



# BUILDINGS & CONTENTS INSURANCE FOR LANDLORDS



# Rentguard

## Introduction

Thank You for choosing Rentguard Insurance. This is your Let Property Insurance Policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in the Policy Schedule and recorded in your statement of fact.

If You have any questions, please contact us on 0208 587 1061.

Rentguard is a trading style of RGA Group Ltd, authorised and regulated by the Financial Services Authority. This can be checked on the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

We adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service, and we are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk). Your personal details and information provided are also covered by the Data Protection Act.

This insurance has been arranged by Rentguard (RGA) and underwritten by leading UK insurers. The insurer is identified on your Certificate of Insurance.

# Let Property Insurance Policy

## Contents

• Your Policy	3
• Important Helplines	4
• Definitions	5
• Section 1 – Buildings	7
• Section 2 – Contents	15
• Section 2A – Contents of the Communal Parts	19
• Section 3 – Public Liability	21
• Section 4 – Employers Liability	23
• Section 5 – Terrorism	25
• Section 6 – Special Clauses & Exclusions	27
• Policy Conditions	32
• Making Yourself Heard	34

## Your Policy

The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions, provisions and conditions of the Policy.

The Policy and the Schedule shall be read together as one contract and the Proposal Form/Statement of Fact made by the Insured shall be the basis of the contract.

### **Important**

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We recommend You read this Policy together with Your Schedule 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**

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You and we are free to choose the laws applicable to this Policy. As we are based in England, we propose to apply the laws of England and Wales and by purchasing this policy you have agreed to this.

## Important Helplines

Claims	0208 587 1060
Out of Hours	0120 677 3530

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

### **Rentguard Ltd**

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Rentguard Ltd is an independent insurance intermediary arranging this insurance

### **Accidental Damage**

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A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes

### **Business**

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Owners of and/or the organisation and management of the Property

### **Company/Our/Us/We/**

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The Underwriter as identified on your Certificate of Insurance

### **Contents**

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Furniture, carpets, curtains, blinds and all other property belonging to You or for which You are responsible

### **Contents of Communal Parts**

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Furniture and all other property belonging to You or for which You are responsible in or on the stairs halls and other communal parts of the Property

### **Damage**

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Loss destruction or damage

### **Employee**

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- a) Any person under a contract of service or apprenticeship with You
  - b) Any person who is hired to or borrowed by You
  - c) Any person engaged in connection with a work experience or training scheme
  - d) Any labour master or person supplied by him
  - e) Labour only sub-contractors and persons engaged by them
  - f) Any self-employed person working on a labour-only basis under Your control/supervision
  - g) Any voluntary helper
- while working for You in connection with the Business

### **Flat**

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A self contained unit of residential accommodation forming part of a Block of Flats

### **Injury**

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Bodily injury death disease illness or nervous shock

### **Money**

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Cash bank or currency notes cheques personal bank cash guarantee and 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 book or similar tokens

### **Offshore**

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From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

### **Policy**

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The Policy and Schedule and any endorsements attached or issued

## **Property**

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

Unless shown differently in the schedule the Property is of Standard Construction

## **Proposal**

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The Proposal Form/Statement of Fact You have completed and any other information given to Us by You or on Your behalf

This is the basis of the contract between You and Us

## **Resident**

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The owner(s) lessee(s) or tenant(s) of any Property and any member of his/her family permanently residing with him/her

## **Standard Construction**

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Mainly brick stone or concrete built and mainly roofed with slates tiles metal asbestos asphalt or concrete

## **Non-standard Construction**

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Constructed of materials other than those detailed in the definition Standard Construction

## **Sum Insured**

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The amount of cover which represents:

In respect of Section 1 – the full cost of rebuilding the Property in the same form style and condition as new plus a reasonable amount for architects surveyors and legal fees debris removal costs and other costs to comply with government or local authority requirements

It should be noted that the rebuilding cost may be different from the market value

In respect of Section 2 – the full cost of replacement as new of the contents, including contents of Communal Parts

## **Territorial Limits**

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Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore

## **Unoccupied**

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The part or whole of the property not lived in by person authorised by You

## **You/Your**

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The person people or manager on behalf of the individual owners shown in the schedule as the Insured

# Section 1 –Buildings

## 1 What is Insured?

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The Property is insured against Damage by the following perils If more than one Property is insured by the Policy any exclusion or limitation applies separately to each Property

