

Policy Terms & Conditions

RENTGUARD
INSURANCE



Buildings & Contents

insurance for landlords

CATLIN

Rentguard

Introduction

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

Your premium has been based upon the information shown on 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.

It is most important that **you** tell **us** of any material change in **your** circumstances which may affect this insurance cover. Material facts can have an effect on what **you** are covered for and how much **you** pay. If **you** are not sure whether something is important, please tell **us** anyway, since a failure to disclose a material fact relevant to this insurance, could result in **your** cover being invalid.

We recommend that **you** keep a copy or a record of all information **you** give to **us**.

This insurance has been arranged by **Rentguard**, a trading style of RGA Underwriting Limited, and is underwritten by **Catlin Insurance Company (UK) Ltd**.

RGA Underwriting Ltd and **Catlin Insurance Company (UK) Ltd**. are both 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.fsa.gov.uk/register or by contacting them on 0845 606 1234

Catlin Insurance Company (UK) Ltd. adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **Catlin Insurance Company (UK) Ltd**. 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

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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 on 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.

Any reference to a statute in this **policy** shall be deemed to include any amendments to, or replacement of it and all subordinate legislation made under, or in connection with it.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Employers' Liability Tracing Office Notice Certain information relating to **your** insurance certificate namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **you** that the above named information provided to the **company** will be processed by the **company**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

Important

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 **Rentguard**, if **you** have any questions.

You will be liable for the first **excess** amount of each and every claim as shown on the **certificate** and statement of fact. Where more than one **excess** applies to a claim, the higher **excess** will always apply.

You may cancel **your policy** at any stage during the **policy** term; in any event, **you** are entitled to 14 days, from inception, in which to consider the content of **your** insurance **policy** and the extent of cover.

Please refer to the Cancellation Conditions on page 21 for full details.

The Law applicable to this policy

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 the company 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.

Language of contract of insurance

Unless otherwise agreed, the language of this contract of insurance shall be English.

Important Helplines

| | |
|-------------------|-------------------------------|
| Customer Services | 0208 587 1060 |
| Claims | 0844 493 1177 / 0208 587 1071 |

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:

Accidental

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

Act of Terrorism

An act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear of such purposes.

Bodily Injury

Death, injury, disease, illness or nervous shock.

Business

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

Certificate

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

Company/Our

Catlin Insurance Company (UK) Ltd. as insurers of **your policy**, as the context may require.

Contents

Contents comprising:

- Furniture;
- Carpets, curtains, blinds, furnishing and interior decorations;
- Other domestic **property**, as detailed in the landlord's **property** inventory forming part of the tenancy agreement;
- Radio and television aerials and satellite dishes and their fittings and masts that are fixed to the **property** belonging to **you** or for which **you** are legally responsible including such **contents** within the communal parts of the **property** to which all **residents** have access.

Damage

Material loss, destruction or damage.

Domestic Employee(s)

Domestic staff, cleaner, gardener, caretaker, or any occasional employee undertaking repairs or decorations in connection with the buildings covered by this **policy**, employed by **you**.

Empty or Unoccupied

The whole or part of the **property** or the **flat** that is either:

- Not currently lived in by **you**, a tenant, or a person **you** have authorised; or
- Without enough furniture for normal living purposes.

For the purposes of this definition, empty or unoccupied does not include periods of annual leave of 30 consecutive days or less by the **resident/tenant**.

Endorsements

Any variation or addition to the terms.

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**.

Flat

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

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.

Non-standard Construction

Constructed of materials other than those detailed in the definition **standard construction**, as advised to and accepted by **us**.

Period of Insurance

The time stated on the **certificate** and statement of fact as the duration **your** insurance cover will be in effect (both dates noted inclusive).

Policy

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

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed).

Pollution or Contamination

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.

Private Dwelling

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

Premises

The part of the **property** situated at the risk address shown on the **certificate** for the purposes of the **business**.

Property

The building(s) shown on 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 on the **certificate**, the property insured is understood and agreed to be of **standard construction**.

Proposal

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

Rentguard/Us

RGA Underwriting Limited acting as Underwriting and claims administrators of **your** policy on behalf of the **company** as the context may require. **Rentguard** is a trading style of RGA Underwriting Ltd, an independent insurance intermediary arranging this insurance.

Resident(s)

The owner(s), lessee(s), tenant(s), permitted occupier(s) and any member of his/her family permanently residing with him/her, or any other person on the **property** with **your** permission.

Standard Construction

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

Sum Insured

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**.

Territorial Limits

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

You/Your

Means the person, persons, partnership, corporation or organization named in the **certificate** and statement of fact, as insured.

Section 1 – Buildings

1 What is insured?

The **property** is insured against **damage** by the Perils Insured. 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

- a) Fire, smoke, explosion, lightning or earthquake but not for:
 - **Damage** (other than from the peril of earthquake) 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 to or exit from the **property** but not for:
 - **Damage** by **you**, any member of **your** family, any employee, any **resident** or any other person lawfully on the **premises** or with the deception of any of these persons;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- c) Riot, civil commotion, labour and political disturbances and strikes but not for:
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- d) Malicious **damage** and vandalism but not for:
 - **Damage** by **you**, any member of **your** family or any **employee**, or any **damage** caused intentionally by any **resident** or any other person lawfully on the **premises**;
 - **Damage** caused as a result of the **property** being used for illegal activities;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- e) Aircraft, other aerial devices and anything falling from them.
- f) Impact by:
 - Vehicles;
 - Trains;
 - Animals but not for **damage** by domestic pets;
 - Falling trees, telegraph poles or lamp-posts but not for **damage** caused by trees being cut down or cut back within the **premises**;
 - Falling aerials or masts;
 - Falling television satellite dishes;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- g) Storm or flood but not for:
 - **Damage** by frost;
 - **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** caused by the escape of water from any fixed domestic water or heating installation;

