

Policy Terms & Conditions

# Buildings & Contents

insurance for landlords  
Underwritten by certain Underwriters at Lloyds

# Rentguard

## Introduction

Thank **you** for choosing **Rentguard** Insurance. This is **your** Let **Property** Insurance **policy** wording, setting out **your** Insurance protection in detail.

**Your** premium has been based upon the information shown in the insurance **certificate** and recorded in **your** statement of fact.

This insurance offers a comprehensive cover, as well as extended options, please refer to **your** insurance **certificate** and statement of fact for **your** cover level. If **you** have any questions, please contact **us** on *0208 587 1060* or free phone *0800 783 1626*.

This **property** insurance has been arranged by **Rentguard** through certain Underwriters at Lloyds, who are authorised and regulated by the Financial Services Authority.

This can be checked on the FSA's register by visiting the FSA's website at *www.fas.gov.uk/register* or by contacting them on *0845 606 1234*.

**We** adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS).

Full details are available at *www.fscs.org.uk*. **Your** personal details and information provided are also covered by the Data Protection Act.

# Let Property Insurance Policy

## Contents

• <b>Your Policy</b>	4
• Important Help lines	5
• Definitions	6
• Section 1 – <b>Buildings</b>	8
• Section 2 – <b>Contents</b>	14
• Section 2A – <b>Contents of Communal Parts</b>	17
• Section 3 – Property Owners Liability	21
• Section 4 – Employers' Liability	23
• General Exclusions	24
• Special Clauses & <b>Policy</b> Exclusions	26
• <b>Policy</b> Conditions	31
• Making Yourself Heard	33

## Your Policy

The **company**, in consideration of the payment of the premium, shall provide insurance against loss, destruction, **damage** or liability occurring at any time during the period of insurance (or any subsequent period for which the **company** accepts a renewal premium), in accordance with the sections of the **policy** shown as operative in the insurance **certificate**, subject to the exclusions, provisions and conditions of the policy.

The **policy** and the **certificate** shall be read together as one contract and the **proposal** made by the insured shall be the basis of the contract.

### Important

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**We** recommend **you** read this policy together with **your certificate** to ensure that it meets with **your** requirements. Should **you** have any queries please contact **us** or **your insurance** adviser immediately.

**Your** attention is drawn to the complaints procedure (Making Yourself Heard) on page 39.

Please refer to **your** insurance **certificate** and statement of fact, which form the basis of the insurance contract, for **your** level of cover. **You** are advised to go through the wording carefully and contact your insurance agent or **us**, if you have any questions.

### The Law applicable to this policy

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Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

## Important Helplines

Customer Services	0208 587 1060
Claims	0844 472 3207
Claims out of Hours	0844 472 3207
Accounts	0208 587 1065
Mid Term Adjustments	0208 587 1066

Please have **your policy** number or personal details ready.

Please note that due to the Data Protection Act, **we** cannot issue details of this **policy** to third parties, unless **we** have received specific written confirmation from the insured, confirming that **we** can liaise with the said party regarding the insurance.

In order to maintain quality service, telephone calls may be monitored or recorded.

## Definitions

Wherever the following words and phrases appear in the policy, they will always have these meanings:

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### Accidental Damage

A sudden, unexpected, unusual, specific, violent, external event which is not due to negligence, misuse, mechanical or electrical fault or reckless activity, and occurs at a single identifiable time and place and independent of all other causes.

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### Business

Owners of and/or the organisation and management of the **property**.

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### Certificate

The document which gives the details of the insurance cover **you** have and also shows that **you** are insured against the **property** listed.

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### Company/Our/Us/We

Certain Underwriters at Lloyds as insurers and **Rentguard** as administrators of **your policy**.

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### Contents

Furniture, carpets, curtains, blinds and domestic appliances belonging to **you** or for which **you** are legally responsible for, this also includes **contents** of communal parts of the property. **Contents** do not include **your** fixtures and fittings or property belonging to **residents**.

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### Contents of Communal Parts

Furniture and all other property belonging to **you** or for which **you** are legally responsible; in or on the stairs, halls and other communal parts of the **property**, as detailed in section 2A.

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### Damage

Material loss, destruction or damage.

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### Endorsements

Any variation or addition to the terms.

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### Employee

Any person under a contract of service or apprenticeship with **you** for domestic services while working for **you** in connection with the **business**.

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### Excess

The amount for which **you** are responsible and which will be deducted from any payment under this **policy** after the application of all other terms and conditions of the **policy**.

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### Flat

A self contained unit of **residential** accommodation forming part of a building.

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### Injury

Bodily injury, death, disease, illness or nervous shock.

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### Money

Cash, bank or currency notes, cheques, personal bank cash guarantee, credit cards, postal orders postage stamps, (which are not part of a collection), trading stamps, premium bonds, national savings stamps or certificates, luncheon vouchers, record books or similar tokens.

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### Policy

The insurance **policy** and **certificate** and any **endorsements** attached or issued.

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### Premises

The buildings shown in the **certificate** and the land within the boundary belonging to them.

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### Private Dwelling

An independent part of the **property** that is used as a home or residence and is maintained as a single household.

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## Property

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The building(s) shown in the **certificate** including domestic outbuildings, greenhouses, landlords fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; all on the same premises and in addition, any private garages owned and used in connection with the **property**.

Unless shown differently in the **certificate**, the **property** is covered as **standard construction**.

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## Proposal

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The proposal form/statement of fact **you** have completed and any other information given to **us** by **you** or on **your** behalf. This is the basis of the contract between **you** and **us**.

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## Rentguard

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**Rentguard** is a trading style of RGA Underwriting Limited, an independent insurance intermediary arranging this insurance.

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## Resident

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The owner(s), lessee(s), **resident**(s) or permitted occupier.

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## Standard Construction

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Built of brick, stone or concrete and roofed with slate, tile, or concrete.

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## Non-standard Construction

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Constructed of materials other than those detailed in the definition **standard construction**.

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## Sum Insured

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The amount of cover which represents:

- In respect of section 1 – the full cost of rebuilding the **property** in the same form/style and condition, as new, plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements. It should be noted that the rebuilding cost may be different from the market value;
- In respect of section 2 – the full cost of replacement as new of the **contents**, including **contents of communal parts**.

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## Territorial Limits

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Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

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## Act of Terrorism

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An act or threatened act of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and:

- Involves a violent or an unlawful use of force of an unlawful act dangerous to human life, property or infrastructure, or a threat thereof;
- Is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking;
- Is committed for political, religious, ideological or other similar purposes.

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## Empty or Unoccupied

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The whole or part of any **property** or any **flat** not lived in by a person or persons authorised by **you**.

Please refer to 'Empty or Unoccupied Property' conditions' subsections under section 1 – Buildings, section 2 – Contents and section 2A – Contents of Communal Parts.

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## You/Your

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The person(s) specified in the **certificate** and statement of fact, as the insured.