## 2 Perils Insured

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- a) Fire smoke explosion lightning or earthquake
- b) Theft or attempted theft consequent upon violent and forcible entry but not:
- for loss or Damage by You any member of Your family resident, any Employee or any person legally on the premises
  - for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
  - first £500 of any claim where the property is unoccupied for 30 days or more
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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) Riot civil commotion labour and political disturbances and strikes but not:
- for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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

- d) Malicious damage and vandalism consequent upon violent and forcible entry but not:
- for loss or Damage by You any member of Your family resident, or any Employee , or any loss or Damage caused intentionally by the tenant residing in the Building or other people lawfully on the premises.
  - for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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
- e) Impact by
- i) aircraft or other aerial devices or anything dropped from them
  - ii) vehicles
  - iii) trains
  - iv) animals but not:
    - Damage by domestic pets
  - v) Falling trees, telegraph poles or lamp-posts but not:
    - for loss or Damage caused by trees being cut down or cut back within the premises
  - vi) falling aerials or masts
  - vii) falling television satellite dishes
- f) Storm or flood but not:
- Damage by frost
  - for loss or Damage to domestic fixed fuel-oil tanks in the open swimming pools tennis courts walls gates fences hedges paved terraces patios paths and drives
  - for loss or Damage caused by subsidence heave or landslip other than as covered under peril g)

- g) Subsidence or heave of any part of the site on which the Property stands or landslip but not:
- the first £1000 of each and every claim unless shown differently in the schedule
  - for loss or Damage to domestic fixed fuel-oil tanks in the open swimming pools tennis courts walls gates fences hedges paved terraces patios paths and drives unless the main Property is damaged at the same time by the same cause
  - Damage caused within ten years of construction by
    - i) the normal settlement or bedding down of new structures
    - ii) the settlement of made up ground or of materials brought to the site
  - Damage caused by
    - i) coastal or river erosion
    - ii) defective design or workmanship or the use of defective materials
  - Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Property are damaged at the same time by the same cause
  - for loss or Damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee
  - Damage resulting from
    - i) demolition construction structural alteration or repair of any property or
    - ii) groundworks or excavationat the Property
- h) The escape of water from or the freezing of any fixed domestic water or heating installation but not:
- Damage caused by wet or dry rot rust corrosion or other wear tear and deterioration
  - for loss or Damage caused by subsidence heave or landslip other than as covered under peril g)
  - for loss or Damage to domestic fixed fuel-oil tanks in the open swimming pools tennis courts walls gates fences hedges paved terraces patios paths and drives
  - for loss or Damage whilst the Property is not suitable for normal habitation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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
  - for loss or Damage to apparatus from which water has escaped other than frost damage

- i) Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation, but not:
- for loss or Damage while the Property is unoccupied
  - Damage caused by rust corrosion or other wear tear and deterioration
  - for loss or Damage caused by gradual emission
  - for loss or Damage caused by faulty workmanship
- j) Any other accidental loss or Damage but not:
- wear tear deterioration atmospheric or climatic conditions settlement shrinkage drying out wet or dry rot vermin woodboring insects fungus or any gradually operating cause
  - everything excluded under Perils Insured a) - j) and paragraph 3
  - cost of maintenance or routine decoration
  - faulty workmanship or design or the use of faulty materials
  - Damage to the buildings or any part of them arising from construction structural alteration or decorating and repair or demolition
  - sudden and unforeseen Damage to property which is insurable under an engineering insurance policy
  - sudden and unforeseen Damage to property caused by the escape of water

### 3 Extensions

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The Policy will pay for

a) Additional Expenses

the necessary expenses You incur for rebuilding or repairing the Property as a result of Damage insured by this Policy namely

- i) architects surveyors and legal fees
- ii) the costs of clearing debris from the site or demolishing or shoring up the Property
- iii) other costs to comply with government or local authority requirements but not:
  - any expenses incurred in the preparation of a claim or an estimate of loss
  - any expenses incurred when notice of Government or Local Authority requirements have been served prior to the time of loss

b) Pipes Cables and Drains

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

- Damage which You are not legally responsible to repair
- Damage caused by rust corrosion or other wear and tear

c) Trace and Access

The reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage under paragraph 2h) and paragraph 3b) but not:

- any amount in excess of £25,000 in any one year of insurance
- any amount in excess of £2,500 in respect of any one Property

d) Breakage of Glass Ceramic Hobs and Sanitary Fixtures

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

- Damage which is not accidental and unforeseen
- for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
- for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
  - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
  - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
  - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
  - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
  - v) 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
  - vi) The premises are unoccupied for no more than 30 days in any period of insurance due to annual leave