- **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- h) Subsidence or heave of any part of the site on which the **property** stands or landslip but not for:
- The first £1000 of each and every claim unless shown differently on the **certificate**;
 - **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 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 coastal or river erosion;
 - Loss or **damage** caused by defective workmanship or the use of defective materials;
 - Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
 - **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;
 - **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**;
 - ii) Ground works or excavation;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- i) The escape of water from or the freezing of any fixed domestic water or heating installation but not for:
- Wet or dry rot, rust, corrosion or other deterioration;
 - **Damage** caused by gradual emission;
 - Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which water has escaped other than frost **damage**;
 - **Damage** whilst the **property** is left **empty or unoccupied**.
- j) 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 for:
- Rust, corrosion or other deterioration;
 - **Damage** caused by gradual emission;
 - Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which oil has escaped;
 - **Damage** whilst the **property** is left **empty or unoccupied**.

3 Extensions

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', engineers', surveyors' and legal fees;
 - The costs of clearing debris from the site or demolishing or shoring up or boarding up any part of 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 costs incurred when notice of Government or Local Authority requirements were served before the **damage** occurred.
- b) Underground Services, Pipes, Cables and Drains.

The cost of repairing **accidental damage** to underground services supplying/serving the buildings (and their inspection covers) for which you are responsible for; including the cost of breaking into and repairing pipes and drains between the main sewer and the buildings following a blockage, but not for:

- **Damage** which **you** are not legally responsible to repair;
- **Damage** caused by rust or corrosion;
- **Damage** caused whilst clearing or attempting to clear a blockage;
- **Damage** whilst the **property** is left **empty or unoccupied**;
- **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;
- **Damage** to pipes made from pitch-fibre material.

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 Escape of Water and Underground Services, Pipes, Cables and Drains but not for:

- 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, double glazing and sanitary fixtures but not for:

- The replacement cost of any part of the item other than the broken glass;
- **Damage** which is not **accidental** and unforeseen;
- **Damage** whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- Loss or **damage** caused by faulty or defective workmanship, materials or design;
- Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

- e) Loss of Rent or Alternative Accommodation.

Loss of rent receivable or payable including up to 2 years ground rent or reasonable additional expenses of comparable alternative accommodation - whilst the insured **property** shown on the **certificate** is rendered uninhabitable or whilst access to the insured **property** is denied as a result of **damage** insured by this section;

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

What **you** are not insured for:

- Any amount in excess of 30% of the **sum insured** on the buildings;
- Alternative accommodation costs, ground rent or rent payable to **you** relating to any portion of the buildings not used solely as domestic accommodation.

f) Landscaped Gardens.

We will pay for loss or **damage** to landscaped gardens through the actions of emergency services while attending the insured **property** to deal with an emergency included within the cover provided for this **policy**.

What **you** are not insured for:

- Any amount in excess of £5,000;
- **Damage** whilst the **property** is left **empty or unoccupied**.

g) Replacement of Locks and Keys.

The reasonable cost of replacing keys and locks to any external door following theft of the keys.

What **you** are not insured for:

- Any amount in excess of £500 in respect of any one **property**, in any one **period of insurance**;
- **Damage** whilst the **property** is left **empty or unoccupied**.

h) **Accidental** Loss of Oil and Metered Water.

We will pay for **accidental** and sudden loss of domestic heating oil and metered water.

What **you** are not insured for:

- Loss or **damage** caused by faulty or defective workmanship, materials or design;
- Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
- Any amount in excess of £5,000;
- **Damage** whilst the **property** is left **empty or unoccupied**.

i) Emergency Access.

We will pay the costs incurred following **damage** to the buildings caused by the police, or persons acting under their control, in gaining access to the building as a result of concern for the welfare of the **resident** or to combat **damage** caused by an insured peril to the **property**. The most we will pay for any event/incident is £5,000 in any one **period of insurance**.

We will not pay:

- Any cost incurred following **damage** caused by the police in the course of criminal investigations;
- Where this is a result of unlawful activities at the **property**.

j) Theft of Fixed Fabric of the **Property**.

Theft of the fixed fabric of the **property**, including fixed external CCTV equipment and security lighting, where buildings are shown as insured on the **certificate** but not for:

- Any amount in excess of £2,000 in respect of any one claim;
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

k) Sale of **Property** Insured.

If **you** have made a contract to sell the **property**, we will give the buyer the benefit of this **policy** up to the date of completion, provided the **property** is not otherwise insured.

4 Empty or Unoccupied Property

- a) We must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. We shall have the right to change the terms and conditions of **your policy** and **you** must implement any risk improvement measures that we require within the agreed timescales and pay any additional premium if required.
- b) We will not pay for any claim, where noted, 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;
 - 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**.

- c) We will not pay for any claim, where noted, in respect of any **property** which is **empty or unoccupied**.

Failure to comply with any part of this section may invalidate a claim.

5 Clauses and Conditions to Section 1

- a) Maintenance.

It is a condition precedent to this insurance that 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) 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.

- d) 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 rebuild or repair is carried out without delay.

