

TRAFALGAR

INSURANCE COMPANY LIMITED



TOWN MILLS
RUE DU PRE
ST PETER PORT
GUERNSEY
GY1 6HS

Tenant's insurance Policy

1. Introduction

Various words and phrases have meanings that are specific to this policy. To make this clear, certain words are shown in **bold** and their meaning is explained in the Definitions section. If **you** read a word or a phrase in bold, and are unsure of its exact meaning, please refer to the Definitions section.

The policy terms, conditions, limitations and exclusions, **insurance schedule**, **statement of insurance** and any application used to apply for insurance make up **your** insurance policy and should all be read together. The documents are important so please check them and keep them in a safe place.

If any details are incorrect, please contact **your** insurance intermediary, Bode Insurance Solutions Limited, immediately, as it may mean that this policy will not provide the cover **you** need.

This policy is a contract between **you** and **us**, Trafalgar Insurance Company Limited, and is based on the information **you** provided when **you** applied for this insurance.

We agree to provide the insurance cover described in this policy to insured persons provided that the **premium** is paid when it is due, and **we** agree to accept it. **You** must keep to the terms and conditions of this policy.

*We recommend **you** review **your** cover at least on an annual basis to ensure this policy continues to meet **your** needs.*

2. Who can take out this policy

You must be resident in the United Kingdom, Channel Islands or the Isle of Man.

3. What is covered

This section explains the benefits available under **your** policy. Further details for claiming under the policy can be found in Section 11 How to make a claim.

3.1 Contents – what you are covered for

Your policy provides cover only for the sections of cover as shown on **your insurance schedule**. The policy options **you** have chosen are **on your insurance schedule** and **statement of insurance**.

An **excess** of £100 will apply to each and every claim unless otherwise indicated within the Section.

See Section 4 General exclusions for exclusions which apply to policy cover.

Loss of or damage to the contents in the home caused by any of the following:

Loss of or damage to the contents in the home caused by any of the following:

What is covered

1. a) Fire, explosion, lightning or earthquake

b) Smoke

2. **Storm** or Flood.

3. a) Riot, civil unrest, strikes and labour or political disturbances

b) Malicious acts

What is not covered

Loss or damage that happens gradually

Malicious damage caused by:

- **you**; or
- paying guests or tenants.

Loss or damage that happens after the **home** has been left Unoccupied for more than 60 days in a row

There is an **excess** of £500 for each and every claim for malicious damage

Section A – Contents in the home

Loss of or damage to the contents in the home caused by any of the following:

What is covered	What is not covered
4. Being hit by:	
a) aircraft or other flying objects, or anything falling from them; or	
b) vehicles or animals	Loss or damage caused by domestic animals
5. Water escaping from water tanks, pipes, equipment or fixed heating systems	
6. Oil leaking from a fixed heating system	
7. Theft or attempted theft	<p>Theft by deception, unless deception is used only to get into the home.</p> <p>Theft of personal money, unless someone has broken into or out of the home by using force and violence or has got into the home by deception.</p> <p>Theft of bicycles, from communal areas around the home unless the cycle has been attached to a permanent fixture and immobilised by a security device.</p> <p>Theft:</p> <ul style="list-style-type: none">• if you live in a self-contained flat and the theft is from any part of the building that other people have access to; or• if you live in a non-self-contained flat, unless someone has broken into or out of the building by using force and violence or has got into the Building by deception. <p>Loss or damage caused by:</p> <ul style="list-style-type: none">• you; or• paying guests or tenants. <p>We will not pay more than £2,500 for any one incidence of theft from outbuildings (other than garages).</p>
8. Falling radio or television aerials and dishes, and their fittings and masts	
9. Subsidence or heave of the land that the home stands on, or landslip	Loss or damage caused by riverbank or coastal erosion
10. Falling tree or branches	

Section B – Contents temporarily removed from the home

What is covered

Loss of or damage to **contents** by any of the causes listed under Section A while temporarily taken outside the **home** but remaining in the British Isles.