- e) Loss of Rent or Alternative Accommodation Expenses
- i) rent (including ground rent and management charges) You should pay or should have received but have lost
  - ii) the costs of reasonable alternative accommodation and temporary storage of Your furniture
  - iii) the cost of reasonable accommodation in kennels or catteries for Your dogs and cats while
  - iv) Your Property is unfit to live in or
  - v) access to Your Property is denied
- as a result of Damage insured by this Policy but not:
- any amount in excess of 30% of the Sum Insured
- but in respect of each individual Property the payment made may be adjusted according to the percentage contribution made by each Property towards the total management charges and/or ground rent of a Block of Flats or housing development
- f) Damage to Landscaped Gardens
- Damage done to landscaped gardens by the Emergency Services in attending the Property due to Damage insured by this Policy but not:
- any amount in excess of £5,000 in any one year of insurance
- g) Theft of Keys/Lock Replacement
- The reasonable costs necessarily incurred in replacing external door locks at the Property including external door locks for individual Flats following loss of keys by
- i) theft from the Block of Flats, individual Property or Registered Office or from the home of or
  - ii) theft following hold-up whilst such keys are in the personal custody of You or any Employee authorised to hold such keys but not:
- any amount in excess of £500 in respect of any one Property
- h) Loss of Metered Water
- the unit cost of metered water at the current rate per cubic metre consumed as a direct result of damage arising under paragraph 2h) but not:
- any amount in excess of £5,000 in respect of any one claim
- i) Closed Circuit Televisions
- the cost of repairing accidental damage to closed circuit television systems at the Property but not:
- any amount in excess of £5,000 in respect of any one claim
- j) Removal of Nests
- the cost of removing wasps or bees nests from the Property but not:
- any amount in excess of £250 in respect of any one claim
- k) Emergency Access
- Damage to the Property caused by forced access to deal with a medical emergency or to prevent damage to the Property, including the actions of police but not:
- where this is a result of unlawful activities at the Property.

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

## **4 Claims Settlement**

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- a) If the property is damaged by any Peril Insured then We will either
  - i) pay for the rebuilding or repair or
  - ii) make a money payment insteadprovided that
  - iii) the Sum Insured when the Property is damaged is sufficient to rebuild it
  - iv) the property has been maintained in a good state of repair
- b) In the event of Damage to matching sets groups and collections We will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set suite or other article of uniform nature colour or design where Damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched
- c) The maximum amount payable in any period of insurance in respect of Damage to the Property by a)-k) of the Perils Insured plus Additional Expenses shall not exceed the Sum Insured shown in the schedule as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the Perils Insured

## **5 Maintenance**

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You shall take all responsible steps to prevent loss, damage or accident and maintain the Buildings in a good state of repair

## **6 Empty /Unoccupied Property**

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- We must be notified as soon as possible but in any event within 90 days whenever a Property becomes empty or unoccupied Failure to comply with any part of this section could invalidate a claim
- We will not pay for any claim arising under paragraphs b) (Theft) c) (Riot) d) (Malicious Damage) h) (Escape of Water) i) (Damage to Water Installations) of the Perils Insured and paragraph d) (Glass) of the Extensions if any Property(s) is/are left without an occupant for more than 14 consecutive days unless:
  - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
  - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
  - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
  - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
  - v) 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
  - vi) The premises are unoccupied for no more than 30 days in any period of insurance due to annual leave

## 7 Special Clauses

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a) 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

b) Reinstatement of Sum Insured

In the event of loss We will reinstate the Sum Insured from the date of any loss unless We give written notice to the contrary You may be required to pay some extra premium

c) Sale of Property Insured

If You have made a contract We will give the buyer the benefit of this Policy up to the date of completion provided the Property is not otherwise insured

d) 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 they become aware thereof and pay any reasonable extra premium We may require

e) 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 changes 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

- i) the Sum Insured at the date of loss is sufficient to rebuild the Property
- ii) the rebuilding or repair is carried out without delay

f) Underinsurance

The Sum Insured by each item or Section of this Policy is declared to be separately subject to Average i.e. if such sum shall at the commencement of any Damage be less than the reinstatement cost of the Property covered by such sum insured the amount payable by the Company in respect of such Damage shall be proportionately reduced