Section 2 – Contents

1 What is insured?

The **contents** are insured against **damage** by the Perils Insured. 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

- a) Fire, smoke, explosion, lightning or earthquake but not for:
- **Damage (other than from the peril of Earthquake)** 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 to or exit from the **property** but not for:
- **Damage** by **you**, any member of **your** family, any employee, any **resident** or any other person lawfully on the **premises** or with the deception of any of these persons;
 - Any amount in excess of £500 or 3%, whichever is the greater, of the **sum insured** by this section in respect of **contents** within detached domestic outbuildings and garages;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- c) Riot, civil commotion, labour and political disturbances and strikes but not for:
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- d) Malicious **damage** and vandalism but not for:
- **Damage** by **you**, any member of **your** family, any employee, or any **damage** caused intentionally by any **resident** or any other person lawfully on the **premises**;
 - **Damage** caused as a result of the **property** being used for illegal activities;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- e) Aircraft, other aerial devices and anything falling from them.
- f) Impact by:
- Vehicles;
 - Trains;
 - Animal but not for **damage** by domestic pets;
 - Falling trees, telegraph poles or lamp-posts but not for **damage** caused by trees being cut down or cut back within the **premises**;
 - Falling aerials or masts;
 - Falling television satellite dishes;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- g) Storm or flood but not:
- **Contents** in the open;
 - **Damage** by frost;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** caused by subsidence, heave or landslip;

- **Damage** caused by the escape of water from any fixed domestic water or heating installation;
 - **Damage** whilst the **property** is left **empty or unoccupied**, unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- h) Subsidence or heave of any part of the site on which the **property** stands or landslip but not for:
- The first £1,000 of each and every claim unless shown differently on the **certificate**;
 - **Damage** caused by structures bedding down or settlement of newly made up ground;
 - **Damage** caused by coastal or river erosion;
 - Loss or **damage** caused by defective workmanship or the use of defective materials;
 - Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
 - **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;
 - **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**;
 - ii) Ground works or excavation;
 - **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 '**Empty or Unoccupied Property**' are met;
 - **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.
- i) The escape of water from or the freezing of any fixed domestic water or heating installation but not for:
- The first £1,000 of each and every claim unless shown differently in the **certificate**;
 - Wet or dry rot, rust, corrosion or other deterioration;
 - **Damage** caused by gradual emission;
 - Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which water has escaped other than frost **damage**;
 - **Damage** whilst the **property** is left **empty or unoccupied**.
- j) 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 for:
- The first £1,000 of each and every claim unless shown differently in the **certificate**;
 - Rust, corrosion or other deterioration;
 - **Damage** caused by gradual emission;
 - Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
 - **Damage** caused by subsidence, heave or landslip;
 - **Damage** to domestic fixed fuel-oil tanks in the open;
 - **Damage** whilst the **property** is not suitable for normal habitation;
 - **Damage** to apparatus from which oil has escaped;
 - **Damage** whilst the **property** is left **empty or unoccupied**.

3 Extensions

This **policy** will pay for:

- a) Loss of Rent or Alternative Accommodation Expenses:
- Rent (up to a maximum of 12 months) **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 for any **resident** and temporary storage of their furniture and the reasonable cost of accommodation in kennels or catteries for their 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 for any amount in excess of 30% of the **contents sum insured** or £2,000, whichever is the lesser.

Provided that we will not be liable under this extension where a claim is paid under Extension e) of Section 1 – Buildings and which arises from the same event.

b) Landlords Gardening Equipment.

Damage by the perils insured to **your** gardening equipment whilst in any locked outbuilding at the **property** but not for:

- Theft or attempted theft not involving violent and forcible entry or exit to the outbuilding;
- Loss or **damage** caused by faulty or defective workmanship, materials or design;
- Loss or **damage** caused directly or indirectly by maintenance and normal redecoration;
- Any amount in excess of £1,000;
- **Damage** whilst the **property** is left **empty or unoccupied** unless the conditions under subsection 4 'Empty or Unoccupied Property' are met;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

4 Empty or Unoccupied Property

- a) We must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. We shall have the right to change the terms and conditions of **your policy** and **you** must implement any risk improvement measures that we require within the agreed timescales and pay any additional premium if required.
- b) We will not pay for any claim, where noted under this section, 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;
 - 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**;
- c) We will not pay for any claim, where noted, in respect of any **property** which is **empty or unoccupied**.

Failure to comply with any part of this section may invalidate a claim.

5 Clauses and Conditions to Section 2

a) Maintenance.

It is a condition precedent to this insurance that 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) Inflation Protection.

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.

5 Exclusions Specific to Section 2

Loss or **Damage** to:

- Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;
- **Property** which is insured by another **policy**;
- Any **property** of a **resident**;
- Landlord's fixtures and fittings which we insure under Section 1;
- Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, clothing and personal effects;
- **Money**, bills of exchange, promissory notes, securities or documents of any kind;
- Any one curio picture or other work of art valued in excess of £1,000;
- Any amount exceeding £250 in respect of **contents** in the open at the **premises**;
- Any amount exceeding £1,000 in respect of domestic oil in fixed fuel tanks.

Section 3 – Public Liability

1 What is insured?

You are insured against all sums that **you** shall become legally liable to pay as **damages** and claimants costs and expenses occurring during the **period of insurance** and happening in connection with the **business** within the **territorial limits**, arising out of:

- a) **Accidental** injury to any person; or
- b) **Accidental** loss of or **damage** to material property.

The most we will pay for claims for one **accident** or series of **accidents**, from one cause, is the limit of indemnity which is £5,000,000 plus other costs incurred with **our** written consent.