We will not pay more than 20% of the contents sum insured for property in outbuildings
General Exclusion 4.1 (Unoccupancy) does not apply

What is not covered

Loss of, or damage to, or theft of bicycles.

Misplacing or accidentally losing any **personal belongings** or **valuables** or theft of **personal money** unless someone has broken into or out of a building by using force and violence.

Loss of or damage to property that is not in a building, caused by storm or flood.

Loss or damage by theft, unless someone has broken into or out of a building by using force and violence.

Loss or damage if **contents** have been removed for sale or exhibition or placed in a furniture depository.

Section C – Accidental damage to audio, video and computer equipment

What is covered

Accidental damage to:

a) radios, televisions, video players and recorders, home computers, recording and audio equipment in the **home**; or

b) receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the **home**

What is not covered

Electrical or mechanical breakdown

Loss in value

Damage caused by:

- chewing, scratching, tearing or fouling by domestic animals;
- wear and tear;
- the process of cleaning, washing, repairing or restoring any item;
- failure to use in line with the manufacturer's instructions; or
- anything that happens gradually.

Section D – Glass and mirrors

What is covered

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the home.

What is not covered

Section E – Contents in the open

What is covered

Loss of or damage to **contents** by any of the causes listed under Section A happening in the open on land belonging to the **home**

What is not covered

Loss of or damage to garden equipment unless kept in a locked shed or outbuilding.
Loss of or damage to bicycles in the garden unless securely locked to an object that can't be removed.
Loss of or damage to any **personal money, personal belongings or valuables**

Section F - Replacement locks

What is covered

If keys to the locks of:

- external doors of the **home**; or
- alarm systems or domestic safes fitted in the **home**;

are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms.

What is not covered

We will not pay more than £1,000 for any one incident

Section G – Food in freezers

What is covered

Loss of or damage to food stored in any domestic freezer, or any integral freezer unit in a domestic fridge, in the **home** caused by:

- a rise or fall in temperature; or
- contamination by freezing agents

What is not covered

Loss or damage caused by a deliberate act of the company (or its employees) supplying **your** power

We will not pay more than £1,000 for any one incident

Section H – Fuel and metered water

What is covered

Accidental loss of:

- domestic heating fuel; or
- metered water up to £1,000.

What is not covered

Section I – Loss of rent and the cost of alternative accommodation

What is covered

If the home is damaged by any cause listed under Section A and, as a result, it cannot be lived in, **we** will pay:

- for **your** loss of rent; or
- any reasonable extra accommodation expenses incurred with our consent for your family and your domestic pets;

until the home is ready to be lived in.

What is not covered

There is no cover beyond the period of your tenancy agreement or where the insurer of your building is liable for the cost.

We will not pay more than 30% of the contents sum insured for any one incident

Section J - Fatal injury benefit

What is covered

We will pay £5,000 if **you** die as a direct result of injury caused in the **home** by fire, explosion, lightning or intruders. For us to pay a claim, **your** death must happen within three months of the incident

What is not covered

There is no **excess** for this Section

Section K – Household removals

What is covered

Loss of or damage to **contents** while being moved by professional furniture removers from the **home** to **your** new permanent **home** (including temporary storage in a furniture depository for up to seven days in a row) in the **British Isles**

What is not covered

Personal money or valuables.

We will not pay more than 20% of the Contents sum insured for any one incident.

Section L – Wedding gifts

What is covered

The sum insured under the contents section is automatically increased by 20% during the 30 days before and 30 days after your wedding day to cover wedding gifts

What is not covered

Section M – Occupiers personal liability

What is covered

Your legal liability to pay damages and claimants' costs and expenses for:

- accidental bodily injury or illness; or
- accidental loss of or damage to property; happening during the period of insurance in:
 - the British Isles; or
 - the rest of the world, for temporary visits.