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# Section 1 – Buildings

## 1 What is insured?

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The **property** is insured against **damage** by the following perils; if more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**.

If the **property** comprises of multiple private dwellings the **excess** applies to each and every **private dwelling**.

## 2 Perils Insured

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- a) Fire, smoke, explosion, lightning or earthquake but not:
- For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 6 'Empty or Unoccupied Property' are met.
- b) Theft or attempted theft; consequent upon violent and forcible entry, or the forcible removal of external fixtures and fittings but not:
- For loss or **damage** by **you**, any member of **your** family, any **employee**, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the premises or with the deception of any of these persons;
  - For any amount in excess of £1,000 in respect of any loss or damage to external fixtures and fittings;
  - For **loss** or **damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 6 'Empty or Unoccupied Property' are met.
- c) Riot, civil commotion, labour and political disturbances and strikes but not:
- For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 6 'Empty or Unoccupied Property' are met.
- d) Malicious **damage** and vandalism consequent upon violent and forcible entry, or malicious damage to external parts of the **property** but not:
- For loss or **damage** by **you**, any member of **your** family, any **employee**, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the **premises** or with the deception of any of these persons;
  - For any loss or **damage** caused as a result of the **property** being used for illegal activities;
  - For any amount in excess of £1,000 in respect of any loss or damage to external parts of the **property**;
  - For loss or **damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 6 'Empty or Unoccupied Property' are met.
- e) Impact by:
- Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animals but not:
    - i) **Damage** by domestic pets;
      - Falling trees, telegraph poles or lamp-posts but not:
    - i) For loss or **damage** caused by trees being cut down or cut back within the **premises**;
  - Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood but not:
- **Damage** by frost;



- For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 6 'Empty or Unoccupied Property' are met.
- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
- The first £1000 of each and every claim unless shown differently in the **certificate**;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main **property** is damaged at the same time by the same cause;
  - **Damage** caused by structures bedding down or settlement of newly made up ground;
  - **Damage** caused by:
    - i) Coastal or river erosion;
    - ii) Defective design or workmanship or the use of defective materials;
  - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are damaged at the same time by the same cause;
  - For loss or **damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
  - **Damage** at the **property** resulting from:
    - i) Demolition, construction, structural alteration or repair of any property;
    - or
    - ii) Ground works or excavation.
- h) The escape of water from/or the freezing of any fixed domestic water or heating installation but not:
- The first £250 of each and every claim unless shown differently in the **certificate**;
  - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** to apparatus from which water has escaped other than frost **damage**.
- i) Loss or **damage** caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not:
- Rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril; g) Subsidence;

- For loss or **damage** to domestic fixed fuel-oil tanks in the open;
- For loss or **damage** whilst the **property** is not suitable for normal habitation;
- For loss or **damage** to apparatus from which oil has escaped.

### 3 Extensions

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The **policy** will pay for:

a) Additional Expenses.

The necessary expenses **you** incur for rebuilding or repairing the **property** as a result of **damage** insured by this **policy** namely:

- Architects surveyors and legal fees;
- The costs of clearing debris from the site or demolishing or shoring up the **property**;
- Other costs to comply with Government or Local Authority requirements but not:
  - i) Any expenses incurred in the preparation of a claim or an estimate of loss;
  - ii) Any expenses incurred when notice of Government or Local Authority requirements have been served prior to the time of loss.

b) Pipes Cables and Drains.

The cost of repairing **accidental damage** to cables and accidental breakage of underground pipes and drains (and their inspection covers) serving the **property** but not:

- **Damage** which **you** are not legally responsible to repair;
- **Damage** caused by rust, corrosion or other wear and tear;
- **Damage** caused whilst clearing or attempting to clear a blockage;
- **Damage** due to a fault or limit of design, manufacture, construction or installation;
- **Damage** by gradual deterioration which has caused an installation to reach the end of its serviceable life.

This **policy** does not cover pipes made from pitch-fibre material.

c) Trace and Access.

The reasonable costs necessarily incurred by **you** in locating the source and subsequent making good of **damage** covered under section 1 subsections 2 h) and 3 b) but not:

- Any amount in excess of £25,000 in any one period of insurance;
- Any amount in excess of £2,500 in respect of any one claim.

d) Breakage of Glass, Ceramic Hobs and Sanitary Fixtures.

**Accidental** breakage in the **property** of solar glass heating panels, fixed glass and sanitary fixtures but not:

- The replacement cost of any part of the item other than the broken glass;
- **Damage** which is not accidental and unforeseen;
- For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- For loss or **damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 6 'Empty or Unoccupied Property' are met.

e) Loss of Rent or Alternative Accommodation Expenses.

- Rent (including ground rent and management charges) **you** should pay or should have received but have lost due to a peril insured damaging the **property** and making it uninhabitable;

or

- The costs of reasonable alternative accommodation and temporary storage of furniture and the cost of reasonable accommodation in kennels or catteries for dogs and cats while **your**

**property** is unfit to live in or access to the **property** is denied as a result of **damage** insured by this **policy** but not any amount in excess of 30% of the **sum insured**.

Provided that each individual payment due for a **property** may be adjusted according to the percentage contribution made by each **property** towards the total management charges and/or ground rent of a block of **flats** or housing development.

f) **Damage** to Landscaped Gardens.

**Damage** done to landscaped gardens by the Emergency Services in attending the **property** due to **damage** insured by this **policy** but not:

- Any amount in excess of £5,000 in any one period of insurance.

g) Theft of Keys/Lock Replacement.

The reasonable costs necessarily incurred in replacing external door locks at the **property** including external door locks for individual **flats** following loss of keys by:

- Theft from the block of **flats**, individual **property** or registered office or from the home;
- Theft following hold-up whilst such keys are in the personal custody of **you** or any **employee** authorised to hold such keys but not any amount in excess of £500 in respect of any one **property**, in any one period of insurance.

h) Loss of Metered Water.

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of **damage** arising under section 1 subsection 2 'Escape of Water' but not:

- Any amount in excess of £5,000 in respect of any one claim;
- For the loss of any oil or gas.

i) Emergency Access.

**Damage** to the **property** caused by forced access to deal with a medical emergency or to prevent **damage** to the **property**, including the actions of police but not:

- Where this is a result of unlawful activities at the **property**.

**We** will not pay more than £1,000 for any one incident in any one period of insurance.

## 4 Claims Settlement

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a) If the **property** is damaged by any peril insured then **we** will either:

- Pay for the reasonable cost of rebuilding or repairing the damaged parts;

or

- Make a cash settlement; but **we** will not pay more than it would have cost us to repair the **damage** if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

The sum insured by each item or section of this **policy** is declared to be separately subject to average i.e. if such sum shall, at the commencement of any **damage**, be less than the reinstatement cost of the **property** covered by such sum insured, the amount payable by the **company** in respect of such **damage** shall, be proportionately reduced.

Where an **excess** applies, this will be taken off the amount of **your** claim.