In addition, we will also pay for:

- a) All other costs and expenses incurred with **our** written consent; and
- b) The legal costs and expenses incurred with **our** written consent for the defence of prosecutions brought under Sections 36 or 37 of the Health and Safety at Work etc Act 1974* or any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31* including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health safety and welfare of persons other than employees but not:
 - Fines or penalties;
 - Legal costs or expenses insured by any other **policy**.

2 Extension 1 – Additional Persons Insured

We will also insure in the terms of this section:

- a) **Your** legal personal representatives in the event of **your** death;
- b) The owner or lessee of any **property**;
- c) If you so **request**, any of **your** directors or employees as though each had been insured separately provided that:
 - Such persons observe the terms of the **policy** insofar as they can apply;
 - We retain the sole conduct and control of all claims;
 - The most we will pay for claims for one **accident** or series of **accidents** from one cause, is the limit of indemnity shown in the **certificate** plus other costs incurred with written consent, but not:
 - i) Liability of any **resident** incurred solely as occupier of his/her **property**;
 - ii) Liability of **your** directors or employees for which **you** would not have been covered if the legal action had been brought against **you**.

3 Extension 2 – Defective Premises Act

We insure (subject otherwise to the terms of this **policy** section) **your** liability under Section 3 of the Defective Premises Act 1972* or Section 5 of the Defective Premises (Northern Ireland) Order 1975* in respect of:

- a) The parts of any **property** formerly owned or leased by **you** and occupied solely for private residential purposes;
- b) Any **private dwelling** formerly owned or leased by the owner or lessee of any **flat**.

We will not be liable:

- If at the date of its disposal by **you** such **property** was not insured by this **policy** or any other **policies** in respect of which this **policy** has been issued as a substitute;
- For loss of or **damage** to the **premises** disposed of;
- If any other **policy** covers the liability.

The cover under this extension continues for seven years from the date of disposal of the **property**, provided **you** do not have this cover under another **policy**.

4 Extension 3 – Cross Liabilities

If more than one person is referred to in the **certificate**, each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately.

Provided that:

The most we will pay for claims for one **accident** or series of **accidents** from one cause is the limit of indemnity shown in the **certificate** plus other costs incurred with **our** written consent.

5 Exclusions Specific to Section 3

We will not be liable under this section in respect of:

- a) **Bodily injury** to any employee arising out of and in the course of his employment by the insured in the **business**;
- b) • Loss or destruction of or **damage** to property;
 - **Bodily injury** sustained by any person;
Arising from the ownership, possession or use by or on behalf of the insured of:
 - i) Any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force;
 - ii) Any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation;
- c) Loss or destruction of or **damage** to:
 - Property owned by or leased, hired or rented to **you**;
 - Property belonging to or held in trust by or in the custody of or under the control of **you** or any director, partner or employee of the insured other than:
 - i) Personal property of directors, partners or employees;
 - ii) The property of customers or visitors temporarily on or about the **premises**, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection;
- d) 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;
- e) Liability arising from or caused by: Breach of professional duty and the provision of advice or any plan, design, formula or specification given separately for a fee;
- f) Liability arising from or caused by the use of blow lamps, blow torches, hot air guns, welding or flame cutting equipment, or asphalt bitumen or tar heaters;
- g) Loss or destruction of or **damage** to **property**, buildings or land caused by vibration or by the removal or weakening of support;
- h) Liability arising from and or caused by any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the **company**;
- i) **Bodily injury** or loss or destruction of or **damage** to **property** caused by products;
- j) Loss or destruction of or **damage** to products nor the cost of making good or recalling such products;
- k) Loss or destruction of or **damage** to that part of any **property** upon which you are or have been working;
- l) Fines, penalties or liquidated, punitive or exemplary **damages**;
- m) The first £250 of each and every claim in respect of **damage** to property, unless shown differently in the **certificate**.

6 Special Conditions to Section 3

The **company** may at any time pay **you** 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.

* Any amended legislation.

Section 4 – Employers’ Liability

1 What is insured?

You are insured against all sums which **you** become legally liable to pay as **damages** in respect of **accidental bodily injury** sustained during the **period of insurance** by any **employee** and arising out of and in the course of employment by **you**, in connection with the **business** within the **territorial limits** or elsewhere in the world where any **employee** normally **resident** within the **territorial limits** may be working temporarily.

The most we will pay under this section for **damages** together with costs and expenses shown below in respect of any one claim against **you** or series of claims against **you** arising out of one event shall not exceed:

- a) £5,000,000 for **accidental bodily injury** to any **employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any **act of terrorism** or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any **act of terrorism**;
- b) £10,000,000 in respect of any other **bodily injury**.

Expenses shall mean:

- a) Costs and expenses of claimants for which **you** are legally responsible;
- b) All other costs and expenses **you** have to pay provided that we have agreed to pay such costs and expenses in writing;
- c) The legal costs of defending in any court of summary jurisdiction, any proceedings brought against **you** in respect of a breach or alleged breach of any statutory duty resulting in **bodily injury** that may be the subject of a claim;
- d) The legal costs and expenses incurred with **our** written consent and costs awarded against **you**, arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution), as a result of an alleged offence occurring during the **period of insurance** under the Health and Safety at Work etc Act 1974* or similar safety legislation of Great Britain, Northern Ireland the Channel Islands or the Isle of Man provided that the proceedings relate to the health, safety or welfare of any **employee** but not:
 - Fines or penalties;
 - Legal costs or expenses insured by any other **policy**.