What is not covered

Liability in connection with the following:

- a) **You** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**
- b) Aircraft including drones other than pedestrian controlled toys or models
- c) Caravans
- d) Boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models.
- e) **You** living in or occupying land or **buildings** other than the **home** or its grounds.
- f) **You** owning land, buildings or other fixed property
- g) Deliberate or malicious acts
- h) HIV and HIV-related illnesses, including AIDS
- i) Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).
- j) Any agreement, unless **you** would have been liable without the agreement
- k) Any trade, business or profession
- l) Loss of or **damage** to property which belongs to **you** or is in **your** care or control, other than covered under the Tenants Liability Section
- m) Bodily injury or illness arising from anyone's employment with or work for **you**.
- n) Bodily injury or illness to **you**.

We will not pay more than £1,000,000 for any one incident. There is no **excess** for this Section

Section N – Tenant's liability

What is covered

We will provide cover up to £5000 if **you** are legally responsible as a tenant for the following:

What is not covered

Section N – Tenant’s liability

What is covered

a) Loss of or damage to the **home** and landlord’s fixtures and fittings by any of the causes listed under Section A

b) Accidental breakage of:

- fixed glass (including glass in solar-panel units); or
- fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the **home**

c) **Accidental damage** to cables or underground pipes which provide services to or from the **buildings** and septic tanks and drain inspection covers

What is not covered

Loss or damage excluded in section A
Loss or damage that happens while the **home** has been left **unoccupied**.

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Loss or damage excluded in section A
Loss or damage that happens while the **home** has been left **unoccupied**.
Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

Section O – Emergency access

What is covered

Damage to **contents** following necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**

There is no **excess** for this Section

What is not covered

Section P – Other accidental loss

What is covered

Other **accidental damage** to the **contents** while in the **home**

What is not covered

Loss in value.

Damage caused by:

- wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;
- chewing, scratching, tearing or fouling by domestic animals;
- the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown; or
- paying guests or tenants.

Damage excluded in other parts of the **contents** section
Loss or damage happening while the **home** or any part of it is lent, let or sublet by **you**.

Section Q – Clothing and Personal belongings

What is covered

Personal belongings (including clothing, jewellery, watches, furs, binoculars, and musical, photographic and sports equipment).

You do not have to tell **us** about changes to property insured under this heading (even if **you** buy or sell anything), unless the **contents** sum insured is no longer adequate or any individual item is worth more than the single article limit shown below.

What is not covered

Personal money and credit and debit cards.

Skis (including sticks and bindings), snowboards, water skis, subaqua (diving) equipment, camping equipment and riding tack.

Sports racquets, sticks, bats and clubs , fishing rods and tackle.

Contact and corneal cap or micro lenses, and hearing aids.

Securities (stocks and shares).

Furniture, furnishings, household goods and equipment, and food and drink.

Business goods and equipment.

Motorised vehicles, aircraft, boats, boards and craft that are designed to be used on or in water, Caravans, trailers and cycles, and the parts, spares and accessories of any of these.

Any living creature.

There is £100 **excess** to pay for each and every claim

There is a single article limit for **valuables** of 10% of the contents sum insured

3.2 Personal belongings – what you are covered for

This section is an optional cover and applies only if a specific sum insured is shown on the **insurance schedule**.

Section A - Personal belongings cover

What is covered

Loss of or damage to **your** property (shown on the **insurance schedule**) anywhere in the world.

What is not covered

Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than £1,000 for any one incident.

Loss or damage caused by wear and tear, the process of cleaning, washing, repairing or restoring any item, light, weather conditions, moth, vermin or anything that happens gradually.

Loss or damage to any **motorised vehicle** whether for use in air or on water including drones.

Loss in value

Skis (including sticks and bindings), snowboards, water skis, subaqua (diving) equipment, camping equipment and riding tack whilst in use.

Damage to sports racquets, sticks, bats and clubs, fishing rods and tackle while in play and/or in use.

Confiscation or detention by Customs or other officials.

Electrical or mechanical breakdown.

Any loss that is not the direct result of the insured incident itself.