**We** will not pay for loss of value resulting from repairs or replacement of **damage** to the **property**.

- b) In the event of **damage** to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature, colour or design; where **damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.
- c) The maximum amount payable in any period of insurance in respect of **damage** to the **property** by the perils insured plus additional expenses shall not exceed the **sum insured** shown in the **certificate** as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the perils insured.

## 5 Maintenance

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It is a warranty of this **policy** that the property must be inspected every 6 months, internally and externally, by **you** or **your** representative. **You** shall take all responsible steps to prevent loss, **damage** or **accident** and maintain the **property** in a good state of repair. Please note that this **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.

## 6 Empty /Unoccupied Property

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- a) **We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes **empty or unoccupied**. Failure to comply with any part of this section may invalidate a claim.
- b) **We** will not pay for any claim under section 1, subsection 2 'Perils Insured' a), b), c), d), f), h), or i) or subsection 3 'Extensions' d) in respect of any **property** which is **empty or unoccupied** unless:
- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
  - The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
  - If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
  - Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
  - All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
  - The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

## 7 General Clauses and Conditions

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- a) There is no cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation.
- b) Extensions and Alterations.  
If, during the period of insurance, the value of the **property** is increased because **you** have built an extension or have carried out other alterations, **we** will automatically cover the value of these extensions and alterations, provided they do not exceed 10% of the **sum insured** by this section. **We** will not charge the extra premium during the period of insurance, but **you** must advise **your** broker or agent of the value of the extensions or alterations, prior to the renewal date of the **policy**.  
It is **your** responsibility to ensure **your property** is adequately insured for the full cost of reinstatement at all times.
- c) Reinstatement of **Sum Insured**.  
In the event of loss, **we** will reinstate the **sum insured** from the date of any loss, unless **we** give written notice to the contrary.  
**You** may be required to pay some extra premium.
- d) Sale of **Property** Insured.  
If **you** have made a contract, **we** will give the buyer the benefit of this **policy** up to the date of completion, provided the **property** is not otherwise insured.
- e) Mortgage or Other Interests.

The interest of the owners(s), mortgagee(s), lessor(s) or other interested parties in each individual **property** insured by this **policy** is noted. **You** will be required to tell **us** of these in the event of a claim.

In addition, **we** will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **property** where the risk of **damage** is increased without the authority or knowledge of the mortgagee(s) or lessor(s), provided the

mortgagee(s) or lessor(s) shall tell **us** in writing immediately after they become aware thereof, and pay any reasonable extra premium **we** may require.

f) Inflation Protection.

The **sum insured** on the **property** will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers. **We** will not charge extra premium on monthly charges but when **we** invite **you** to renew, **we** will do so for the final **sum insured**, which will be based on the latest index figures available when the renewal invitation is prepared.

In the event of a claim, **we** will continue to adjust the **sum insured** during the period required to rebuild, up to a maximum of three years, provided that:

- The **sum insured** at the date of loss is sufficient to rebuild the **property**;
- The rebuilding or repair is carried out without delay.

g) Underinsurance.

The **sum insured** by each item or section of this **policy** is declared to be separately subject to average i.e. if such sum shall, at the commencement of any **damage**, be less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by the **company** in respect of such **damage** shall be proportionately reduced.

h) Notice of Change of Occupancy.

It is a condition precedent to the liability of Insurers that **you** or **your** authorised representative shall notify insurers if the **property**, as specified in the **certificate**, become let under different circumstances, or become regularly left unattended. Upon receipt of this notice, Insurers reserve the right to amend the terms and conditions of this insurance.

i) Changes in **your** Circumstances.

**You** must tell **us** as soon as possible of any change which may affect this insurance and particularly:

- If **you** have been declared bankrupt or been subject to bankruptcy proceedings;
- If **you** have received a police caution for or have been convicted of or been charged with, but not tried, for any offence other than driving offences;
- If the **property** will be **empty or unoccupied**;
- If **you** no longer intend to let the **property**;
- If **you** intend to carry out any form of renovation or building works on the **property**;
- If the **property** is no longer used for private residential purposes.

**You** will then be informed of any changes in the terms of this insurance.

If **you** are in any doubt, please contact **your** insurance intermediary.

Failure to mention any change in circumstances may invalidate any future claims.

j) Protection.

All protections provided for the safety of the **property** specified in the **certificate** must be maintained in good order and be in use at all times, as well as when the **property** is left unattended or when the occupants have retired for the night.

k) Internal Inspections.

The **property** must be inspected every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair and records of these inspections should be kept, which must be made available to **us** on request.

Notwithstanding the inspections as specified in subsection 6 'Empty or Unoccupied Property' of this section.

## Section 2 – Contents

### 1 What is insured?

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Household goods including carpets, curtains and blinds and all other personal property, as detailed in the landlord's **property** inventory, forming part of the tenancy agreement. This includes radio and television aerials and satellite dishes and their fittings and masts that are fixed to the **property**.

Also covered are the **contents** within domestic outbuildings and garages situated within the **premises** specified in the **certificate**; all of which are owned by **you** or are **you** are legally responsibility for.

### 2 Specific sub-limits

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For each **content** or whilst temporarily removed (and elsewhere as defined herein), Insurers' liability shall not exceed during the period of this insurance:

- a) £250 in respect of property in the open, but within the **premises**. This limit shall NOT apply to radio and television aerials, satellite dishes and their fittings and masts that are fixed to the **property(s)**;  
or
- b) £1000 in respect of domestic oil in fixed fuel oil tanks.

### 3 Perils insured

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This insurance covers **contents** for loss or **damage** directly caused by:

- a) Fire, smoke, explosion, lightning or earthquake but not:
  - For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 5 'Empty or Unoccupied Property' are met.
- b) Theft or attempted theft consequent upon violent and forcible entry but not:
  - For loss or **damage** by **you**, any member of **your** family, any **employee**, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the **premises** or with the deception of any of these persons;
  - Any amount in excess of £500 or 3% of the **sum insured** under section 2; whichever is the greater in respect of **contents** within detached domestic outbuildings and garages.
- c) Riot, civil commotion, labour and political disturbances and strikes but not:
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 5 'Empty or Unoccupied Property' are met.
- d) Malicious **damage** and vandalism consequent upon violent and forcible entry but not:
  - For loss or **damage** by **you**, any member of your family, any **employee**, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the **premises** or with the deception of any of these persons;
  - For any loss or **damage** caused as a result of the **property** being used for illegal activities.
- e) Impact by:
  - Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animal but not:
    - i) **Damage** by domestic pets;
  - Falling trees, telegraph poles or lamp-posts but not:
    - i) For loss or **damage** caused by trees being cut down or cut back within the **premises**.  
Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood but not:
  - Property in the open;
  - **Damage** by frost;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril

- g) Subsidence;
  - For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under section 5 'Empty or Unoccupied Property' are met.
- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
  - The first £1000 of each and every claim; unless shown differently in the **certificate**;
  - **Damage** to outdoor swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; unless the main building of the **property** is damaged at the same time by the same cause;
  - **Damage** caused by structures bedding down or settlement of newly made-up ground;
  - **Damage** caused by:
    - i) Coastal or river erosion;
    - ii) Defective design or workmanship or the use of defective materials;
  - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are damaged at the same time by the same cause;
  - For loss or **damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
  - **Damage** at the **property** resulting from:
    - i) Demolition, construction, structural alteration or repair of any **property**;  
or
    - ii) Ground works or excavation.
- h) The escape of water from/or the freezing of any fixed domestic water or heating installation but not:
  - The first £250 of each and every claim; unless shown differently in the **certificate**;
  - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** to apparatus from which water has escaped other than frost damage.
- i) Loss or **damage** caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not:
  - Rust, corrosion or other wear, tear and deterioration;
  - For loss or damage caused by gradual admission;
  - For loss or damage caused by faulty workmanship;
  - For loss or damage caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or damage to domestic fixed fuel-oil tanks in the open;
  - For loss or damage whilst the **property** is not suitable for normal habitation;
  - For loss or damage to apparatus from which oil has escaped.

#### 4 Extension (Excluding Communal Parts – Section 2A)

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This **policy** will pay for:

- a) Loss of Rent or Alternative Accommodation Expenses:
 

Rent (up to 12 months) for which **you** are liable for or alternative accommodation (for up to 12 months) for the permitted occupier(s), if the **property** insured is rendered uninhabitable as the result of loss or **damage** as insured by section 2, but not:

  - Any amount in excess of 30% of the **sum insured** on the **contents** of the buildings damaged or destroyed.

## 5 Empty /Unoccupied Property

---

- a) **We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes **empty or unoccupied**. Failure to comply with any part of this section could invalidate a claim.
- b) **We** will not pay for any claim under section 2, sub-section 3 Perils Insured a), b), c), d), f), h) or i) in respect of any **property** which is **empty or unoccupied** unless:
- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
  - The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
  - If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;
  - Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
  - All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
  - The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

## 6 General Clauses and Conditions

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- a) There is no cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation.
- b) Notice of Change of Occupancy.  
It is a condition precedent to the liability of Insurers that **you** or **your** authorised representative shall notify insurers if the **property**, as specified in the **certificate**, become let under different circumstances, or become regularly left unattended. Upon receipt of this notice, Insurers reserve the right to amend the terms and conditions of this insurance.
- c) Changes in **your** Circumstances.  
**You** must tell **us** as soon as possible of any change which may affect this insurance and particularly:
- If **you** have been declared bankrupt or been subject to bankruptcy proceedings;
  - If **you** have received a police caution for or have been convicted of or been charged with, but not tried, for any offence other than driving offences;
  - If the **property** will be **empty or unoccupied**;
  - If **you** no longer intend to let the **property**;
  - If **you** intend to carry out any form of renovation or building works on the **property**;
  - If the **property** is no longer used for private residential purposes. **You** will then be informed of any changes in the terms of this insurance.
- If **you** are in any doubt, please contact **your** insurance intermediary.  
Failure to mention any change in circumstances may invalidate any future claims.
- d) Protection.  
All protections provided for the safety of the **property** specified in the **certificate** must be maintained in good order and be in use at all times, as well as when the **property** is left unattended or when the occupants have retired for the night.
- e) Internal Inspections.  
The **property** must be inspected every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair and records of these inspections should be kept, which must be made available to **us** on request.  
Notwithstanding the inspections as specified in subsection 5 'Empty or Unoccupied Property' of this section.



# Section 2A - Contents of Communal Parts

## 1 What is insured?

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The **contents of communal parts** are insured against **damage** by the perils insured.

## 2 Perils Insured

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- a) Fire, smoke, explosion, lightning and earthquake but not:
  - For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 'Empty or Unoccupied Property' are met.
- b) Theft or attempted theft consequent upon violent and forcible entry but not:
  - For loss or **damage** by **you**, any member of **your** family, any **employee**, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the **premises** or with the deception of any of these persons.
- c) Riot, civil commotion, labour and political disturbances and strikes but not:
  - For loss or **damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or **damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 'Empty or Unoccupied Property' are met.
- d) Malicious **damage** and vandalism consequent upon violent and forcible entry but not:
  - For loss or **damage** by **you**, any member of **your** family, any **employee**, or any loss or **damage** caused intentionally by the **resident** residing in the building or other people lawfully on the **premises** or with the deception of any of these persons;
  - For any loss or **damage** caused as a result of the **property** being used for illegal activities.
- e) Impact by:
  - Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animal but not:
    - i) **Damage** by domestic pets;
  - Falling trees, telegraph poles or lamp-posts but not:
    - i) For loss or **damage** caused by falling trees being cut down or cut back within the **premises**;
  - Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood but not:
  - Property in the open;
  - **Damage** by frost;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or **damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 'Empty or Unoccupied Property' are met.
- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
  - The first £1000 of each and every claim; unless shown differently in the **certificate**;
  - For loss or **damage** to outdoor swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; unless the main building of the **property** is damaged at the same time by the same cause;
  - **Damage** caused by structures bedding down or settlement of newly made-up ground;
  - **Damage** caused by:
    - i) Coastal or river erosion;
    - ii) Defective design or workmanship or the use of defective materials;
  - **Damage** to solid floor slabs or **damage** resulting from their movement unless the foundations

beneath the outside walls of the main building of the **property** are damaged at the same time by the same cause;

- For loss or **damage** for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
  - **Damage** at the **property** resulting from:
    - i) Demolition, construction, structural alteration or repair of any property;  
or
    - ii) Ground works or excavation.
- h) The escape of water from/or the freezing of any fixed domestic water or heating installation but not:
- The first £250 of each and every claim; unless shown differently in the **certificate**;
  - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** to apparatus from which water has escaped other than frost damage.
- i) Loss or **damage** caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge **damage** by vaporisation due to a defective oil-fired heating installation, but not:
- Rust, corrosion or other wear, tear and deterioration;
  - For loss or **damage** caused by gradual emission;
  - For loss or **damage** caused by faulty workmanship;
  - For loss or **damage** caused by subsidence, heave or landslip other than as covered under peril g) Subsidence;
  - For loss or **damage** to domestic fixed fuel-oil tanks in the open;
  - For loss or **damage** whilst the **property** is not suitable for normal habitation;
  - For loss or **damage** to apparatus from which oil has escaped.

### 3 Extensions

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This **policy** will pay for:

Landlords Gardening Equipment.

**Damage** by the perils insured to landlord's gardening equipment whilst in any locked outbuilding at the **property** but not:

- Theft or attempted theft when entry is not gained or exit made by forcible and violent means;
- Any amount in excess of £1,000.