2 Additional Persons Insured

We will also insure in the terms of this section:

- a) **Your** legal personal representatives in the event of **your** death;
- b) Any principal in respect of the liability of such principal arising out of the performance by **you** or any agreement entered into by **you**, for the performance of work for such principal to the extent required by such agreement and if **you** so request;
- c) The owner or lessee of any **property**;
- d) Any of **your** directors or **employees**;
- e) Any of **your** directors or senior officials in respect of private work undertaken by any **employee** for such director or senior official provided that:
 - The claim relates to **bodily injury** to an **employee** and is such that **you** would have been entitled to an indemnity had the claim been made against **you**;
 - Such persons observe the terms of the **policy** insofar as they can apply;
 - Retain the sole conduct and control of all claims.

3 General Exclusions to Section 4

We will not be liable under this section in respect of:

- a) Liability for **bodily injury** to any **employee** arising out of the ownership possession or use by or on **your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security;
- b) Liability arising from **bodily injury** to any **employee** working in or on any offshore installation or any support vessel for any offshore installation or whilst in transit to or from any offshore installation or support vessel;
- c) Liability arising from and or caused by any demolition unless such work forms part of a contract for construction, alteration, maintenance or repair and prior permission for any such demolition is obtained in writing by the insured from the **company**.

4 Special Conditions to Section 4

- a) The indemnity granted includes protection to the insured as required by any law relating to compulsory insurance of the employer's legal liability to his employees whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but the insured shall repay to the **company** all sums paid by the **company** which the **company** would not have been liable to pay but for the provisions of such law;
- b) 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, actions 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
- c) If this **policy** or this section is cancelled then any **Certificate** of Employers' Liability insurance issued by the **company** is deemed to be cancelled at the same time.

* Any amended legislation.

Policy Conditions that apply to the whole of your policy

1 Voidance of Policy

This **policy** shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material fact.

2 Precautions

You must at all times:

- a) Take all reasonable precautions to prevent loss, destruction, **damage**, accident or **bodily injury**;
- b) Keep the **premises, property, contents** and other maintainable **property** which is insured by this **policy** in a good state of repair;
- c) Comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations;
- d) As soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be effected as the circumstances may require;
- e) Exercise due care in the selection and supervision of employees;
- f) During any period of unoccupancy, the insured **property** must be inspected not less than once in every 7 days by either **you** or **your** appointed representative.

Please note that it is **your** responsibility to inform the insurer of when **your property** is **empty or unoccupied**. Please note that this **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear. It is **your** responsibility to ensure that all **property** insured is maintained in good repair.

3 Cancellations

Our Rights

We shall not be bound to accept any renewal of this **policy** and may at any time give 21 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:

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

This termination shall be without prejudice to any of **your** or **our** rights or claims 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, from inception, 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:

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

Cancellation after 14 days will be refunded on a proportionate basis, 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

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

5 The Company Rights

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

You cannot abandon **property** to **us** or **the company**. 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.

6 Contribution

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.

7 Fraud

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

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

8 Sum Insured

It is **your** responsibility to ensure **your property** is adequately insured for the full cost of reinstatement at all times.

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, provided that:

- a) **You** implement any risk improvement measures that we require within the agreed timescales;
- b) Pay any additional premium if required.

9 Underinsurance

The **sum insured** by each item or section of this **policy** is declared to be separately subject to this underinsurance condition. 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.

10 Changes in Risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, destruction, **damage, accidental bodily injury** or liability covered by this **policy**, including (but not limited to):

- a) **Your** interest ceasing other than by death;
- b) The **business** being wound up or carried on by a liquidator or receiver or permanently discontinued;
- c) The **property**, as specified on the **certificate**, becomes let under different circumstances;
- d) Any alteration being made either in the **business** or in the **premises** or in any **property** or in any other circumstances;

- e) If the **property** will be **empty or unoccupied**;
- f) If **you** no longer intend to let the **property**;
- g) If **you** intend to carry out any form of renovation or building works on the **property**;
- h) If the **property** is no longer used solely for private residential purposes.

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

This **policy** will become voidable from the date of any such change in circumstances unless we agree otherwise in writing.

11 Protections

It is a condition precedent to the liability of the **company** in respect of any claim arising from fire, theft or malicious **damage** that in so far as **you** are responsible for them **you** must at all times ensure that:

- a) Security devices are put into full and effective operation whenever the **property** is left unattended;
- b) Fire break doors and shutters in the **property** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except when the **premises** are attended;
- c) Fire extinguishers, sprinkler systems and fire alarms be maintained in efficient working order;
- d) Alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

12 Inspections

The **property** must be inspected both externally and internally at least every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair, notwithstanding the requirements of subsection 4 'Empty or Unoccupied Property' of Sections 1 and 2. Records of these inspections must be kept and made available to **us** on request.

13 Cooking and Heating Appliances

No cooking is to be undertaken inside any part of the building insured by this **policy** other than in such areas which have been constructed and equipped as domestic kitchens.

No portable heating appliances, other than portable electric heaters where there are no visible heating elements, are to be used in any part of the insured **property**.

14 Gas and Electric Installations

All gas and electric appliances and installations at the insured **property** must be regularly inspected by **you** or a responsible person acting on **your** behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/work undertaken should be kept, so as to produce to the insurers upon request.