Business or professional use of musical instruments, photographic equipment and accessories

Loss or damage which can be claimed under other insurance.

Theft, attempted theft or malicious damage caused by:

- **you**; or
- paying guests or tenants.

Theft by deception, unless deception is used only as a way to get into the **home**.

There is £100 **excess** to pay for each and every claim

There is a single article limit for **valuables** of 10% of the contents sum insured

Section B - Personal Money and Credit and Debit Cards

What is covered

Personal money and credit, debit, cheque guarantee and cash cards, all held for social, domestic or charitable purposes.

Credit, debit, cheque guarantee and cash cards are insured only against any loss as a result of misuse by any unauthorised person (or people) following the loss or theft of any card (together with all costs and expenses **we** have agreed to pay), arising before the card-issuing company has been told about the loss, as long as **you** keep to the terms of the card.

There is £100 **excess** to pay for each and every claim

What is not covered

Shortages due to error or omission.

Losses not reported to the police.

Losses of credit, debit, cheque guarantee and cash cards not reported to the card-issuing company within 24-hours of discovering the loss.

Section C – Bicycle cover

What is covered

Loss of or damage to **your** bicycles.

There is £100 **excess** to pay for each and every claim

What is not covered

Loss or damage while being used for track racing or business purposes.

Theft while away from the **home**, unless in a building or securely locked to an object that cannot be moved.

Loss of or damage to accessories, unless caused by an accident to the bicycle or unless the bicycle is stolen or destroyed by fire at the same time.

4. General Exclusions

The following exclusions apply to the whole policy unless otherwise indicated:

4.1 Unoccupancy

Loss or damage that happens after the **home** has been left **unoccupied** for more than 60 days in a row unless otherwise indicated within the Section.

4.2 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

4.3 Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

4.4 Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a) a sudden and unexpected accident which can be identified; or
- b) oil leaking from a domestic oil installation at the **home**.

5 When your cover starts

Cover starts from the date shown on **your insurance schedule**.

6 When your cover ends

All cover under this policy automatically ends under the following circumstances, whichever occurs first:

- If the **premium** is not paid when due;
- If the policy is cancelled by **you**;
- If the policy is cancelled by **us**; or
- **You** cease to be a resident of the United Kingdom, Channel Islands or the Isle of Man.

7 Period of Insurance and Renewal

This is an annually renewable policy for insurance. Each year **we** will write to **you** at least 14 days before the anniversary of the start date of **your** insurance and before taking any payments to tell **you** about any changes to the premium or policy terms. If **we** do not hear from **you**, **your** policy will be automatically renewed on the anniversary of the date the

insurance cover commenced, provided **you** have paid the premium set out in **the insurance schedule** by the due date. If **you** do not pay the premium, **you** have 14 days in which to pay it as long as **you** continue to meet the policy conditions. If it is not paid during this period, **your** policy will not be renewed. If the premium is paid in the 14 day period, then cover will operate as if it had been paid on the due date.

8 Paying your premium

The premium for **your** cover is shown on **your insurance schedule**.

The premium should be paid within 14 days of the due date. If no premium is received, **your** policy will automatically be cancelled. If **you** pay within the 14 day period, cover will continue.

If **you** have chosen to pay monthly premiums, these will be due on the cover start date shown in the **insurance schedule** and on the same date of each following month. If **you** do not pay the first premium, this policy will not be valid. If **you** have paid one or more premiums but then fail to pay any premium after that on the date it is due, **we** will have the right to cancel the policy on that date.

9 When you can cancel

You can cancel the policy at any time by contacting in the first instance **your** insurance intermediary:

Bode Insurance Solutions Limited
Becket House
6 Littlehampton Road
Worthing BN13 1QE

Email: info@bodeinsurancesolutions.co.uk

Telephone no: 01903 890044

Bode Insurance Solutions Limited will pass **your** instructions to **us**.