### 4 Empty or Unoccupied Property

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- a) **We** must be notified as soon as possible, but in any event within 45 days, whenever a **property** becomes **empty or unoccupied**. Failure to comply with any part of this section could invalidate a claim.
- b) **We** will not pay for any claim under section 2A, subsection 2 Perils Insured a), b), c), d), f), h) or i) in respect of any **property** which is **empty or unoccupied** unless:
- The **premises** are inspected at least once during each 7 days by **you** or **your** appointed representative;
  - The water, gas and electricity supplies are turned off at the mains and the water system drained; except where required to be maintained for central heating;
  - If an operational central heating system is in place, it must be set for a minimum continual temperature of 13°C;

- Door, door locks and windows identified as being suitable for external use must be fitted and used at all times;
- All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
- The **resident** is away from the **property** due to annual leave. Period of annual leave should not exceed 30 consecutive days.

## 5 Inflation Protection Sections 2 and 2A

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The amount of the **sum insured** in excess of £20,000 will be adjusted monthly in step with the rate of inflation.

**We** will not charge you extra premium on monthly changes but when **we** invite **you** to renew, **we** will do so for a **sum insured** based on the latest inflation figure available when the renewal invitation is prepared.

## 6 Claims Settlement Sections 2 and 2A

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If the **contents** are damaged by any peril insured, then **we** will pay the full cost of replacing the articles stolen or destroyed as new, provided that the **contents sum insured**, when the **contents** are damaged, is sufficient to replace them as new. **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:

- Household linen;  
and
- Property that does not belong to **you**, unless **you** are legally responsible for the cost of replacement, as new, under the terms of an agreement.

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 **certificate** of insurance.

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

In the event of **damage** to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design; where **damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

**The sum insured by each item or section of this policy is declared to be separately subject to average i.e. if such sum shall, at the commencement of any damage, be less than the reinstatement cost of the property covered by such sum insured, the amount payable by the company in respect of such damage, shall be proportionately reduced.**

## 7 Reinstatement Sections 2 and 2A

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The **sum insured** under this section shall NOT be reduced following the payment of a claim, provided that **you** agree to carry out insurers' recommendations to prevent further loss or **damage**.

## 8 Limit of insurance Sections 2 and 2A

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The liability of insurers, for any loss or **damage**, shall not exceed the **sum(s) insured** for the **contents** of each **property** separately stated in the **certificate**.

## 9 Special Clauses and Conditions

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- Notice of Change of Occupancy.

It is a condition precedent to the liability of Insurers that **you** or **your** authorised representative shall notify insurers if the **property**, as specified in the **certificate**, become let under different circumstances, or become regularly left unattended. Upon receipt of this notice, Insurers reserve the right to amend the terms and conditions of this insurance.

- Changes in **your** Circumstances.

**You** must tell **us** as soon as possible of any change which may affect this insurance and particularly:

- If **you** have been declared bankrupt or been subject to bankruptcy proceedings;

- If **you** have received a police caution for or have been convicted of or been charged with, but not tried, for any offence other than driving offences;
- If the property will be **empty or unoccupied**;
- If **you** no longer intend to let the **property**;
- If **you** intend to carry out any form of renovation or building works on the **property**;
- If the **property** is no longer used for private residential purposes.

You will then be informed of any changes in the terms of this insurance.

If **you** are in any doubt, please contact **your** insurance intermediary.

Failure to mention any change in circumstances may invalidate any future claims.

c) Protection.

All protections provided for the safety of the **property** specified in the **certificate** must be maintained in good order and be in use at all times, as well as when the **property** is left unattended or when the occupants have retired for the night.

d) Internal Inspections.

The **property** must be inspected every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair and records of these inspections should be kept, which must be made available to **us** on request.

Notwithstanding the inspections as specified in subsection 4 'Empty or Unoccupied Property' of this section.

## Section 3 – Property Owners Liability

Where section one: Buildings is shown as covered in the **certificate**, the insurance will include **your** liability as owner of the **property** and **your** liability as owner of a previous property.

Where section two: Contents is shown as covered in the **certificate**, the insurance will include **your** liability as occupier of the **property**.

For the purpose of this section, bodily injury will include death and disease.

### What is covered

#### Liability as the owner or occupier

**We** will insure **your** liability as owner or occupier to pay for accidents happening in and around the **property** during the period of insurance. **We** will provide this cover if the accident results in:

- Bodily injury to any person other than **you** or **your employee(s)**;
- Loss or damage to property which **you** or **your employees(s)** do not own or have legal responsibility for.

**We** will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

### What is not covered

**You** are not covered for liability arising:

- Other than as owner or occupier of the **property**;
- From any agreement or contract unless **you** would have been legally liable anyway;
- From criminal acts;
- As a result of an assault, alleged assault or a deliberate or malicious act;
- From owning or occupying any land or buildings, other than the **property**;
- Where you are entitled to cover from another source;
- From any profession, trade or business;
- From paragliding or parascending;
- From any infectious disease or condition;
- From **you**, **your employees(s)** or **your resident(s)** owning or using any:
  - i) Power-operated lift;
  - ii) Electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
- Aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
- From you, **your employee(s)** or **your resident(s)** owning or using any:
  - i) Caravans or trailers;
  - ii) Animals other than **your** pets;
  - iii) Animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking);
  - iv) Dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

**You** are not covered for liability arising from the following.

- Liquidated damages  
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.
- Punitive or exemplary damages  
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

- Aggravated damages

Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

- Multiplying compensatory damages

In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

### **Liability as the owner of previous properties**

#### **What is covered**

**We** will insure **your** liability under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous property which **you** owned, for accidents happening in and around that property which result in:

- Bodily injury to any person other than **you** or **your employee(s)**;
- Loss or damage to property which **you** or **your employee(s)** do not own or have legal responsibility for.

**We** will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

#### **What is not covered**

**You** are not covered for liability arising:

- From an incident which happens over seven years after this insurance ends or the property was sold;
- From any cause for which **you** or **your employee(s)** are entitled to cover under another source;
- From the cost of correcting any fault or alleged fault;
- Where a more recent insurance covers the liability.

### **Special Conditions to Section 3**

The company may at any time pay to the insured the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, action or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

## Section 4 – Employers’ Liability

### 1 What is insured?

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**You** are insured against all sums which **you** become legally liable to pay as compensatory damages and claimants’ costs and expenses in respect of bodily **injury**, illness or disease sustained by any **employee** arising out of the course of employment by **you** within the **territorial limits** in connection with the maintenance, care or upkeep of the **property** during the period of insurance.

The most **we** will pay under this section is £10,000,000 including costs and expenses in respect of:

- a) Any one claim;
- b) The series of claims;  
made against **you** arising from any one event including all costs and expenses.