## Section 2 – Contents

### 1 What is insured?

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Household goods including carpets, curtains and blinds and all other personal property as detailed in the landlord's property inventory forming part of the tenancy agreement. This includes radio and television aerials satellite dishes their fittings and masts that are fixed to the Property Also covered are the contents within domestic outbuildings and garages situated within the premises specified in the schedule all of which are owned by You or are Your legal responsibility but not:

- Motor vehicles (other than domestic gardening implements) caravans trailers or watercraft or accessories in them or attached to them
- Pets and livestock
- Any part of the buildings
- Property which is insured by another policy
- Tenants property
- Landlords fixtures and fittings which We insure under Section 1
- Articles of gold silver or other precious metals jewellery or furs cameras (including video cameras and camcorders) sports equipment and bicycles clothing and personal effects
- Money bills of exchange and promissory notes securities or documents of any kind
- Any one curio picture or other work of art valued in excess of £1000
- Contents being stored at the property on behalf of the owner

### 2 Specific sub-limits

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

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

### 3 Perils insured

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This Insurance covers Contents for loss or damage directly caused by :

- a) Fire lightning explosion or earthquake
- b) Aircraft and other aerial devices dropped from them
- c) Storm or flood but not:
  - property in the open
- d) Escape of water from fixed water tanks apparatus or pipes but not:
  - for loss or Damage caused by subsidence heave or landslip other than as covered under peril j)
  - for loss or Damage whilst the Property is not suitable for normal habitation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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
    - vi) The premises are unoccupied for no more than 30 days in any period of insurance due to annual leave

- e) Escape of oil from domestic fixed oil-fired heating installations and smoke damage resulting from a defect in ANY fixed domestic heating installation but not:
- Damage caused by rust corrosion or other wear tear and deterioration
  - for loss or Damage caused by gradual emission
  - for loss or Damage caused by faulty workmanship
- f) Theft or attempted theft consequent upon violent and forcible entry but not:
- for loss or Damage by You, any member of Your family resident, or any Employee, or any person legally on the premises
  - any amount in excess of £500 or 3% of the sum insured under Section 2 whichever is the greater in respect of contents within detached domestic outbuildings and garages
  - first £500 of any claim where the property is unoccupied for 30 days or more
  - for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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
    - vi) The premises are unoccupied for no more than 30 days in any period of insurance due to annual leave
- g) Impact by any vehicle or animal but not:
- Damage by domestic pets
- h) Riot civil commotion labour and political disturbances and strikes but not:
- for loss or damage by You any member of Your family resident, any Employee, or any person legally on the premises
  - for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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
    - vi) The premises are unoccupied for no more than 30 days in any period of insurance due to annual leave

- i) Malicious damage and vandalism consequent upon violent and forcible entry but not:
- for loss or damage by You any member of Your family resident or any Employee, or any loss or Damage caused intentionally by the tenant residing in the Building or other people lawfully on the premises
  - for loss or Damage whilst the Property is not maintained and is not in a good state of repair or immediately available for occupation
  - for loss or Damage whilst the Property is left unoccupied for more than 14 consecutive days unless:
    - i) The Premises are inspected at least once during each 14 days by You or your appointed representative
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained except where required to be maintained for central heating
    - iii) If the central heating system is left in operation it should be set for a minimum continual temperature of 13°C
    - iv) Door and door locks identified as being suitable for external use must be fitted and used at all times
    - v) 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
    - vi) The premises are unoccupied for no more than 30 days in any period of insurance due to annual leave
- j) Subsidence or heave of any part of the site on which the Property stands or landslip but not:
- the first £1000 of each and every claim unless shown differently in the schedule
  - Damage to outdoor swimming pools tennis courts walls gates fences hedges paved terraces patios paths and drives unless the main building of the property is damaged at the same time by the same cause
  - Damage caused within ten years of construction by
    - i) the normal settlement or bedding down of new structures
    - ii) the settlement of made up ground or of materials brought to the site
  - Damage caused by
    - i) coastal or river erosion
    - ii) defective design or workmanship or the use of defective materials
  - Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath the outside walls of the main building of the Property are damaged at the same time by the same cause
  - for loss or Damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee.
  - Damage resulting from
    - i) demolition construction structural alteration or repair of any Property or
    - ii) groundworks or excavation at the Property
- k) Falling trees, telegraph poles or lamp-posts but not:
- for loss or Damage caused by trees being cut down or cut back within the premises

