Contractor Building Contractor occupiers

Underwritten by RSA

# Rentguard

#### Introduction

Thank you for choosing Rentguard Insurance. This is your Homecare Insurance Policy, setting out your insurance protection in detail.

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

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

This **property** insurance has been arranged by **Rentguard** and is underwritten by a consortium of specialist insurers. The Lead Insurers are Royal & Sun Alliance Insurance plc, No. 93792. Registered in England & Wales at St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL. Also underwritten by Allianz Insurance plc, No. 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB and Groupama Insurance Company Limited No. 995253. Registered in England at 6th Floor, One Amercia Square, 17 Crosswall, London, EC3N 2LB.

**Rentguard**, Royal & Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www. fas.gov.uk/register or by contacting them on 0845 606 1234.

**We** adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>. **Your** personal details and information provided are also covered by the Data Protection Act.

This product meets the demands and needs of Owner Occupiers who wish to protect their private permanent residence and/or contents against a range of events such as fire, theft, and weather related losses throughout the duration of the policy.

1

# **Homecare Insurance Policy**

# **Contents**

•	Your Policy	3
•	Important Telephone Numbers	4
•	Definitions	5
•	General Conditions	6
•	Claims Conditions	8
•	How We Settle Claims	9
•	General Exclusions	10
•	Inflation Protection	11
•	Contents Standard Cover	12
•	Contents Additional Cover	21
•	Personal Possessions	22
•	Buildings Standard Cover	25
•	Buildings Additional Cover	30
•	Personal Accident	30
•	Endorsements, Special Terms & Conditions	31
•	Making Yourself Heard	33

# **Your Policy**

Welcome to your Homecare insurance policy and thank you for choosing Rentguard Insurance.

The information you have supplied forms part of the contract of insurance with us your policy is evidence of that contract you should read it carefully and keep it in a safe place.

In return for having accepted **your** premium, **we** will, in the event of injury, loss or damage happening within the **period of insurance**, provide insurance as described in the following pages and referred to in your **certificate**.

If after reading these documents **you** have any questions, please contact your insurance adviser.

#### **Important**

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

**Your** attention is drawn to the Complaints procedure (Making Yourself Heard) on page 33.

#### The Law applicable to this Policy

**You** are free to choose the law applicable to this **policy**. **Your policy** will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

3

# **Important Telephone Numbers**

Claim Notification Line In the event of a claim telephone us on this number	0208 587 1060	If you need to make a claim, we tell you the process to follow. You should also read the Claim Conditions. Please read the conditions and process before ringing the claims line.  The conditions and process to follow can be found on pages 8 and 9.
Customer Services	0208 587 1060	

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

## **Definitions**

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or certificate.

These words are highlighted by the use of **bold print**.

#### **Buildings**

The structure of the **home** including fixtures and The person or persons named in the **certificate** fittings and the following (if they form part of the as the Policyholder. property): oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and outbuildings.

#### Company/Our/Us/We

Royal & Sun Alliance Insurance plc (Lead Insurer), Allianz Insurance plc and Groupama Insurance Company Limited as insurers and Rentguard as administrators of your policy.

#### **Domestic Staff**

A person employed to carry out domestic duties associated with the home and not employed by you in any capacity in connection with any business trade profession or employment.

#### Endorsement(s)

A change to the terms of the policy as shown under endorsements in the certificate.

#### **Excess**

The amount you are required to pay as the first part of each and every claim made.

#### Family/They

Your domestic partner, children, domestic staff and any other person all permanently residing with Not lived in by you or your family for more than you and not paying a commercial rent.

#### Home

The private residence shown in the **certificate** including its garages and **outbuildings**, if they form part of the property.

#### Insured/You/Your

- Sheds:
- Greenhouses;
- Summer houses:

Other buildings;

which do not form part of the structure of the main building of the home and are used or occupied for domestic purposes.

#### **Period of Insurance**

The dates shown in the **certificate**.

#### Policy

Your policy booklet and most recent certificate and any endorsements attached or issued.

#### Rentguard

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

#### Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

#### Unoccupied

90 consecutive days or occupied by squatters.

Your policy is designed to help you understand the extent of cover provided.

You will find on many pages these headings:

What is covered	What is not covered
These sections are printed on a light grey background and give detailed information on the insurance provided and must be read with 'What is not covered' at all times.	These sections shown on a dark grey background draw <b>your</b> attention to what is not included in the scope of <b>your policy</b> .

#### **General Conditions**

**You** and **your family** must comply with the following conditions to have the full protection of **your policy**.

If **you** or **your family** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

#### Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured.

Full value means:

#### For the **buildings**:

- The estimated cost of rebuilding if the **buildings** were completely destroyed.
- This is not the market value.

#### For the contents:

- The current cost as new (other than for clothes furs and household linen).
- For clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

#### Changes in your circumstances

**You** must notify **us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- Change of address;
- Structural alteration to your home;
- If you or your family intend to let or sub-let your home;
- If you or your family intend to use your home for any reason other than private residential purposes;
- · If your home will be unoccupied;
- If **you** or **your family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences.

We will then advise you of any change in terms.

If you are in any doubt please ask your insurance adviser.

#### Taking care of your property

**You** and **your family** must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage.

**You** must maintain the property insured in good repair; A full list of these requirements is provided in the maintenance guide, which is available on **our** website at www.rentguard.co.uk/mainclause.

#### **Protection**

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

#### **Precious Stones**

The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

#### **Our Rights**

**We** shall not be bound to accept any renewal of this **policy** and may at any time give 7 days' notice of cancellation by recorded delivery to **your** last known address. Thereupon **you** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this **policy** provided that there have been:

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

during the current period of insurance.

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

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

#### **Your Rights**

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

**You** are entitled to a period of 14 days in which to consider the content of **your** insurance **policy** and the extent of cover therein. Cancellation of **your policy** within 14 days, from inception, is therefore subject to a full refund.