**We** will not pay in respect of:

- a) Liability for death, bodily **injury**, illness or disease caused when any employee is being carried in, or if entering into or alighting from any vehicle in circumstances where insurance or security is required under road traffic legislation;
- b) Liability assumed under any agreement unless **you** would have been liable had the agreement not been made;
- c) Liability directly or indirectly arising from ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- d) Liability directly or indirectly arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- e) Liability arising when the employee is:
  - Tree felling or lopping;
  - Window cleaning, painting or similar operations carried out from cradles and/or hoists;
  - The provision of, erection of, dismantling of or work from scaffolding;
  - Demolition, erection or structural alteration of, or addition to new or existing buildings;
  - Working at height greater than 3 metres or depth greater than 1 metre;
  - In the pursuit or exercise of any trade calling or profession other than in the course of employment by **you** in connection with the **business**.

## Section 5 – General Exclusions

The following exclusions apply to sections 1, 2, 2A, 3 & 4 and apply to each and every **property** or **private dwelling** insured under this **policy**.

a) **Illegal Activities Exclusion.**

This insurance **policy** does not cover for any loss, **damage** or liability caused as a result of the **property** being used for illegal activities and **we** will not pay for any claim arising from such loss.

b) **Damage** directly or indirectly caused by:

- Maintenance and normal redecoration;
- Causes specifically excluded elsewhere in section 1;
- Wear and tear, settlement, shrinkage, depreciation, corrosion, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- Leaks from joints, sealant failure, cracking, fracturing or collapse;
- Faulty materials, design or workmanship;
- Chewing, scratching, tearing or fouling by domestic pets;
- Building renovations, alterations, extensions or repairs;
- **Damage** by mechanical, electronic fault or breakdown.

c) **Damage** caused by:

- Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;
- Any part of the buildings.

d) Where the loss or **damage** has occurred due to **your** negligence.

e) Loss or **damage**, or any legal liability or death or injury to any person caused by, or directly or indirectly arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- Biological or chemical contamination due to any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way relating to an **act of terrorism**. If the **company** alleges that by reason of this sub-paragraph any loss, destruction, damage, cost, expense, consequential loss or **injury** is not covered by this policy the burden of proving the contrary shall be upon the insured;
- Pressure waves caused by aircraft or other aerospace devices travelling at sonic or supersonic speeds;
- Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority;
- Erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any computer system, or any hardware, program, software, data, information repository, disk, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not, caused by the malicious introduction or incursion of any unauthorized, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus;
- Pre-existing **damage**, liability or **injury** occurring before the cover under your **policy started**, will not be insured.

f) Claims arising from activities of contractors are not included or supported by this **policy** wording.

g) Loss, destruction or damage to property caused by **pollution or contamination** except (unless otherwise excluded) loss, destruction or damage to the **property** insured caused by:

- **Pollution or contamination** which itself results from a contingency hereby insured against



(other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance.

- Any contingency hereby insured against (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from **pollution or contamination**.

**Definition and interpretation** - for the purposes of General Exclusion g) only **pollution or contamination** means Pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including but not limited to foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health.

- h) Loss resulting from legal liability directly or indirectly caused by or arising from **pollution or contamination** unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that:
- All **pollution or contamination** arising out of such event will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such **pollution or contamination** occurs;
  - All liability of the **company** for all damages payable arising out of all **pollution or contamination** which is deemed to have occurred during any one period of insurance will not exceed the amount stated against Public Liability in the **certificate**.

**Definition and interpretation** - for the purposes of General Exclusion h) only **pollution or contamination** includes:

- All pollution or contamination of buildings or other structures or of water or land or the atmosphere;
  - All loss or damage or **injury** directly or indirectly caused by such pollution or contamination.
- i) There is no cover for diminution of market value beyond the cost of repair or replacement of any damaged **property**.
- j) Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.
- k) The cost of cleaning up, or removal of, or damage to property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.
- l) Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement.

# Special Clauses & Policy Exclusions

The following clauses and exclusions are operative where indicated in the **certificate**.

## 1 Alarm/Security Clause (1)

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It is a condition precedent to the liability of insurers in respect of the peril of theft under this insurance, that:

- a) The burglar alarm system shall have been put into full and effective operation:
  - Whenever the **premises** specified in the **certificate** is left unattended;
  - At night.
- b) The burglar alarm system shall have been maintained in good order throughout the currency of this insurance under a maintenance contract with a company which is a member of NSI National Security Inspectorate or SSAIB Security Systems & Alarms Inspection Board (formerly NACOSS National Approved Council of Security Systems).

## 2 Non Standard Construction Clause (2)

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In consideration of the additional premium paid hereon, it is agreed that the term 'standard construction' as explained in 'Definitions', does not apply to the main building of the private dwelling situated within the premises specified in the certificate.

## 3 Subsidence, Landslip or Heave Exclusion Clause (3)

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This insurance excludes claims under section 1, 2 and 2A resulting from subsidence, landslip or heave.

## 4 Flood Exclusion Clause (4)

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It is hereby agreed that sections 1, 2 and 2A of this insurance do not cover:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
  - b) Inundation from the sea;
- or
- c) Flood resulting from storm, tempest or any other peril.

## 5 Tree Pruning Clause (5)

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In accordance with **Policy** Condition 2 (Precautions); a Tree Surgeon or similar professional must, triennially, at the Insured's expense:

- a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the **property** insured;
- b) Prune or pollard any/all trees as appropriate;

Subject otherwise to the terms, exclusions and conditions of the **policy**.

## 6 Thatch Clause (6)

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It is a condition precedent to the liability of insurers that:

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and will be professionally cleaned once a year prior to winter use;
- b) Thatch burn Warranty - That old thatch be burnt more than 100 metres from the **premises**;
- c) Naked Flame Warranty - No naked flame or tools producing naked flames be present in the attic or loft space at any time.

## 7 Mortgage Interest Clause (7)

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It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act of neglect of the mortgagor or occupier of any building hereby insured, whereby the danger of loss or **damage** is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

## 8 Terrorism (8)

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There is no cover for any loss, **damage**, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purposes of this

exclusion 'terrorism' means the use or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any governments(s) or put any section of the public in fear.

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## 9 FLEA Clause (9)

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It is hereby noted and agreed that the **premises** insured hereunder are covered against loss or **damage** directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

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## 10 Minimum Security Clause (10)

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This insurance excludes claims for theft under sections 1, 2 and 2A unless the following are fitted and are used for the protection of the **property** specified in the **certificate** when the **property** is left unattended and when occupants retire for the night:

- a) External doors: 5 Lever Mortice Deadlocks conforming to British Standard 3621;
- b) Patio Doors – In addition to a central locking device, key operating bolts to top and bottom opening sections;
- c) Windows – Key operated security locks to all ground floor windows, accessible sky lights and other accessible windows.

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## 11 Flat Roof Clause (11)

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It is a warranty of this **policy** that any part of the roof that is flat has been inspected and repaired, where necessary, no earlier than 24 months prior to inception.

It is further warranted that future inspection and repair, renovation and replacement, where necessary, will take place at no more than three year intervals with full records of inspections and works retained for **our** inspection. This warranty is precedent to any liability for claims relating to any part of the roof that is flat.

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## 12 Monthly Payment Clause (12)

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It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premiums once per annum.