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

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- a) Accidental damage by external and visible means to Audio and Audio visual units including Television Sets, Video Recorders and Home Computers BUT ONLY whilst in the Property situated within the Premises specified in the Schedule but not:
- Damage to or deterioration directly caused by cleaning, repair, renovation, maintenance or whilst being worked upon,
  - tapes, discs or computer software
  - anything specifically excluded under 3 Perils insured a)–k)
- b) Accidental breakage of mirrors glass tops and fixed glass in furniture ceramic hobs and of fixed glass and sanitary fixtures forming part of the buildings situated within Property specified in the Schedule which is your property or for which you are legally responsible and is not otherwise insured but not:
- cost of repairing removing or replacing frames
- c) The contents, if and so far as these are not otherwise insured whilst TEMPORARILY REMOVED from the Premises for loss or damage:
- i) directly caused by any of the perils insured under 3 in this Section:
- in any occupied private dwelling
  - in any Buildings where you or any permanent member of the your household is residing or is employed
  - in any trade building for the purpose of valuation alteration cleaning or processing
  - in any furniture depository
  - in any bank or safe deposit
- ii) elsewhere directly caused by the perils of fire lightning explosion or earthquake only
- iii) directly caused by fire lightning explosion earthquake theft or attempted theft only during the process of removal and transit following PERMANENT change of residence or whilst in transit to and from any bank Safe deposit or furniture depository but not:
- contents outside the United Kingdom
  - cash currency bank notes credit cards or negotiable documents away from the Premises specified in the Schedule
  - any amount in excess of 20% of the sum insured under Section 2 in a furniture depository
- d) RENT– up to 12 months for which You are liable if the buildings are rendered uninhabitable by any of the perils covered but not:
- Any amount in excess of 30% of the sum insured on the Contents of the Buildings damaged or destroyed
- e) Costs of alternative accommodation necessarily incurred by You if the buildings are rendered uninhabitable by any of the perils covered but not:
- Any amount in excess of 30% of the sum insured on the contents of the buildings damaged or destroyed
- f) Fatal injury to You or to Your spouse or both occurring at the Premises specified in the Schedule occasioned by outward and visible violence caused by burglars or by fire PROVIDED THAT death ensues within 12 months of such injury but not:
- Any amount in excess of £10,000 for each insured person

## Section 2A - Contents of Communal Parts

### 1 What is Insured?

---

The Contents of Communal Parts are insured against Damage by the Perils Insured but not:

- landlords fixtures and fittings which We insure under Section 1
- articles of gold silver or other precious metals jewellery or furs clothing and personal effects
- Money (other than Money covered in Extension 3(b)) bills of exchange and promissory notes securities or documents of any kind
- Any one curio picture or other work of art valued in excess of £1,000
- Property which is insured by another policy
- Property in the open
- Pets and livestock
- Motor vehicles caravans boats trailers or accessories in them or attached to them
- Property in individual Flats or Units.

### 2 Perils Insured

---

- a) Fire smoke explosion lightning and earthquake
- b) Riot civil commotion labour and political disturbances and strikes
- c) Malicious damage and vandalism consequent upon violent and forcible entry but not
  - for loss or damage by You any member of Your family or any Employee or any person legally on the premises
- d) Impact by
  - i) aircraft or other aerial devices or anything dropped from them
  - ii) vehicles
  - iii) trains
  - iv) animals but not:
    - Damage by domestic pets
  - v) falling trees or branches
  - vi) falling aerials or masts
  - vii) falling television satellite dishes
- e) Storm or flood
- f) Subsidence or heave of the site on which the Property stands or landslip
- g) Escape of water from or the freezing of fixed domestic water or heating installations
- h) Theft or attempted theft but not:
  - Loss by deception unless entry is gained by deception
  - Damage by You or Your family a Resident or any Employee
  - Damage to any portion of the Property used for business or trade purposes other than Your Business
- i) Escape of oil from any fixed domestic heating installation

### **3 Extensions**

---

This Policy will pay for

- a) Accidental Breakage in the Communal Parts of
  - i) fixed glass in furniture but not:
    - Glass in pictures and clocks
  - ii) fixed glass in mirrors
  - iii) glass tops to furniture and glass in shelves

- b) Landlords Gardening Equipment

Damage by the Perils Insured to landlords gardening equipment whilst in any locked outbuilding at the Property

but not:

- theft when entry is not gained or exit made by forcible and violent means
- any amount in excess of £1,000

### **4 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 Claims Settlement**

---

If the Contents of the Communal Parts are damaged by any Peril Insured then We will pay the full cost of replacing the articles stolen or destroyed as new provided that the Sum Insured when the Contents of Communal Parts are damaged is sufficient to replace them as new

### **6 Reinstatement**

---

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

### **7 Limit of insurance**

---

The liability of Insurers for any loss or damage shall not exceed the Sum(s) Insured for the Contents of each Property separately stated in the Schedule.