Provided that there have been:

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

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

If there has been no claim or incident likely to give rise to a claim during the current **period of insurance**, **we** will calculate the premium for the period **you** have been insured and refund any balance.

If a claim has been submitted during the current **period of insurance**, no premium refund will be given.

#### Premiums paid and up to date

If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments. Alternatively the outstanding instalments will be deducted from any claim payment that may be due to **you**.

7

#### **Claims Conditions**

**You** and **your family** must comply with the following claims conditions to have the full protection of **your policy**.

If **you/they** do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

#### Claims procedure

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

If there has been malicious damage theft or attempted theft, **you** must also tell the police immediately - incidents involving personal possessions must be reported with 24 hours.

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

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

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

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

#### **Control of claims**

Do not admit, deny, negotiate or settle a claim without **our** written consent. However, **you** should make emergency/temporary repairs to the property to prevent further damage.

#### Our special rights

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

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

**We** may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy; we** will do this at **our** expense.

#### 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.

#### **Arbitration**

If **we** admit liability for a claim but **you** cannot agree with **us** the amount to be paid, the disagreement will be referred to an arbitrator appointed jointly by **you** and **us** in accordance with the law in force at the time. **You** will not be able to take action in law against **us** over this disagreement until the arbitrator has made his award.

#### Fraud

If a claim is fraudulent, in any respect, or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy** or if any damage is caused by **your** wilful act or with **your** connivance, all benefit under the **policy** will be forfeited.

8

#### **How We Settle Claims**

#### Buildings, contents and personal possessions sections

**We** will at **our** option repair reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** do pay cash, the sum payable will reflect any discounts **we** may have received, had **we** replaced the property. The sums insured will not be reduced by any claim.

An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation a repair or a replacement where appropriate.

#### Matching sets suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

#### Will a deduction be made for wear and tear?

**Contents** – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 6).

The **buildings** – If repair or reinstatement is carried out, there will be no deduction, provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (see General Conditions on page 6).

9

## **General Exclusions**

These exclusions apply throughout your policy.

#### We will not pay for

#### **Riot/Civil Commotion**

Any loss damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

#### **Sonic Bangs**

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### **Pre-existing Damage Liability or Injury**

This policy does not cover damage, liability or injury occurring before the cover under your policy started.

33 Dec 2009v2

#### **Illegal Activities Exclusion**

We will not be liable for any loss or damage caused as a result of the property being used for illegal activities.

#### Reduction in Market Value

Any reduction in market value of any property following its repair or reinstatement.

#### Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

#### The exclusions above do not apply to the following covers:

- LIABILITY TO domestic staff;
- TENANT'S LIABILITY;
- LIABILITY TO THE PUBLIC.

#### **Radioactive Contamination**

- Loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- Any legal liability;

directly or indirectly caused by or contributed to by or arising from:

- i) Ionising radiations or contamination by radioactivity from any irradiated 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 assembly or of its nuclear component.

#### **War Risks**

Any loss or damage or liability occasioned by or happening through war, invasion act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### **Terrorism**

Any loss or damage or cost or expenses of whatsoever nature, directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

#### Pollution/Contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at your home.

#### **Date Change**

- Loss or damage to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit embedded chip or similar device, computer software programme or process or any other electrical or electronic system directly or indirectly caused by:
  - Failure to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.
  - ii) Computer viruses.
- Legal liability directly or indirectly arising from:
  - Any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit embedded chip or similar device, computer software programme or process or any other electrical or electronic system failing to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.
  - ii) Computer viruses.

Subsequent loss or damage or legal liability for which cover is in force under this **policy** is not affected.

## **Inflation Protection**

To help protect **you** against the effect of inflation, sums insured under **contents** and personal possessions and **buildings** will be adjusted at the end of each month by the percentage increases in the following indices:

#### Contents/Personal Possessions

The Consumer Durables section of the Retail Price index compiled by the Office for National Statistics.

#### **Buildings**

The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable, we will use a suitable alternative index.

We will not reduce the sums insured or monetary limits if an index should fall.

The premium at renewal for the next **period of insurance** will be based on any increased sum insured.

Although **you** have the benefit of inflation protection, **you** should not rely on this alone to keep the **buildings** and **contents** and personal possessions sums insured at the correct level.

The value of **your buildings** or **contents** or personal possessions may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition to insure for the correct sum (see page 6).

# **Contents Standard Cover**

**Your** certificate will show if this section is in force. Inflation protection applies (see page 11). Where accidental damage is noted, it will only be in force if it is shown to be insured on your certificate and statement of fact.

certificate and statement of fact.	
What is covered	What is not covered
All of the following things are included, provided that they belong to <b>you</b> or <b>your family</b> or <b>you</b> or <b>they</b> are legally responsible for them and they are mainly used for private purposes:	a) Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's
Household Goods This includes fixtures, fittings and interior	motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements,
decorations.	wheelchairs models and toys are covered; b) Parts, accessories, tools, fitted radios,
Personal Effects  This means clothes and articles of a strictly	cassette players and compact disc players for the things in a) above;
personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports	c) Any living creature;
equipment and pedal cycles. It does not include valuables or money.	d) Property more specifically insured by any other insurance;
Valuables Valuables	e) Documents other than as shown in cover 20;
This means jewellery (including costume	f) Lottery tickets and raffle tickets; q) Any part of the structure of the <b>buildings</b>
jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes	other then fixtures and fittings for which <b>you</b> are responsible as occupier;
video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.	h) Property mainly used for business trade profession or employment purposes.
Money	
This means coins, bank notes in current use, postal orders, postage stamps (which are not part of a collection) trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets (including season tickets) petrol coupons, gift tokens, phonecards, prebooked event and entertainment tickets and electronic money cards.	