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## 13 Co-insurance Clause (13)

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Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the under noted peril(s):

Section Perils Insured

1 Fire Subject otherwise to the terms, exclusions and conditions of this **policy**.

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## 14 Bed-sit Clause (14)

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This policy is issued on the basis that the Insured has registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004\* and fire services approval, where required by the fire and rescue service.

The policy will be invalid should this approval not have been obtained.

\* *And any amended legislation.*

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## 15 Holiday Home Clause (15)

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- a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained;

or

- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C). Please note that loss or **damage** resulting from malicious persons, escape of water, theft and **accidental damage** to fixed glass and sanitary ware; occurring after the holiday home has been **unoccupied** for 60 consecutive days or more whilst it is occupied by squatters, is excluded. This applies to both buildings and **contents**.

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## 16 Co-insurance Clause (16)

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Notwithstanding anything stated in the under noted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the under noted peril(s):

Section Perils Insured

1 Fire

Subject otherwise to the terms, exclusions and conditions of this **policy**.

## 17 Unoccupied Clause (17)

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It is a condition of this insurance that if the **property** is **empty or unoccupied**, then photographs of the **property** must be submitted within 14 days from inception or mid-term adjustment.

The photographs should clearly show the structure of the **property** and that it has been made secure and water-proof (photographs should show all angles of the exterior and the roof).

Failure to do so could result in the invalidation of a claim submitted thereafter.

## 18 Theft Limitation Clause (18)

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It is understood and agreed that this insurance does not cover theft or attempted theft from the home, other than as a result of violent and forcible entry.

## 19 Escape of Water Endorsement (19)

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Insured shall be responsible for the first 10% of each and every claim for escape of water over the value of £5,000 subject otherwise to the terms, exclusions and conditions of this policy.

## 20 Theft or Attempted Theft and Malicious Damage (20)

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It is understood and agreed that the insured will be liable for the first £1,000 for each and every theft or attempted theft and malicious **damage** claim on the **property**, unless the **property** has minimum security, as described in Endorsement 10.

## 21 Accidental Damage to Section 1 (21)

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It is hereby noted and agreed that **accidental** loss or **damage** will be covered under this insurance **policy** for Section 1.

The clauses, extensions and exclusions listed in section 1, subsections 3 through to section 1, subsection 8 will apply to accidental damage cover.

## 22 Accidental Damage to Section 2 & 2A (22)

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It is hereby understood and agreed that this insurance will cover **accidental damage to contents** and **contents of communal parts**. This limited to:

- **Accidental damage** to audio and audio visual units including television sets, video recorders and home computers; but NOT damage or deterioration directly caused by cleaning, repair, renovations, maintenance or whilst being worked on, tapes, discs, computer software.
- **Accidental** breakage of mirrors, glass tops, fixed glass in furniture, ceramic hobs, fixed glass, sanitary fixtures (forming part of the buildings) but not cost of repairing; removing or replacing frames.

All **contents** covered on this **policy** should be part of the buildings situated within the **property** specified in the **certificate** which is your property or for which you are legally responsible and is not otherwise insured elsewhere. Anything specifically excluded under section 2 subsection 3 a) – i) and 2A subsection 2 a) – i) will not be covered.

## 23 Contents temporarily removed from the property (23)

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This insurance will cover **contents**, not otherwise insured, whilst they are TEMPORARILY REMOVED from the **property**, for any **damage** directly caused by the Perils Insured.

- As long as the **contents** are: in an occupied **private dwelling**, in any buildings where **you** or any permanent member of **your** household is residing or is employed, a trade building (if the contents are there for the purpose of valuation, alteration, cleaning or processing), in any bank or safe deposit. When the **contents** are not in the specified buildings, cover will be limited to fire, lightning, explosion and earthquake only.

- If **contents** are in transit or during the process of removal (following permanent change of residence), to or from a bank, safe deposit or furniture depository, cover will be limited to fire, lightening, explosion, earthquake and theft or attempted theft only.

Cover does not include; cash, currency, bank notes, credit cards or negotiable documents, **contents** in furniture depository or any amount in excess of 20% of the **sum insured**.

## **24 Increased Unoccupancy Period (24)**

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In consideration of the additional premium paid hereon, it is agreed that **we** must be notified as soon as possible, but in any event within **90** days, whenever the **property** becomes **empty** or **unoccupied**.

Failure to comply with any part of this section will invalidate a claim. Normal terms and conditions of **unoccupancy** will still apply.

## **25 Malicious Damage (25)**

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It is understood and agreed that this **policy** will cover malicious **damage** and vandalism occasioned by the tenant legally on the **premises**, but not the first £2,500.

It is a condition of this clause that in the event of a claim, the insured must provide evidence that a deposit of an amount equal to at least one month's rent was collected from the tenant and made secure via the Deposit Protection Scheme or Tenancy Deposit Solutions (My Deposit) or the Tenancy Deposit Scheme. Deposit must have been in cash or cleared funds and a full detailed Dilapidation Inventory must have been taken prior to the tenant moving into the property and in intervals of 6 months thereafter.

For the purpose of this inclusion, a tenant is defined as the occupier of the insured property, named in the tenancy agreement as the tenant.

## **26 Theft and Malicious Damage Limitation for Unoccupied Properties (26)**

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**We** will not pay more than £2,000 in total for any claim involving theft or malicious damage whilst the property is **unoccupied** unless the **resident** is away from the property on a holiday for a period of 30 days or less.

## **27 Escape of Water or Oil Excess for Unoccupied Properties (27)**

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It is understood and agreed that the insured will be liable for the first £1,000 for each and every claim for escape of water or escape of oil loss or **damage** to the **property** which occurs whilst the property is **empty** or **unoccupied**.

## **28 Unoccupied Care Clause 1 (28)**

---

It is hereby understood and agreed that the following restrictions will apply whilst the **property** is left **unoccupied**:

- Loss or **damage** caused by escape of water will only be insured if the water system has been turned off at the mains valve and the system entirely drained of water;
- Loss or **damage** by theft or malicious damage will only be insured if an operational alarm system is in place.

## **29 Unoccupied Care Clause 2 (29)**

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It is hereby noted and agreed that the following restrictions will apply whilst the **property** is **unoccupied**:

- Loss or **damage** caused by escape of water will only be insured if the central heating system is set at a minimum continual temperature of 13 degrees celsius;

Loss or **damage** by theft or malicious **damage** will only be insured if an operational alarm system is in place.

## **30 30 Days Unoccupied Clause (30)**

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It is hereby understood and agreed that when the **property** is **unoccupied** for a period of 30 consecutive days or more, the premises insured hereunder are covered against loss or **damage** directly caused by the perils of fire, lightening, explosion, earthquake and aircraft only.

### 31 Minor Works Clause (31)

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Based on information provided by **you** about the refurbishment, conversion or extension of **your premises**, **we** will continue to provide cover during the period of insurance subject to the following terms and conditions.

**You** must notify **us** if **your property** becomes **empty or unoccupied** or if any additional work is to be undertaken which **you** have not told **us** about.

