<b>Valuable</b>	Precious metals, jewellery, watches, stamp, coin and medal collections, <b>money</b> , photographic equipment, furs, curios, and works of art.
<b>Vehicles and Craft</b>	Any electrically or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, other than: 1 domestic gardening equipment; 2 battery-operated golf trolleys; 3 wheelchairs; 4 battery or pedestrian-operated models or toys.
<b>We/Us/Our</b>	Motorplus Limited t/a Coplus acting on behalf of Astrenska Insurance Limited.
<b>You/Your</b>	The person(s) specified in the <b>policy schedule</b> and any member of their <b>family</b> permanently residing with them.

Cover	
What is covered?	What is excluded?
<p>In the event of <b>accidental damage</b> to <b>landlord's property</b> caused by <b>you</b>, the <b>insurer</b> will, at their option:</p> <ol style="list-style-type: none"> <li>Reimburse you to replace the damaged <b>landlord's property</b> as new, or</li> <li>Pay the cost of repairing the item(s).</li> </ol> <p>Conditions applying to this section:</p> <ol style="list-style-type: none"> <li>The <b>insurer's</b> liability will not exceed the <b>claims limit</b> shown on <b>your schedule</b>.</li> <li>The <b>insurer</b> will not pay for the cost of replacing or repairing any undamaged item(s) of <b>the landlord's property</b> of <b>your home</b> which forms part of a pair, set, suite or part of a common design.</li> <li><b>You</b> must not undertake any repairs to <b>the landlord's property</b> without the <b>insurer's</b> prior written consent.</li> </ol>	<p>The <b>insurer</b> will not pay claims in respect of:</p> <ol style="list-style-type: none"> <li>Fire, smoke, lightning, earthquake, explosion, escape of water, storm, flood, theft, attempted theft, falling trees/branches or satellite dishes, malicious damage or vandalism, subsidence, heave or landslip;</li> <li>Any <b>uninsurable risks</b>;</li> <li>The <b>excess</b> which is payable by <b>you</b>;</li> <li>Any amount exceeding the <b>claims limit</b> stated in <b>your policy schedule</b>;</li> <li>Damage by any cause other than <b>accidental damage</b>;</li> <li>Property owned by <b>you</b> or in <b>your</b> custody or control that does not belong to <b>your landlord</b>;</li> <li>Damage whilst <b>your home</b> is <b>unoccupied</b> for 30 days or more;</li> <li>Any claim that arises as a result of a deliberate action by <b>you</b> or anybody associated with <b>you</b>;</li> <li>Damage caused by and/or as a result of wear and tear, settlement, shrinkage, vermin, insects, damp, dry or wet rot, weather or atmospheric conditions or anything that happens gradually;</li> <li>Any routine cleaning, altering, repair or restoration of that is not as a result of <b>accidental damage</b>;</li> <li>Mechanical or electrical breakdown;</li> <li>Loss of value;</li> <li>Damage occurring after <b>you</b> have vacated the <b>home</b>;</li> <li>Damage to <b>valuables</b> and <b>money</b>;</li> <li>Damage to <b>vehicles and craft</b>.</li> </ol>

### General conditions

The following conditions apply to all sections of this **policy**. **You** must comply with them where applicable for **your** insurance to remain in full force and effect.

#### 1. Claims

- a. If **you** need to make a claim under this **policy**, **you** must do the following:
- Notify **your landlord** of the damage to the **landlord's property**;
  - Provide the **insurer** with full details of **your** claim as soon as possible after the event and in any case no later than 30 days from the date of the event that gives rise to the claim;
  - Take all steps necessary to reduce further loss, damage or injury;
  - Provide the **insurer** with all information and evidence, including a copy of the **tenancy agreement** and check-in inventory, written estimates, photographs and value that the **insurer** may request.

Under no circumstances must **you** admit any liability or responsibility or negotiate or settle any aspect of any claim without the **insurer's** permission in writing to do so.

- b. On receipt of a notification of a claim, the **insurer** may do the following:
- Enter any building following loss or damage with the **landlord's** permission;
  - Take over and pursue or settle any claim on **your** behalf. **You** must allow the **insurer** to pursue at the **insurer's** own expense and for their benefit any claim for compensation against any other person or organisation and **you** must give them all the information needed to do so;
  - Appoint a loss adjuster to handle the claim on the **insurer's** behalf;
  - Arrange to repair the damage to the building and/or any other property or item and handle any salvage appropriately;
  - Contact **you** directly at any point concerning **your** claim.

#### 2. Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Where the **insurer** reasonably suspects fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with **policy** terms and conditions
- You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the **policy** and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your policy** is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

#### 3. Arbitration Clause

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this **policy**. This arbitration condition does not affect **your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **your** claim being turned down, **we** will treat the claim as abandoned.

#### 4. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- makes a claim which is in any way dishonest or exaggerated;

**we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and back date the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

#### 5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

#### 6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

#### 7. Acts of Parliament

All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

#### General exclusions

1. Any direct or indirect consequence of:

- 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.

2. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;

3. Any consequence, howsoever caused, including but not limited to Computer Virus in 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 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.

#### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

#### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

#### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.



We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Renewal procedure

The term of **your policy** is 12 months. The **period of insurance** will end exactly one year after inception unless **you** renew **your policy**. If **you** wish to renew this insurance **policy** please contact **your** broker who will be able to discuss **your** requirements.

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

The terms of this **policy** are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this **policy** without the **insurer's** express prior written consent.

### Governing law

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

### Astrenska Privacy Notice

#### How we use the information about you

As **your insurer** and a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your policy** is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**;

- issue **you** this insurance **policy**;
- deal with any claims or requests for assistance that **you** may have
- service **your policy** (including claims and **policy** administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **your policy** being cancelled or treated as if it never existed;
- protect our legitimate interests

In order to administer **your policy** and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy).

### Processing your data

**Your** data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **you** have with us;
- is in the public or **your** vital interest; or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for **your** consent to process **your** data.

### How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.



We will need to keep and process **your** personal information during the **period of insurance** and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given us.

**How you can access your information and correct anything which is wrong**

**You** have the right to request a copy of the information that we hold about **you**. If **you** would like a copy of some or all of **your** personal information please contact us by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask us to correct or remove information **you** think is inaccurate.

If you wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>.