#### What is the most we will pay?

We will not pay more in total than the sum insured for contents shown in your policy certificate; for any one claim under causes 1-11 and covers 12-18, 20, 22-24, 29 and 30. **We** will pay, in addition, amounts due under cover 19 21 and 25-28 up to the limits shown;

The following limits apply:

For any one valuable - 5% of the **contents** sum insured; For any one claim for valuables - one third of the **contents** sum insured;

- £250. For money

These are the standard limits if you have increased any of them the revised limits which apply to your policy will be shown in your certificate.

<b></b>	cy will be snown in your certificate.			
	What is covered			What is not covered
CO	ss or damage to <b>your</b> or <b>your family's</b> <b>ntents</b> while they are in the <b>home</b> by owing causes:			ount of the <b>excess</b> shown in the <b>exte</b> except for covers 25, 26 and 27.
1.	Fire, smoke, explosion, lightning, earthquake.	1.		oke, damage arising gradually or out of eated exposure.
2.	Storm or flood. Storms normally means very windy conditions accompanied by heavy rain hail or snow Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.	2.	b)	Loss or damage by frost; Loss or damage to property in the open; Loss or damage caused by rising ground water levels.
3.	Theft or attempted theft. Minimum security precautions <b>endorsement</b>	3.	a)	Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .
	may apply – see <b>certificate</b> .		b)	Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible irrecoverable or irredeemable for any reason.
			the	will not pay for the following, unless re has been forcible and violent entry to exit from the <b>home</b> :
			a)	Loss or damage from the <b>home</b> if any part of it is occupied by anyone but <b>you</b> or <b>your family</b> ;
			b)	Loss or damage from any part of the <b>home</b> which is used for any business, trade profession or employment purposes;
4.	Escape of water from: a) A fixed:	4.		s or damage while the <b>home</b> is occupied or unfurnished.
	i) Water installation; ii) Drainage installation; iii) Heating installation. b) Washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.		cov	mage caused by the escape of water is ered but damage to the installation is y covered if an insured cause or cover is erative.

What is covered	What is not covered
<ol> <li>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.</li> </ol>	5. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .  Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.
6. Malicious persons or vandals.	6. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .  Minimum security precautions <b>endorsement</b> may apply – see <b>certificate</b> .
7. Riot, civil commotion, strikes, labour and political disturbances.	
Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.	Loss or damage resulting from coastal or river bank erosion.
9. Collision by: a) Aircraft; b) Aerial devices; c) Road or rail vehicles; d) Animals.  or anything dropped from them	9. Loss or damage caused by: a) Domestic pets; b) Insects.
10. Falling trees or branches.	<ul><li>10. a) The cost of removal of the fallen tree or branch.</li><li>b) loss or damage caused during tree felling lopping or topping.</li></ul>
<ul> <li>11. Breakage or collapse of: <ul> <li>a) Satellite dishes maximum limit £500;</li> <li>b) TV or radio aerials aerial fittings or masts;</li> <li>c) Lampposts;</li> <li>d) Telegraph poles;</li> <li>e) Electricity pylons poles or overhead cables.</li> </ul> </li> <li>The following covers are included in this section:</li> </ul>	11. Loss or damage to the items themselves.  Cover for items in or on the <b>home</b> may be covered – see cover 12 over page.

What is covered	What is not covered		
HOME ENTERTAINMENT EQUIPMENT     Accidental damage to:     a) Television sets and their aerials;     b) Radios;	12. a) Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop, computers, portable compact disc players, portable televisions;		
c) Record players, compact disc players and tape recorders;	b) Mechanical or electrical breakdown or failure;		
d) Video recorders; e) DVD players;	c) Damage to records discs cassettes and tapes;		
f) Home computers; g) Cable/satellite/digital television	<ul> <li>d) Accidental damage or contamination to computers or computer equipment by:</li> </ul>		
receivers.	i. Erasure or distortion of data;		
	ii. Accidental erasure or mislaying or misfiling of documents or records;		
	iii. Viruses.		
	e) Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering;		
	<ul> <li>f) Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> </ul>		
	g) Damage to equipment not in or on the home;		
	h) Loss or damage by chewing, scratching, tearing or fouling by domestic pets;		
	i) Damage caused by wear and tear;		
	<li>j) Damage caused by rot, fungus, insects or vermin;</li>		
	<ul> <li>k) Damage caused by the action of light or any atmospheric or climatic condition;</li> </ul>		
	Damage caused by any gradually operating cause.		
13. MIRRORS AND GLASS Accidental breakage of:	13. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> ;		
a) Mirrors;	b) Loss or damage to <b>your</b> or <b>your</b>		
b) Fixed glass in and glass tops of furniture;	family's contents, while they are not in the home.		
<ul> <li>c) Ceramic hobs and ceramic tops of cookers;</li> </ul>			
d) Glass oven doors.			
14. REPLACEMENT OF LOCKS	14. The cost of replacing keys and locks to a		
We will pay for the cost of replacing keys and locks or lock mechanisms to:	garage or <b>outbuilding.</b> We will only pay under contents standard		
<ul> <li>a) External doors and windows of the home;</li> </ul>	cover or buildings standard cover if both sections are insured for any one claim.		
<li>b) A safe within or an alarm protecting the home;</li>			
following the theft of keys.			
<b>We</b> will not pay more than £500 for any one claim.			

#### What is covered

#### 15. CREDIT CARD LIABILITY

You or your family's liability under the terms of any credit card, cheque card or cash dispenser, card agreement as a direct result of its theft from the home and following its unauthorised use by any person not related to or residing with you.

**We** will not pay any more than £250 for any one claim.

Do not forget to immediately inform the police and issuing authorities in the event of a loss.

# 16. ACCIDENTAL LOSS OF OIL AND METERED WATER

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

We will not pay more than £500 for any one claim.