You have the right to cancel **your** policy during a period of 14 days after the policy start date or the date **you** receive **your** policy documentation, whichever is the later. If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so, and if the insurance cover has already commenced, **you** will be entitled to a full refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the premium as stated.

10 When we can cancel

We may cancel the policy at any time by giving **you** at least 14 days written notice to **your** last known address in order to give **you** the time or opportunity to arrange replacement cover should **you** so wish.

We will set out the reason for cancellation in **our** letter. Valid reasons include but are not limited to:

- Non-payment of premium;
- Where **you** are required, in accordance with the terms of the policy, to co-operate with us or send us information or documentation and **you** fail to do so in a way which materially affects **our** ability to process an alteration or defend **our** interests. In this case **we** may issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 30-day cancellation period; or
- Where **we** reasonably suspect fraud.

On cancellation, **you** will be entitled to a refund of the premium paid subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover.

11 How to make a claim

To make a claim under the policy in the first instance please contact **your** insurance intermediary:

Bode Insurance Solutions Limited
Becket House
6 Littlehampton Road
Worthing BN13 1QE

Email: info@bodeinsurancesolutions.co.uk
Telephone no: 01903 890044

Bode Insurance Solutions Limited will pass **your** instructions to **us**.

We will ask for details and any relevant information **we** need in order to consider the claim. **We** will only pay the claim if any invoices and other evidence which **we** require are provided on request.

Once **we** agree to pay the claim **we** will pay any monies due promptly and **our** liability in respect of that insured claim will cease. No interest is payable by **us** on claim settlements.

If **we** have accepted **your** claim but disagree with the amount **we** should pay, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **you** can take any legal action against **us**.

11.1 Settling contents claims

Following loss or damage by any of the causes insured:

a) , **We** will at **our** option:

- either
- pay the cost of repairing,
 - pay the cost of replacing as new with an item of similar quality,
 - replace as new with an item of similar quality,
- or
- make a cash payment for
- any items of **contents** lost or damaged

b) If **you** do not intend to repair or replace, **we** may make a deduction for wear, tear or betterment on all items lost or damaged.

c) Notwithstanding the provisions of paragraph a), a deduction for wear, tear or betterment will be made for claims arising under Section B Temporary Removal in respect of clothing and personal effects.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **contents** sum insured shown in the **insurance schedule**.

For **valuables**:

a) we will not pay more than the **valuables** single article limit shown in the **insurance schedule**, unless it is insured as a separate item; and

b) the total value of all **valuables** must not be more than one third of the total sum insured by this section, unless it is shown in the **insurance schedule**.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

Pairs, sets and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair);
- a suite; or
- any other item of a uniform nature, design or colour, including carpets;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

11.2 Settling claims for personal belongings and bicycles

We can choose to settle **your** claim by replacing, reinstating, repairing or by payment. If **we** are able to replace property, payment will be limited to the cost of replacement by **our** preferred supplier.

A deduction for wear and tear will apply for clothing.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the amount shown against each item in the **insurance schedule**.

We will not reduce the sum (or sums) insured by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified in the **insurance schedule**.

Pairs, sets and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair);
- a suite; or
- any other item of a uniform nature, design or colour;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

12 Making changes

Please tell **your** insurance intermediary, Bode Insurance Solutions Limited, immediately if there are any changes which may affect this insurance. For example:

- the people to be insured;
- the sums insured are not adequate;
- **your home** is to be left unoccupied for more than 60 days in a row;
- criminal convictions or cautions relevant to the people insured; or
- other changes such as address.

Bode Insurance Solutions Limited will pass **your** instructions to **us**.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If **you** do not tell **us** about any change, it may affect any claim **you** make.

13 General Provisions

A. Review of Policy Conditions

We may change the terms and conditions of **your** policy, including the amount of **your** premium, by giving **you** at least 30 days written notice in advance to **your** last known address. If the changes are acceptable to **you**, then this policy will continue. **You** will be able to cancel the policy if **you** do not accept the terms.