15 Direct Debit

If **you** pay the premium to **us** using the Rentguard Direct Debit instalment scheme we will have the right (which we may not use) to renew the **policy** each year and continue to collect premiums using this method. We may vary the terms of the **policy** (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the **policy**, as long as **you** tell **us** before the next renewal date, we will not renew it.

Our right to renew this **policy** does not affect **your** cancellation rights detailed in condition 3, on page 21 of this **policy**.

Policy Exclusions that apply to the whole of your policy

The following exclusions are applicable to all sections of **your policy**.

We will not pay for:

- Any reduction in value.
- Indirect loss of any kind.
- Any accident or incident that happens outside any **period of insurance** that is covered by this **policy**.
- The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- Loss or **damage** to any items used in connection with any **business**, trade or profession other than the letting of **the insured property** by this **policy**.
- Any legal liability resulting from any **business**, trade or profession other than the letting of the insured **property** by this **policy**.
- Loss or **damage** directly or indirectly caused by deliberate or criminal acts by **you**, any member of **your family or your domestic employees; resident** or any person legally on the **premises** or with the deception of any of these persons.
- Loss or **damage** directly or indirectly caused by gradual causes including deterioration or wear and tear;
- Loss or **damage** by mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, corrosion, rust, damp or settlement;
- Loss or **damage** directly or indirectly caused by leaks from joints, sealant failure, cracking, fracturing or collapse;
- Loss or **damage** directly or indirectly caused by any process of cleaning, renovations, repair or alterations;
- Loss or **damage** directly or indirectly caused by disappearance, unexplained loss, misfiling or misplacing of information;
- Loss or **damage** caused by confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority;
- Loss or **damage** directly or indirectly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- Any claim arising from loss or **damage** directly or indirectly caused by vermin, insects or chewing, scratching, tearing or fouling by pets or domesticated animals;
- Loss or **damage** directly or indirectly caused by electrical or mechanical failure or breakdown;
- Loss or **damage** directly or indirectly caused by faulty or defective workmanship, materials or design;
- Loss or **damage** arising from maintenance and normal redecoration;
- Loss or **damage** directly or indirectly caused by the failure of a computer chip or computer software to recognise a true calendar date;
- Loss or **damage** directly or indirectly caused by computer viruses;
- Loss or **damage** directly or indirectly caused by pre-existing **damage** occurring before the cover under **your policy** started;
- Losses not directly associated with the incident that caused **you** to claim;
- Loss or **damage** directly or indirectly caused by **pollution or contamination** which was:
 - The result of a deliberate act;
 - Expected and not the result of a sudden, unexpected and identifiable incident.
- Radioactive Contamination and Explosive Nuclear Assemblies
 - a) Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom.
 - b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear component thereof.
- Terrorism
 - Any loss, **damage** or liability caused by any **act of terrorism**.
- War Risk
 - Loss or **damage** directly or indirectly occasioned by, happening through or in consequence

of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

- Illegal Activities Exclusion
 - Loss, **damage** or liability caused as a result of the insured **property** being used for illegal activities and we will not pay for any claim arising from such loss.
- **Damage** that occurs whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- Any claim arising from burst pipes or tanks caused by freezing, unless all pipes and tanks in the insured **property** are insulated or lagged.
- 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;
- The cost of cleaning up, or removal of, or **damage to property** or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this **policy**).
- **Damage** for **bodily injury** or **damage to property** unless the action is brought in a court of law in a member state of the European Union.
- **Damage**, liability or injury occurring before the cover under **your policy** started.
- This insurance excludes any claims arising out of the activities of contractors.
- Diminution of market value beyond the cost of repair or replacement.

Making a claim

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 which shall be deemed notice to the **company**.

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

You should make any temporary/emergency repairs necessary to prevent further loss or **damage**. Do not undertake any repairs which are not necessary to prevent further loss or **damage**.

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

To make a claim **you** should first contact **Rentguard** on 0208 587 1060.

When **you** contact **us** about a claim **you** will need to tell **us**:

- **Your** name and address;
- All known information regarding the loss or **damage**.

You will be required to return any requested information to **us** within 30 days.

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

You must give **us** and the **company** 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.

Settling Claims

Buildings Section

We will decide whether to repair, replace or reinstate the **damaged** part of the buildings. We may do this by using one of **our** suppliers. We will pay the full cost of the work, including any professional, demolition or local-authority costs or fees we have agreed, as long as the work is finished without delay; however, we will not pay more than the cost of the repair or replacement or any amount in excess of the declared **sum insured**. If the repairing or replacing is not carried out, we will pay the amount by which the **property** has gone down in value as a result of the **damage** or the estimated cost of repair, whichever is lower.

We will take off an amount for wear and tear if the buildings are not properly maintained or in a good state of repair.

Contents Section

We will pay the full cost of replacing or repairing any **damaged property** as new. We may do this by using one of **our** suppliers. If the item cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear:

- On household linen;
- For **property** that does not belong to **you** but **you** are legally responsible for, unless **you** are legally bound to replace the property, as new, under the terms of an agreement.

The **sum insured** for landlord's **contents** will not be reduced following payment of a claim.

Claims Settlement

Following **damage** by an insured peril, and subject to the adequacy of the **sum insured**, we will pay the full cost of repairing or replacing the **damaged property**/buildings or **contents**. The most we will pay is the limits shown in the **policy** or the **sum insured** shown in **your certificate**.

When we pay **your** claim we will take off the **excess** shown in **your certificate**.

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

not pay for **property** that does not belong to **you**, unless **you** are legally responsible for the cost of replacement, as new, under the terms of a valid agreement.