#### 17. Contents REMOVED TO THE GARDEN

Loss or damage by causes 1-11 to **contents** while in the open within the boundaries of the land belonging to the **home.** 

We will not pay more than £500 for any one claim.

#### 18. TEMPORARY REMOVAL

Loss or damage by causes 1-11 to the **contents** temporarily removed from the **home** to:

- a) Any bank or safe deposit:
- b) Any occupied private dwelling;
- Any building where you or your family are working or temporarily residing while:
  - Anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean;

or

Anywhere in the world for up to 60 days during any period of insurance.

**We** provide insurance protection for **contents** in the **home** during normal periods of unoccupancy, for example when **you** are on holiday.

However if **you** are going away for 90 consecutive days or more, if the **home** is to be vacated, please tell **us** as this will affect the terms of **your policy**.

#### What is not covered

- 15. Any loss unless:
  - a) You or your family have complied with the terms and conditions of the issuing authority;
  - b) Any loss or claim due to accounting errors or omissions.
- 16. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
- 17. Loss or damage to:
  - a) Valuables or money;
  - b) Plants and trees.
- 18. Loss or damage:
  - a) By theft unless it involves forcible and violent entry to or exit from a building;
  - b) From a caravan, mobile home or motor home;
  - Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.

What is covered	What is not covered
What is covered  19. ALTERNATIVE ACCOMMODATION  While the home cannot be lived in because of loss or damage covered by this policy, we will pay for:  a) Rent payable for which you are legally liable;  or  b) The reasonable increased cost of alternative accommodation for you and your family and your domestic pets.  We will not pay more than 20% of the sum insured for contents for any one claim.  20. DOCUMENTS  Loss or damage by causes 1-11 to documents (other than money) whilst:  a) Within the main building of the home; or  b) Deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world.  We will not pay more than £250 for any one claim.  21. AUTOMATIC INCREASE IN SUM INSURED FOR GIFTS AND PROVISIONS	20. a) Property more specifically insured by any other insurance; b) Property mainly used for business trade profession or employment purposes.
The <b>contents</b> sum insured is automatically increased for gifts and provisions:  a) During the months of November and December;  b) During the period 30 days before and 30 days after <b>your</b> or <b>your family's</b> wedding. <b>We</b> will not pay more than 10% of the sum insured for <b>contents</b> for any one claim.  22. VISITOR'S PERSONAL EFFECTS Loss or damage by causes 1-11 to visitor's personal effects whilst contained within the <b>home. We</b> will not pay more than £500 for each visitor for any one claim.	22. Loss or damage specifically excluded under <b>contents</b> standard cover.
23. DOMESTIC STAFF'S PERSONAL EFFECTS Loss or damage by causes 1-11 to <b>domestic staff</b> 's personal effects contained within the <b>home.</b> We will not pay more than £500 for each member of <b>domestic staff</b> for any one claim.	23. Loss or damage specifically excluded under contents standard cover.

# What is covered

#### 24. FROZEN FOOD

Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:

- a) A change in temperature;
- b) Contamination by refrigerant fumes.

The refrigerator or deep freeze cabinet must be:

- a) In the home;
- Owned by or the responsibility of you or your family.

We will not pay more than £500 for any one claim.

#### 25. LIABILITY TO domestic staff

Any amount that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands or the Isle of Man.

**We** will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by **us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

#### What is not covered

- 24. Loss or damage resulting from:
  - The deliberate act of you or your family or any electricity supplier;
  - b) Strike, lock-out or industrial dispute;
  - Property more specifically insured by any other insurance;
  - d) Property mainly used for business trade profession or employment services.

- 25. You or your family's legal liability to pay compensation or costs arising from bodily injury (including death) sustained by any domestic staff when domestic staff are:
  - a) Carried in or upon a vehicle;
  - b) Entering or getting on to or alighting from a vehicle:

where such bodily injury or illness (including death) is caused by or arises out of the use by **you** or **your family** of a vehicle.

For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

26. TENANT'S LIABILITY (applicable if the home is rented) Any amount that you or your family become legally liable to pay as tenant of the home in respect of: a) Damage to the buildings by any cause specified under buildings standard cover of this policy; b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home; c) Accidental breakage of: i) Fixed glass in:	26. TENANT'S LIABILITY (applicable if the home is rented) Any amount that you or your family become legally liable to pay as tenant of the home in respect of: a) Damage to the buildings by any cause specified under buildings standard cover of this policy; b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home; c) Accidental breakage of: i) Fixed glass in:  • Windows; • Doors; • Fanlights; • Skylights; • Greenhouses; • Conservatories; • Verandahs. ii) Fixed caramic hobs or hob covers; iii) Fixed sanitaryware and bathroom fittings.  We will not pay more than 10% of the sum insured for contents for any claim or series of claims arising from any one event or one		
(applicable if the home is rented) Any amount that you or your family become legally liable to pay as tenant of the home in respect of:  a) Damage to the buildings by any cause specified under buildings standard cover of this policy;  b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home;  c) Accidental breakage of:     i) Fixed glass in:         • Windows;         • Doors;         • Fanlights;         • Skylights;         • Greenhouses;         • Conservatories;         • Verandahs.  ii) Fixed ceramic hobs or hob covers; iii) Fixed sanitaryware and bathroom fittings.  We will not pay more than 10% of the sum insured for contents for any claim or series of claims arising from any one event or one	(applicable if the home is rented) Any amount that you or your family become legally liable to pay as tenant of the home in respect of:  a) Damage to the buildings by any cause specified under buildings standard cover of this policy;  b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home;  c) Accidental breakage of: i) Fixed glass in:	What is covered	What is not covered
		(applicable if the home is rented)  Any amount that you or your family become legally liable to pay as tenant of the home in respect of:  a) Damage to the buildings by any cause specified under buildings standard cover of this policy;  b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home;  c) Accidental breakage of:    i) Fixed glass in:	26. Loss or damage to gates, hedges and fences.