If **we** give **you** such notice, **we** will explain why such change is required, for example:

- To respond to changes of the law;
- To meet regulatory requirements;

- To reflect new industry guidance and codes of practise that raise levels of consumer protection;
- To respond to changes in tax rates; or
- To reflect other legitimate cost or benefit increases or reductions associated with continuing to provide **you** with the services and benefits under **your** policy.

B. Currency

All benefits and premiums are payable in Pounds Sterling.

C. Incorrect information and financial crime

You must take reasonable care to provide accurate answers to the questions **we** ask when **you** take out, make changes to or make a claim on **your** policy.

If the information provided by **you** is not complete and accurate:

- **We** may cancel **your** policy and refuse to pay any claims;
- **We** may not pay the claim in full; or
- The extent of the cover may be affected.

In addition, if **you** or anyone insured under this policy commits or attempts to commit any fraud in relation to this policy or a claim, this policy will become invalid. In this case **you** or anyone insured under this policy will lose all rights to any benefits and to any return of premiums **you** have paid.

You agree to comply with all applicable UK legislation relating to the detection and prevention of financial crime, including without limitation the Bribery Act 2010 and the Proceeds of Crime Act 2002.

D. Applicable law, language and jurisdiction

This policy will be governed by English law, and **you** and **we** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **you** are resident in Scotland, Northern Ireland, the Isle of Man or the Channel Islands, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **you** and **us**.

Unless otherwise agreed, the terms and conditions and other information relating to this policy will be in English.

E. Financial Services Compensation Scheme

It should be noted that Trafalgar Insurance Company Limited is regulated in Guernsey and is therefore not covered by the Financial Services Compensation Scheme.

F. Complaints

If **you** are unhappy with any issue that **we** have not dealt with to **your** complete satisfaction, or **your** complaint involves settlement of a claim or a policy wording dispute, **you** should then direct **your** complaint to the Compliance Officer of:

Trafalgar Insurance Company Limited
Town Mills
Rue du Pre
St Peter Port
Guernsey
GY1 6HS

Please ensure that **you** quote **your** policy number (which can be found on **your insurance schedule**) in all correspondence, so that **your** complaint can be dealt with speedily.

A Director in at Trafalgar Insurance Company Limited is responsible for monitoring the quality of **our** services and compliance with the laws and regulatory practice codes applying to **us**.

They will acknowledge receipt of **your** complaint within five business days, detailing who is dealing with **your** complaint and, if possible, giving **you our** response at that time. If investigations take longer **you** will be provided with a full written response within four weeks, or the current position of **your** complaint will be explained and **you** will be provided with an indication as to when **we** expect to provide **our** final response which will, at the latest, be within eight weeks of receipt of **your** complaint.

Trafalgar Insurance Company Limited is not covered by the Financial Ombudsman Service (FOS). However if **you** are not satisfied with **our** final response **you** may be entitled to register **your** complaint with the Channel Islands Financial Ombudsman (CIFO). **You** can contact CIFO at:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Email: enquiries@ci-fo.org

Website: www.ci-fo.org

G. Other insurance cover

You can only make a claim for an insured event under any one policy at any one time. This means that if **you** have two policies which provide cover for the insured event, **you** can only claim under one policy, or the claim amount can be split between the two policies. In these circumstances, **you** will be asked to provide **us** with full details of any other relevant

insurance policy at the time of the claim. **We** will only pay **our** share of the claim, even if the other insurer refuses the claim.

14 Who regulates us

Trafalgar Insurance Company Limited is licensed by the Guernsey Financial Services Commission.

Trafalgar Insurance Company Limited is an insurance company providing tenants insurance cover. **Our** registered office is: Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

15 Data Protection and use of personal information

Guernsey is not within the European Economic Area (EEA), but has a robust and effective regulatory framework. Trafalgar Insurance Company Limited is required to comply with the EU General Data Protection Regulation (GDPR) when handling the personal data of European Citizens and secondly the Data Protection (Bailiwick of Guernsey) Law, 2017 which provides an equivalent framework for handling the personal data of non-EU citizens.