The **sum insured** by each item or section 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.

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

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;
- Make a cash settlement; but we will not pay more than it would have cost 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.

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

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.

Claims history

Under the conditions of this **policy** **you** must tell **us** about any insurance related incidents such as fire, water **damage**, theft or an accident whether or not they give rise to a claim. When **you** tell **us** about an incident, we will pass information relating to it to the relevant database. We may search these databases when **you** apply for insurance in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

How will we use your data

We hold **your** personal data in accordance with the Data Protection Act 1998. The information supplied to the **company** and **us** by **you** may be held on computer and passed to other insurers for underwriting and claims purposes. **You** should show this to anyone whose personal data may be processed to administer this **policy**.

Policy administration

In order to administer **your** insurance **policy** and any claims made under this **policy** we may share personal data provided to **us** with **our** trading partners including overseas companies. If we do transfer **your** personal data, including where we propose a change of underwriter, we make sure that it is appropriately protected.

Fraud prevention & detection

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

- a) Share information about **you** with other organisations including the police;
- b) Undertake credit searches;
- c) Check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and **money** laundering for example when:

- a) Checking details on applications for credit and credit related or other facilities;
- b) Managing credit and credit related accounts or facilities;
- c) Recovering debt and tracing beneficiaries;
- d) Checking details on **proposals** and claims for all types of insurance;
- e) Checking details of job applicants and employees.

Please contact the **company** and **us** if **you** want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Complaints procedure

We value the opportunity to investigate any concerns **you** may have about any aspect of the service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with the insurance advisor who arranged the **policy** for **you** as they will generally be able to provide **you** with an immediate response to **your** satisfaction. If they are unable to sort out **your** complaint **you** can contact **Rentguard**; contact details are provided below:

Rentguard

Grove House
551 London Road
Isleworth
Middlesex
TW7 4DS

You can telephone on **0208 587 1060**

Or e-mail: **info@rentguard.co.uk**

Where the complaint is being handled by **Rentguard**, it will be reviewed by a Director, and a final response provided.

If this does not resolve the situation and **you** wish to make a complaint **you** can do so at any time by referring the matter to:

Compliance Officer

Catlin Insurance Company (UK) Ltd.

20 Gracechurch Street
London
EC3V 0BG
Telephone Number: 020 7743 8487
Email: Catlinukcomplaints@catlin.com

Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service at:

The Financial Ombudsman Service (FOS)

If we are unable to resolve **your** complaint **you** can ask the FOS to formally review **your** case.

The FOS contact details are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

You can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example, a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: **complaint.info@financial-ombudsman.org.uk**

This is a free and impartial service and will not affect **your** legal rights.

Financial Services Authority

Catlin Insurance Company (UK) Ltd. is authorised and regulated by the Financial Services Authority (Firm Reference No. 423308). **You** can check their website www.fsa.gov.uk which includes a register of all the firms they regulate.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should we be unable to meet **our** obligations. Further information is available on www.fscs.org.uk or **you** may contact the FSCS on **0800 678 1100**.

Following this complaints procedure does not affect **your** legal rights.

Compensation

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk.

Endorsements, Special Clauses and Policy Exclusions

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

1 Alarm/Security Clause (1)

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 on 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)

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 on the **certificate**.

3 Subsidence, Landslip or Heave Exclusion Clause (3)

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

4 Flood Exclusion Clause (4)

It is hereby agreed that sections 1 and 2 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)

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 the trees as appropriate;

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

6 Thatch Clause (6)

It is **your** duty to ensure that:

- Where it is within **your** control **you** do not allow any bonfires/incinerators to be lit within 50 metres of the **premises**;
- All old thatch and thatching is burnt at a distance of more than 50 metres from the **premises**;
- No naked flames or tools producing naked flames be present in the attic or loft space at any time;
- Two fire extinguishers are kept in the home and are maintained in good working order; one of which must be stored in the kitchen and be dry powder.

If **you** fail to comply with the above duties this **policy** may become invalid in respect of loss or **damage** caused by fire.

7 Mortgage Interest Clause (7)

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 Fire, Lightning, Explosion, Earthquake and Aircraft Clauses (8)

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.

9 Minimum Security Clause (9)

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

- a) External Doors: By 5 Lever Mortice Deadlocks (conforming to British Standard 3621) or if a composite or UPVC type a multi locking point system.
- b) Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections or a multi locking point system.
- c) Windows: By key operated security locks to all ground floor and other accessible windows.

10 Flat Roof Clause (10)

It is **your** duty to ensure that under this **policy** that any areas of flat roof(s) shall be checked, at **your** own expense, at least every 3 years by an individual or **company** who are members of a recognised trade body and any faults rectified, with full records of inspections and works retained for inspection.

11 Monthly Payment Clause (11)

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.

12 Co-insurance Clause (12)

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**.

13 Bed-sit Clause (13)

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.*

14 Holiday Home Clause (14)

- 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 **empty or unoccupied** for 45 consecutive days or more or 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**.

15 Co-insurance Clause (15)

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**.

16 Empty or Unoccupied Clause (16)

It is a condition of this insurance that if a **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.

17 Theft Limitation Clause (17)

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.

18 Escape of Water and Oil Increased Excess (18)

The **property** is insured for **damage** by the escape of water from/or the freezing of any fixed domestic water or heating installation, but not the first £1,000 for each and every claim.

19 Theft or Attempted Theft and Malicious Damage (19)

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 clause 9 Minimum Security.

20 Increased Unoccupancy Period (20)

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 60 days, whenever a **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.