#### What is covered

#### 27. LIABILITY TO THE PUBLIC

Any amount that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:

- a) Death, bodily injury or illness of any person not an employee of either you or your family;
- b) Damage to property not belonging to or in the custody or control of you or your family or domestic staff;

and arising from:

- i) The occupation of the **home** (but not its ownership);
- ii) The private pursuits of you or your family;
- iii) The employment by you or your family of domestic staff.

**We** will not pay more than £2,000,000 (which includes costs and expenses agreed by **us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

#### 28. UNRECOVERED DAMAGES

**We** will pay the amount of any award of damages made in **your** or **your family's** favour which:

- a) Is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under LIABILITY TO THE PUBLIC had you or your family been responsible for the injury or damage;
- b) Is made by a court within the United Kingdom, the Isle of Man or Channel Islands:
- Is still outstanding six months after the date on which it is made;
- d) Is not the subject of an appeal.

**We** will not pay more than £1,000,000 in respect of any one award.

#### What is not covered

- 27. Legal liability to pay compensation or costs arising from:
  - a) Any business trade profession or employment;
  - b) The transmission of any communicable disease or virus;
  - c) The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but we will cover liability arising from the ownership possession or use of lawn mowers, garden implements, wheelchairs and models;
  - d) The ownership, possession or use of watercraft (which includes sailboards and windsurfers), aircraft, caravans and trailers but we will cover liability arising from the ownership, possession or use of models toys, any hand or foot propelled watercraft under 5 metres in length and surfboards;
  - e) The ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable);
  - f) Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

# **Contents Additional Cover**

Your certificate will show if this extension has been chosen

What is covered	What is not covered
29. Accidental loss or damage to <b>contents</b> whilst in the <b>home.</b>	29. a) Any loss or damage specifically excluded under <b>contents</b> standard cover;
willist in the <b>nome.</b>	b) Accidental loss or damage:
	i) By mechanical or electrical breakdown or failure;
	ii) Arising from the cost of remaking any film disc or tape or the value of any information contained on it;
	iii) Caused by or in the process of cleaning, maintenance, repair dismantling, restoring, altering, dyeing or washing;
	iv) By chewing, scratching, tearing or fouling by domestic pets;
	v) By wear and tear;
	vi) By rot, fungus, insects or vermin;
	vii) By the action of light or any atmospheric or climatic condition;
	viii) By any gradually operating cause;
	ix) To contact lenses;
	x) To food drink or plants;
	xi) Specifically provided for under <b>contents</b> standard cover;
	xii) To computers or computer equipment:
	By erasure or distortion of data;
	<ul> <li>By accidental erasure or mislaying or misfiling of documents or records;</li> </ul>
	By viruses;
	By contamination;
	xiii) Arising from depreciation in value or consequential loss;
	xiv) While the <b>home</b> is <b>unoccupied</b> or <b>unfurnished.</b>
30. HOUSE REMOVAL	30. Accidental loss or damage:
Accidental loss or damage to <b>contents</b>	a) To <b>money;</b>
whilst in the course of removal by professional removal contractors from the <b>home</b> to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.	b) To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors;
	c) To jewellery;
	d) During sea transit;
	e) Whilst the <b>contents</b> are in storage;
	f) By mechanical or electrical breakdown o failure.

#### Personal Possessions

**Your certificate** will show if this section is in force. Inflation protection applies (see page 12).

#### What are personal possessions?

All of the following things are included provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them and they are mainly used for private purposes.

#### **Personal Effects**

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable compact disc players, portable televisions, sports equipment and pedal cycles It does not include **valuables** or **money**.

#### **Valuables**

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

#### Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

If a reduced premium rate applies for items permanently kept in **your** bank, **we** must be notified of their removal otherwise no cover will be operative.

#### What is the most we will pay?

**We** will not pay more than the sum insured shown in total for personal possessions in **your policy** for any one claim.

NB: The sum insured for Personal Possessions is included within the sum insured for **contents** standard cover and is not in addition to it.

The following limits apply:

For **money** - £500; For credit cards - £250; For any one pedal cycle - £400; For any one unspecified article - £2,000;

These are the standard limits.

If you have increased any of them, the revised limits which apply to your policy will be shown in your certificate.

	What is covered			What is not covered
1.	Loss or damage to valuables, money and personal effects belonging to you or your family whilst:  a) Anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean islands and those countries bordering the Mediterranean;  or  b) Anywhere in the world for up to 60 days during any period of insurance.	1.	sch Los a) b) c) d) e) f) i) j) k)	a amount of the excess shown in the ledule state of all the ledule states of the value of any film, disc or tape or the value of any information contained on it;  Caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering;  Caused by chewing, scratching, tearing or fouling by domestic pets;  Caused by rot, fungus, insects or vermin;  Caused by any gradually operating cause or wear and tear;  Caused by theft or attempted theft from an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked;  To items not in the care, custody or control of you or your family or an authorised person;  Caused by theft or attempted theft from an unlocked hotel room;  By depreciation in value or consequential loss;  By mechanical or electrical breakdown or failure;  To watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's found or cars, quad bikes and children's motor cars, quad bikes and children's motor cars, quad bikes and children's motor cars, quad bikes and children's found bikes), but lawn mowers, garden implements, wheelchairs, models and toys are covered;  To parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above;  By theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle;  To any property mainly used for business trade profession or employment purpose;  To plants or any living creature;

23 Dec 2009v2

(continued on next page)

p) To documents;q) To contact lenses;

What is covered	What is not covered
	r) Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason; s) Specifically provided for elsewhere in
	this <b>policy</b> ;
	t) To computers or computer equipment:
	i) By erasure or distortion of data;
	<ul><li>ii) By accidental erasure or mislaying or misfiling of documents or records;</li><li>iii) By viruses;</li></ul>
	iv) By contamination.
	u) While the home is left unoccupied or unfurnished;
	v) To property more specifically insured by any other insurance;
	w) To lottery tickets and raffle tickets.
<ol><li>You or your family's liability under the terms of any credit card or cash dispenser</li></ol>	2. Any loss or claim:
card agreement, as a direct result of its unauthorised use by any person not related	<ul> <li>a) Unless you and your family have complied with the terms and conditions of the issuing authority;</li> </ul>
to or residing with <b>you</b> or <b>your family.</b>	b) Due to accounting errors or omissions.