More information about **our** use of personal data is set out in the Trafalgar Insurance Privacy Notice (Privacy & **your** Personal Information) which can be found on **our** website trafalgarinsurance.gg/ alternatively **you** may also request a copy of the Privacy Notice by contacting:

Trafalgar Insurance Company Limited
Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

16 General Conditions

These conditions apply to all sections of the policy and must be complied with at all times.

1. **Your** duty to prevent loss or damage

a) **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents and to minimise the extent of any loss or damage.

b) All property insured by this policy must be maintained in good condition.

2. *Claims*

Your duties:

As soon as **you** are aware of an incident or cause which is likely to lead to a claim under this policy, **you** must:

- a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- b) contact **your** intermediary Bode Insurance Solutions Limited at the address or on the telephone number shown as soon as reasonably possible and provide all the information and help **we** need;

- c) do all **you** reasonably can to get back any lost or stolen property and tell Bode Insurance Solutions Limited without unnecessary delay if any property is then returned to **you**;
- d) send Bode Insurance Solutions Limited all correspondence, legal documents or any other document unanswered; and
- e) avoid discussing liability with anyone else without **our** permission.
- f) **you** must not dispose of damaged items before **we** have had the opportunity to inspect them.

Proof of value and ownership

To help **you** prove any loss, **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

Our rights:

- a) **We** may:
 - take over and defend or settle any claim in **your** name; or
 - prosecute (in **your** name for our own benefit) any claim for indemnity or damages or otherwise.
- c) **We** have the right to do as **we** see fit in legal action and in settling **your** claim limit. For any claim or series of claims involving legal liability covered by this policy, **we** may pay:
 - i. up to the limit shown in the policy (less any amounts already paid as compensation); or
 - ii. any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date.

Definitions

Wherever the following words appear in **your** policy, they have the meaning given here:

accidental damage means damage that occurs suddenly as a result of an unexpected and non-deliberate external action.

British Isles means the United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.

buildings means:

- a) the **home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the **home**; and
- b) fixtures, fittings and decorations.

These must all be at the address shown in the **insurance schedule**.

contents means household items and **personal belongings**:

- that **you** own;
- that **you** are legally responsible for; or
- that belong to domestic employees who live with **you**.

This includes **personal money** up to £200, visitors' **personal belongings** up to £1000 and up to £2000 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes listed under Section A..

The definition of **contents** does not include:

- property insured by any other insurance policy;
- property included within the terms of any tenancy agreement;
- securities (stocks and shares) and documents of any kind;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of **your home** including ceilings, wallpaper and the like;
- items used for business or professional purposes;
- any living creature.

excess means the amount **you** will have to pay towards each separate claim.

home means the house or flat and its outbuildings, used only for domestic purposes.

insurance schedule means the document which explains what cover **you** have requested, the period of insurance and details of **your** annual insurance premium and is part of **your** insurance policy

motorised vehicle means any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **your home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys; and
- pedestrian-controlled toys and models.

period of insurance is the period of time the insurance is provided for under this policy, as set out in the **insurance schedule**, and any other period the policy is renewed for.

personal belongings means clothing, jewellery, watches, mobile phones and gadgets like laptops and tablets, sports, musical and photographic equipment, luggage bags and other items designed to be worn or carried. All items must belong to **you** or be **your** legal responsibility.

personal money means cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel

tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

statement of insurance contains the information **you** gave **us** when **you** applied for this insurance and on which **your** insurance policy is based, and provides details of **your** chosen method of payment.

unfurnished means the property does not contain enough furniture for normal living purposes.

unoccupied means not lived in by **you** or by anyone who has **your** permission.

Valuables means stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery or fur, watches and/or other timepieces.

we, our, us means Trafalgar Insurance Company Limited.

you, your means the person (or people) named in the **insurance schedule**, their domestic partner and members of their family (or families) who are permanently living with them.