21 Damage Occasioned by the Tenant (21)

It is understood and agreed that this **policy** under sections 1 and 2 will cover riot, civil commotion, violent disorder, strike, labour disturbances; under section 2 only: theft and attempted theft occasioned by the tenant or others 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/permitted occupier.

22 Accidental Damage to Section 1 (22)

The following Peril Insured is added under Section 1 – Buildings:

j) **Accidental damage** but excluding:

- **Damage** caused by or specifically excluded from any other peril insured by this **policy**;
- Use of any article contrary to manufacturers' instructions;
- **Damage** caused by or arising from frost;
- Any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any **property**;
- Change in temperature, colour, flavour, texture or finish;
- Mechanical, electrical fault or breakdown;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

23 Accidental Damage to Section 1 (23)

The following Peril Insured is added under Section 2 – **Contents**:

j) **Accidental damage** but excluding:

- **Damage** caused by or specifically excluded from any other peril insured by this **policy**;

- Use of any article contrary to manufacturers' instructions;
- **Damage** caused by or arising from frost;
- Any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any **property**;
- Change in temperature, colour, flavour, texture or finish;
- The cost of repairing, removing or replacing frames following **damage** to mirrors, fixed glass in furniture and fixed glass;
- Mechanical, electrical fault or breakdown;
- **Damage** whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days.

24 Contents temporarily removed from the property (24)

Section 2 – **Contents** is extended to include **damage** by any Peril Insured to **contents** whilst they are temporarily removed from the **property**, provided that;

- Unless 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, cover will be limited to **damage** caused by or arising from 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 **damage** caused by or arising from fire, lightning, explosion, earthquake theft or attempted theft only;
- We will not be liable under this cover extension for:
 - i) **Money**;
 - ii) **Contents** in furniture depository;
 - iii) Any amount exceeding 20% of the **contents sum insured**.

25 Theft Exclusion Clause (25)

We will not be liable under this **policy** for **damage** caused by or arising from theft or attempted theft.

26 Escape of Water Exclusion (26)

It is hereby noted and agreed that Escape of Water under section 1 and section 2 is excluded under the insurance cover.

27 Maintenance Clause (27)

It is a condition precedent to 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 **you** would have received along with **your policy** documents.

28 Central Heating Condition (28)

Under paragraph **Empty or Unoccupied Property** of – Buildings and **Contents**:

a) The following condition is added:

- i) The central heating system must be set to operate continually at a minimum temperature of 13°C throughout the months of November, December, January, February and March;

b) The following condition is deleted:

- i) The water, gas and electricity supplies are turned off at the mains and the water system drained.

29 Empty or Unoccupied Property Excluded Perils (29)

We will not be liable under this **policy** for **damage** caused by or arising from the undernoted perils insured to any **property** insured whilst the **property** is left **empty or unoccupied** for any period exceeding 30 consecutive days:

- b) Theft or attempted theft consequent upon violent and forcible entry to or exit from the **property**;
- c) Riot, civil commotion, labour and political disturbances and strikes;
- d) Malicious **damage** and vandalism;
- f) Storm or flood;
- h) The escape of water from or the freezing of any fixed domestic water or heating installation;
- j) 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.

30 Theft and Malicious Damage Limitation for an Empty or Unoccupied Property (30)

We will not be liable for any amount in **excess** of £2,000 in respect of **damage** caused by or arising from theft or malicious **damage** whilst the **property** is **empty or unoccupied**.

31 Extended Cover on an Unoccupied Property (31)

In consideration of the additional premium paid hereon, it is hereby noted and agreed that this insurance will cover loss or **damage** caused by escape of water or oil, storm or flood, subsidence, heave or landslip, theft/attempted theft or malicious **damage**, which occurs whilst the **property** is **empty or unoccupied**.

Whilst the **property** is **empty or unoccupied**, the following conditions apply:

- 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;
- 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**;

Excess on this insurance will be the first £1,000 for each and every claim.

32 Third Party, Fire and Theft Endorsement (32)

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Section 1 and 2: Fire; explosion; lightning; earthquake; smoke; aircraft; theft; legal liability to others and legal liability for accidents to **domestic employees**.

33 Third Party, Fire, Flood and Theft Endorsement (33)

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Section 1 and 2: Fire; flood; explosion; lightning; earthquake; smoke; aircraft; theft; legal liability to others and legal liability for accidents to **domestic employees**.

34 Chimney Clause (34)

It is **your** duty to ensure that:

- All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned within 30 days of the inception date of this **policy** or not more than 6 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter **you** must have them cleaned at not more than 6 monthly intervals.
- **You** must keep in **your** possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this contract of insurance) for a period of 18 months. **You** will have to produce them for inspection if we ask for them.
- For the purposes of this contract of insurance "professionally" shall refer to an individual or company who are members of a recognised trade body.

If **you** fail to comply with any of the above duties this **policy** may become invalid in respect of loss or damage caused by fire.

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:

RESIDENTIAL LANDLORD INSURANCE
HOME BUILDINGS & CONTENTS
TENANTS CONTENTS INSURANCE
RENT & LEGAL PROTECTION

COMMERCIAL PROPERTY INSURANCE
OVERSEAS & UK HOLIDAY HOME
PERSONAL POSSESSIONS INSURANCE
TENANT REFERENCING

Rentguard is a trading style of RGA Underwriting Ltd, authorised and regulated by the Financial Services Authority no. 308993



Rentguard is Let Property Insurance

Rentguard

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587 1061

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