# **Buildings Standard Cover**

**Your certificate** will show if this section is in force. Inflation protection applies (see page 12).

## What is the most we will pay?

**We** will not pay more in total than the sum insured shown for **buildings** in **your policy certificate** for any one claim under causes 1-11 and covers 13, 14, 15, 17, 18 and 20. **We** will pay, in addition, amounts due under covers 12, 16 and 19 up to the limits shown.

What is covered	What is not covered	
Loss or damage to the <b>buildings</b> by the following causes:  1. Storm or flood Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.	The amount of the excess shown in the certificate (increased for cause 4).  Not applicable to cover 19.  1. Loss or damage:  a) By subsidence ground heave or landslip;  b) To gates, hedges, fences, drives or paths;  c) To radio or television aerials*;  d) By frost;  e) Caused by rising ground water levels.  * May be covered under the contents standard cover section if you have chosen this cover.	
<ul> <li>2. Escape of water from or frost damage to: <ul> <li>a) A fixed:</li> <li>Water installation;</li> <li>Drainage installation;</li> <li>Heating installation.</li> </ul> </li> <li>b) A washing machine dishwasher water bed refrigerator or deep freeze cabinet.</li> <li>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search but we will not pay more than £5,000 for locating the source of damage for any one claim.</li> </ul>	2. Loss or damage:  a) While the home is unoccupied or unfurnished;  b) By subsidence, ground heave or landslip; c) By dry rot;  Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.	
3. 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. <b>We</b> will also pay the necessary costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall floor or ceiling if removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.	3. Loss or damage while the home is unoccupied or unfurnished.  Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.	

#### What is covered What is not covered 4. Subsidence or ground heave of the site on 4. The amount of the excess Shown in the which the **buildings** stand or landslip. certificate. Damage to your home caused by the Loss or damage: ground moving is covered whether this a) Caused by normal settlement shrinkage movement is downwards due to subsidence or expansion: upwards due to heave or sideways due to b) Resulting from coastal or river bank landslip. erosion: Subsidence is the downward movement of a c) Arising from construction, structural building foundation caused by loss of support alteration, repair or demolition; of the site beneath the foundations. d) Arising from the use of defective This is usually associated with volumetric materials, defective design or faulty changes in the subsoil and is covered by workmanship: the **policy.** Settlement is movement due to the distribution or re-distribution loading e) To boundary and garden walls, terraces, and stresses within the various elements gates, hedges and fences paths and of construction This usually occurs in the drives, patios, tennis hard courts, early stages of the life of the building is not swimming pools unless the **home** has normally a continuing problem and is not been damaged at the same time by the covered by the policy. same cause; f) To or resulting from movement of solid floor slabs and non load bearing walls unless the foundations beneath the load bearing walls of the **home** are damaged at the same time by the same cause. 5. Theft or attempted theft. 5. Loss or damage while the home is unoccupied or unfurnished. Minimum security precautions endorsement may apply - please refer to your certificate and statement of fact. 6. Collision by: 6. Loss or damage caused by: a) Aircraft; a) Domestic pets; or b) Aerial devices; anything b) Insects. c) Road or rail vehicles; dropped d) Animals. from them. 7. Falling trees or branches. 7. a) The cost of removal if the fallen tree or branch has not caused damage to the buildings; b) Loss or damage caused during tree felling lopping or topping.

- 8. Breakage or collapse of:
  - a) Satellite dishes;
  - TV or radio aerials aerial fittings or masts;
  - c) Lampposts;
  - d) Telegraph poles;
  - e) Electricity pylons poles or overhead cables.
- 9. Fire, smoke, explosion, lightning, earthquake.
- 10. Malicious persons or vandals.

- Loss or damage to the items themselves.
   Certain items may be covered under the contents standard cover section, if you have chosen this cover.
- 9. Smoke damage arising gradually out of repeated exposure.
- 10. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