**We** will not pay for any loss or **damage**:

- Resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the contractor(s);
- Caused by insured perils f) Storm or flood in sections 1, 2 and 2A; unless **your property** is wind and weatherproof.

**We** will not pay:

- For any liability arising out of the activities of any contractor;
- The first £500 of any claim arising out of or as a consequence of the building work;
- For loss or **damage** to site materials, tools or plant.

If **we** insure **your property**:

Buildings section 1, subsection 2 b); Contents section 2, subsection 3 b) and Contents of Communal Parts section 2A, subsection 2 b) peril insured Theft or attempted theft, then the following is excluded:

- Loss or **damage** caused by **your** contractors or sub-contractors.

### 32 Chimney Warranty (32)

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All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.

### 33 Maintenance Clause (33)

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It is a warranty of this **policy** that the **property** must be inspected every 6 months, internally and externally, by you or your representative(s) and maintained according to the minimum standard requirements of this **policy**. Records of these inspections must be kept and made available to us upon request.

A list of the minimum requirements is provided in the **property** care guide, which is available on our website at [www.rentguard.co.uk/mainclause](http://www.rentguard.co.uk/mainclause).

# Policy Conditions

## 1 Policy Terms

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**You** and everyone else insured under this **policy** agree to the terms of this **policy** in respect of anything that should or should not be done and the statements made and the answers in the **proposal** are true and complete.

If **you** break this condition **we** may refuse to meet any claim.

## 2 Precautions

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**You** will be required to take all reasonable precautions to prevent a claim and must keep the **property** in good condition and repair unless alternative terms have been agreed; in which case this will be clearly stated in the **certificate**.

## 3 Cancellations

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### Our Rights

**We** shall not be bound to accept any renewal of this **policy** and may at any time give 14 days' notice of cancellation by recorded delivery to **your** last known address. Thereupon **you** shall be entitled to the return of a proportionate part of the premium paid, in respect of the unexpired term of this **policy**, provided that there have been:

- No claims made under the **policy** for which **we** have made a payment;
- No claims made under the **policy** which are still under consideration;
- No incident likely to give rise to a claim but is yet to be reported to us during the current period of insurance.

This termination shall be without prejudice to any rights or claims of the Insured or the **company** prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

### Your Rights

**You** may cancel **your policy** at any stage during the **policy** term.

The cancellation will be effective as of the date the request was received, unless a later date is specified by **you**.

**You** are entitled to a period of 14 days in which to consider the **content** of **your** insurance **policy** and the extent of cover.

Therein, cancellation of **your policy** within 14 days from inception, is therefore subject to a full refund, provided that there have been:

- No claims made under the **policy** for which **we** have made a payment;
- No claims made under the **policy** which are still under consideration;
- No incident likely to give rise to a claim but is yet to be reported to **us**.

Cancellation after 14 days from inception will be refunded pro rata, less **15%** of the total premium.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund for the unexpired portion of the premium will be given.

## 4 More than One Private Dwelling

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It is understood and agreed that each **private dwelling**, insured hereunder, is deemed to be covered as though separately insured.

## 5 Claims Procedure

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If **you** wish to make a claim or if something happens which may lead to a claim, **you** must notify **us** as soon as possible.

If there has been malicious **damage**, theft or attempted theft, **you** must also tell the police immediately.

**You** will be required to complete the claim form **we** supply and return it to **us** within 30 days of the incident, with all the supporting documents and proofs **we** require, for example; written estimates.

If **you** receive a writ summons or other legal process regarding a claim under the **policy**, **you** must send it immediately to **us**.

**You** must give **us** all the help and information necessary to settle or resist a claim against **you** or to help **us** take action against someone else.

If the above procedure is not followed, **you** will break a condition of the **policy** and **we** may not meet **your** claim.

See Important Help lines for telephone numbers.

## **6 Control of Claims**

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Do not admit, deny, negotiate or settle a claim without **our** written consent.

However, **you** should make emergency/temporary repairs to the **property** to prevent further **damage**.

## **7 Our Special Rights**

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**We** may enter any part of the **property** affected by a claim and take possession of it.

**You** cannot abandon the **property** to **us**. **We** may, in **your** name and on **your** behalf, take complete control of legal action.

**We** may take legal action in **your** name against any other person to recover any payment **we** have made under the policy.

**We** will do this at **our** expense.

## **8 Contribution**

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If at the time of a claim, there is any other **policy** covering anything insured under this **policy**, **we** shall be liable only for a proportionate share.

## **9 Fraud**

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

- Make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;
- Make a statement in support of a claim knowing the statement to be false in any respect;
- Submit a document in support of a claim knowing the document to be forged or false in any respect;
- Make a claim in respect of any loss or **damage** caused by **your** wilful act or with your deception then we:
  - i) Shall not pay the claim;
  - ii) Shall not pay any other claim which has been or will be made under the policy;
  - iii) May, at **our** option, declare the **policy** void;
  - iv) Shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
  - v) Shall not make any return premium;
  - vi) May inform the police of the circumstances.



## Making Yourself Heard

If you have any enquiry or are dissatisfied regarding the suitability of this **policy** for **your** needs or the information you received whilst it was originally being arranged or discussed, please contact

Rentguard at Grove House, 551 London Road, Isleworth, Middlesex TW7 4DS.

Tel: 0208 587 1060 Fax: 0208 587 1061 E-mail: [james.castell@rentguard.co.uk](mailto:james.castell@rentguard.co.uk)

It would be helpful for **you** to have the policy number available when you contact Rentguard.

If **you** are not satisfied with how your complaint is handled or you would like to discuss matters concerning a claim, in greater detail, then please contact the complaints department at Lloyd's to review **your** case, the address is:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.

Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

**You** can also refer **your** complaint to:

The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR.

Tel: 0845 080 1800

These procedures do not affect **your** right to take legal action.

Nothing in the terms and conditions of this policy will reduce **your** statutory rights relating to faulty or misdescribed goods or services. For further information about **your** statutory rights, **you** should contact **your** local authority Trading Standards Department or Citizen's Advice Bureau.

Following this procedure will not affect **your** legal rights.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claims. Further information about compensation scheme arrangements is available from the FSCS.

Rentguard Insurance is specifically designed to meet the growing demands of landlords and tenants in the residential & commercial lettings market.

Ask about our full range of Rentguard products & services:

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b>RESIDENTIAL LANDLORD INSURANCE</b> | <b>COMMERCIAL PROPERTY INSURANCE</b>  |
| <b>HOME BUILDINGS &amp; CONTENTS</b>  | <b>OVERSEAS &amp; UK HOLIDAY HOME</b> |
| <b>TENANTS CONTENTS INSURANCE</b>     | <b>PERSONAL POSSESSIONS INSURANCE</b> |
| <b>RENT &amp; LEGAL PROTECTION</b>    | <b>TENANT REFERENCING</b>             |

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Rentguard is Let Property Insurance