11. Riot, civil commotion, strikes, labour and political disturbances.  The following covers are included in this section:  12. DEBRIS REMOVAL AND BUILDING FEES Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by buildings standard cover for:  a) Architects, surveyors, consulting engineers and legal fees; b) The cost of clearing debris from the site or demolishing or shoring up the buildings; c). The cost to comply with government or local authority requirements.  We will not pay more than 10% of the sum insured for buildings for any one claim.  13. SERVICE PIPES AND CABLES Accidental damage to: a) Cables; b) Drain inspection covers; c) Underground drains pipes or tanks providing services to or from the home and for which you are responsible.  We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search but we will not pay more than £5,000 for locating the source of damage for any one claim.  14. GLASS AND SANITARY WARE Accidental breakage of: a) Fixed glass in: i) Windows; ii) Doors; iii) Fanlights; iv) Skylights; v) Greenhouses; vi) Conservatories; vi) Vorandas. b) Fixed ceramic hobs or hob covers; c) Fixed sanitary ware and bathroom fittings.	What is covered	What is not covered
section:  12. DEBRIS REMOVAL AND BUILDING FEES  Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by buildings standard cover for:  a) Architects, surveyors, consulting engineers and legal fees; b) The cost of clearing debris from the site or demolishing or shoring up the buildings; c). The cost to comply with government or local authority requirements.  We will not pay more than 10% of the sum insured for buildings for any one claim.  13. SERVICE PIPES AND CABLES  Accidental damage to: a) Cables; b) Drain inspection covers; c) Underground drains pipes or tanks providing services to or from the home and for which you are responsible.  We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search but we will not pay more than £5,000 for locating the source of damage for any one claim.  14. a) Loss or damage while the home is unoccupied or unfurnished; b) Damage to property that does not form part of the home.  Remember it is a condition of your policy that the property must be kept in good repair at all times.  14. a) Loss or damage while the home is unoccupied or unfurnished; b) Damage to property that does not form part of the home.  Remember it is a condition of your policy that the property must be kept in good repair at all times.		
Necessary expenses for rebuilding or repairing the <b>buildings</b> as a result of damage covered by buildings standard cover for:  a) Architects, surveyors, consulting engineers and legal fees; b) The cost of clearing debris from the site or demolishing or shoring up the <b>buildings</b> ; c). The cost to comply with government or local authority requirements. <b>We</b> will not pay more than 10% of the sum insured for <b>buildings</b> for any one claim.  13. SERVICE PIPES AND CABLES Accidental damage to: a) Cables; b) Drain inspection covers; c) Underground drains pipes or tanks providing services to or from the <b>home</b> and for which <b>you</b> are responsible. <b>We</b> will also pay the necessary and reasonable costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.  14. GLASS AND SANITARY WARE Accidental breakage of: a) Fixed glass in: j) Windows; ii) Doors; iii) Fanlights; iv) Skylights; v) Greenhouses; vi) Conservatories; vii) Verandas. b) Fixed ceramic hobs or hob covers; c). Fixed sanitary ware and bathroom		
c). Fixed sanitary ware and bathroom	12. DEBRIS REMOVAL AND BUILDING FEES  Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by buildings standard cover for:  a) Architects, surveyors, consulting engineers and legal fees; b) The cost of clearing debris from the site or demolishing or shoring up the buildings; c). The cost to comply with government or local authority requirements.  We will not pay more than 10% of the sum insured for buildings for any one claim.  13. SERVICE PIPES AND CABLES  Accidental damage to: a) Cables; b) Drain inspection covers; c) Underground drains pipes or tanks providing services to or from the home and for which you are responsible.  We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search but we will not pay more than £5,000 for locating the source of damage for any one claim.  14. GLASS AND SANITARY WARE  Accidental breakage of: a) Fixed glass in: i) Windows; ii) Doors; iii) Fanlights; iv) Skylights; v) Greenhouses; vi) Conservatories;	accidental damage then unless one of the other causes is operative there will be no cover.  14. a) Loss or damage while the home is unoccupied or unfurnished;  b) Damage to property that does not form part of the home.  Remember it is a condition of your policy that the property must be kept in good
	c). Fixed sanitary ware and bathroom	

# What is covered What is not covered

#### 15. REPLACEMENT OF LOCKS

**We** will pay for the cost of replacing keys and locks or lock mechanisms to:

- a) External doors and windows of the home;
- b) A safe within or an alarm protecting the home;

following the theft of their keys.

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

#### 16. ALTERNATIVE ACCOMMODATION

While the **home** cannot be lived in because of loss or damage covered under buildings standard cover.

We will pay for:

 a) The reasonable increased cost of alternative accommodation for you and your family and your domestic pets;

or

b) The amount of rent you and your family lose.

**We** will not pay more than 20% of the sum insured for **buildings** for any one claim.

#### 17. EMERGENCY ENTRY

Loss or damage to the **buildings** caused when the fire police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family.** 

#### 18. CONTRACTING PURCHASER

If you have contracted to sell the home the purchaser shall have the full protection of your policy in respect of the buildings up to the date of completion of the purchase as long as the home is not covered by any other insurance.

15. The cost of replacing keys and locks to a garage or **outbuilding**.

**We** will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.

#### What is covered

#### 19. PROPERTY OWNER'S LIABILITY

Any amount that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **your** ownership (but not occupation) of the premises which causes accidental death bodily injury or illness to any person or damage to property.

**We** will not pay more than £2,000,000 (including costs and expenses agreed by **us** in writing) for any claim or series of claims arising from any one event or one source or original cause.

#### What is not covered

- 19. **Your** legal liability to pay compensation arising directly or indirectly from:
  - a) An agreement which imposes a liability on **you** which **you** would not be under in the absence of such agreement;
  - The use or occupation of the **home** for any business, trade profession or employment;
  - Death or bodily injury, illness or disease to any person who is a member of your family residing with you or any person under a contract of service;
  - d) Damage to property belonging to or under the control of you or a member of your family residing with you;
  - e) Death, bodily injury or damage caused by lifts hoists or vehicles other than motorised gardening equipment;
  - f) Defective work carried out by you or your family or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your family before the occurrence of bodily injury or damage in connection with such private residence;
  - g) If you are entitled to indemnity under another insurance policy;
  - h) Arising more than seven years after this policy has expired or been cancelled;
  - For the cost of rectifying any fault or alleged fault.

# **Buildings Additional cover**

Your certificate will show if this extension has been chosen.

What is covered	What is not covered
20. ACCIDENTAL DAMAGE TO THE BUILDINGS	20. Accidental damage:
	a) Specifically excluded under buildings standard cover;
	<ul> <li>b) More specifically insured elsewhere in this policy;</li> </ul>
	c) By frost;
	<ul> <li>d) By wear and tear or gradually developing, deterioration, settlement or shrinkage of the <b>buildings</b>;</li> </ul>
	e) By vermin, insects, fungus, wet or dry rot;
	f) By chewing, scratching, tearing or fouling by domestic pets;
	g) By mechanical or electrical breakdown or failure;
	<ul> <li>h) Arising from the alteration or extension of the <b>buildings</b> or cost of maintenance or routine decoration;</li> </ul>
	<ul> <li>i) Arising from faulty workmanship, defective design or use of defective materials;</li> </ul>
	<li>j) Whilst the home is unoccupied or unfurnished.</li>

# **Personal Accident**

If **your certificate** shows **you** have **contents** cover this cover is automatically in force.

What is covered	What is not covered
If you or your domestic partner living with you suffers accidental injury within the United Kingdom, the Channel Islands or the Isle of Man as a result of:  a) Accident, assault or fire in the home;  b) An accident whilst travelling as a passenger on a public service vehicle;  c) Assault in the street; during the period of insurance which proves fatal within 12 months of its occurrence, we will pay £5,000 to the deceased's legal personal representative(s).	We will not pay where:  a) The person is over the age of 75 years;  b) The incident is not reported to us within 14 days of death.

# **Endorsements, Special Terms and Conditions**

The following clauses apply only if they are mentioned in the certificate.

#### 1. Alarm Clause

This insurance does not cover theft when **you** have left the premises without an authorised occupant, or at night unless:

- a) At all such times the intruder alarm has been put into full and effective operation;
- b) The intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

#### 2. Safe Clause

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

#### 3. Non-Standard Construction Clause

It is agreed that the private dwelling of the **home** is not of standard construction.

#### 4. Subsidence, Heave or Landslip Exclusion Clause

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 4 of **building** standard cover, is not covered by this insurance.

#### 5. Flood Exclusion Clause

**Buildings** standard cover and **contents** standard cover of this insurance do not cover loss or damage caused by flood, other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 1 of **buildings** standard cover and 2 of **contents** standard cover respectively.

#### 6. Contractors Exclusion Clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

#### 7. Keys Clause

This insurance does not cover theft of jewellery from safe(s), unless **you** have removed the keys of the safe(s) from the **home**, while **you** are absent from the premises.

#### 8. Thatch Clause

- All chimneys to solid fuel stoves, boilers and open fires, are kept in a good state of repair and that they are professionally cleaned once a year before winter;
- All old thatch and thatching is burnt at a distance of more than 100 metres from the premises;
- No naked flames or tools producing naked flames be present in the attic or loft space at any time.

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

## 9. Mortgage Interest Clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **home,** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

#### 10. Unattended Vehicles Clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

#### 11. FLEA Clause

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.

#### 12. Stamp Clause

**We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

#### 13. Minimum Security Clause

This insurance does not cover theft from the private dwelling of the **home,** unless the undernoted minimum protections are fitted:

- External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621);
- Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- · Windows: key operated security locks to all ground floor and other accessible windows.

#### 14. Musical Instrument Clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

#### 15. Flat Roof Clause

It is a warranty of this **policy** that the flat roof has been inspected and repaired, where necessary, no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and replacement, where necessary, will take place at no greater than five year intervals with full records of inspections and works retained for **our** inspection. This warranty is precedent to any liability for claims relating to the flat roof.

#### 16. Monthly Payment Clause

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** premium once per annum.

#### 17. Legal Fees Clause

This **policy** includes Legal Protection Cover, in accordance with the enclosed **policy** document.

#### 18. Theft limitations Clause

This insurance does not cover theft or attempted theft from the **home**, other than as a result of violent and forcible entry.

#### 19. Tree Pruning Clause (19)

In accordance with General Conditions: Taking Care of Your Property; a Tree Surgeon or similar professional must, triennially, at the **insured's** expense:

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

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

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

**We** will not be liable for the first £1,000 of each and every claim arising from theft or attempted theft or malicious damage unless the property is protected by the minimum security, as described in endorsement 13 Minimum Security Clause (13).

# **Making Yourself Heard**

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

**We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

#### Who to contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure you are talking to the right person;
- and
- That **you** are giving them the right information.

#### When you contact us

- Please give us your name and a contact telephone number;
- Please quote your policy and/or claim number, and the type of policy you hold;
- Please explain clearly and concisely the reason for **your** complaint.

So we begin by establishing your first point of contact.

#### Step One - Initiating your complaint

Does your complaint relates to:

#### A: Your policy?

B: A claim on your policy?

If A, you need to contact Rentguard, or the agent who sold you your policy. Call the number on your policy document and state your complaint.

If B, you need to contact whoever is currently dealing with your claim and state your complaint.

In either case, if **you** wish to provide written details, the following checklist has been prepared for **you** to use when drafting **your** letter.

- Head your letter 'COMPLAINT';
- Give your full name, post code and contact telephone number(s);
- · Quote the type of policy and your policy and/or claim number;
- Advise the name of your insurance agent/firm (if applicable);
- Explain clearly and concisely the reason(s) for your complaint.

The letter should be sent to the person dealing with **your** complaint along with any other material required.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **you** are not satisfied, **you** can take the issue further.

#### Step Two - If you are still unhappy

Should the response **you** receive be unsatisfactory please contact **us** using the relevant details below. Does **your** complaint relates to:

- A: Your policy?
- B: A claim on your policy?

If A, ask to speak to the Customer Services Manager, Rentguard; where they cannot assist they will ensure **you** are put into contact with the person who can resolve **your** complaint.

If B, please contact the relevant Claims Office, details of which **you** will have received following notifying **us** of **your** claim.

#### Step Three - Contacting RGA Head Office

If **your** complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Managing Director Rentguard Insurance Grove House 551 London Road Isleworth Middlesex TW7 4DS

Tel: 020 8587 1060 Fax: 020 8587 1061

email: james.castell@rentguard.co.uk

#### Step Four - Beyond RGA

If **we** have given **you our** final response and **you** are still dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if:

- We have provided you with written confirmation that our internal complaints procedure has been exhausted;
- Your business has a turnover of less than £1,000,000.

The FOS can be contacted at:

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

Tel: 0845 080 1800 Fax: 020 7964 1001

Referral to the FOS will not affect **your** right to take legal action against **us**.

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