## Section 3 – Public Liability

### 1 Who is Insured?

---

You are insured against all sums that You shall become legally liable to pay as damages and claimants costs and expenses arising out of

- a) accidental Injury to any person
- b) accidental loss of or Damage to material property occurring during the period of insurance and happening in connection with the Business within the Territorial Limits

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, but not:

- Injury to any Employee
  - Damage to property which is owned leased let rented hired or lent or which is the subject of a bailment to You
  - Injury loss or Damage caused by or in connection with or arising out of the ownership possession or use by You or on Your behalf of
- i) any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air
  - ii) any mechanically-propelled vehicle or trailer attached thereto except use within the grounds of the Property of any such vehicle not licensed for road use and not constructed for the conveyance of passengers
- provided that no other policy covers the liability This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading therefrom by any person other than the driver or attendant of the vehicle
- Liability arising from any agreement unless liability would have attached in the absence of such agreement

In addition We will pay

- a) all other costs and expenses incurred with Our written consent
- 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
  - i) such persons observe the terms of the Policy insofar as they can apply
  - ii) We retain the sole conduct and control of all claims
  - iii) 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 schedule plus other costs incurred with Our written consent, but not:
    - liability of any Resident incurred solely as occupier of his/her property
    - 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

- i) the parts of any property formerly owned or leased by You and occupied solely for private residential purposes
- ii) any private dwelling formerly owned or leased by the owner or lessee of any Flat provided that
  - a) at the time of the incident giving rise to the liability You have sold that private dwelling or Flat but not:
    - Damage to the premises disposed of
  - b) no other policy covers the liability

The cover under this extension continues for seven years from the date of disposal of the premises 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 schedule 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 schedule plus other costs incurred with Our written consent

### **5 Limit of Indemnity - £5,000,000**

---

The limit of indemnity under this section shall not exceed £5,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by You with insurers' written consent in the defence of any such claim. Refer section 3 - Public Liability b)

# Section 4 – Employers Liability

## 1 Who is Insured?

---

You are insured against all sums which You become legally liable to pay in respect of accidental 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 may be working temporarily provided that any action for damages is brought against You in a Court of Law within the Territorial Limits, but not:

- so far as concerns
  - i) liability of any principal
  - ii) liability assumed by You under agreement and which would not have attached in the absence of agreement
- liability directly or indirectly arising from
  - i) ionising 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 assembly or nuclear component thereof

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 £10,000,000 and expenses shall mean:

- 1) costs and expenses of claimants for which You are legally responsible
- 2) all other costs and expenses You have to pay provided that We have agreed to pay such costs and expenses in writing
- 3) 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 Injury that may be the subject of a claim
- 4) 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

- i) Your legal personal representatives in the event of Your death
- ii) 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
- iii) the owner or lessee of any Property
- iv) any of Your directors or Employees
- v) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official

provided that

- a) the claim relates to Injury to an Employee and is such that You would have been entitled to an indemnity had the claim been made against You
- b) such persons observe the terms of the Policy insofar as they can apply
- c) We retain the sole conduct and control of all claims

### **3 Recovery of Payments**

---

This cover provided under this Policy Section is in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees within the Territorial Limits but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

### **4 Vehicle Exclusion**

---

This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

## Section 5 – Terrorism

### Terrorism Insurance

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In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided under Sections 1 2 and 2A of this policy is extended to include Damage occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section 5

Terrorism is defined for the purposes of this Section 5 only as:

1. Pool Re

An act of any person(s) acting on behalf or of in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

or

2. Non Pool Re

An act of any person(s) acting alone and not on behalf of or in connection with any organisation who carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto, and such act not being certified by Her Majesty's Government or HM Treasury or any successor relevant authority and in the event of any challenge to such non-certification the refusal to certify being upheld by a Tribunal ruling confirming such non-certification

Provided always that the insurance provided by this Section 5 is:

A. In respect only of the insurance provided by definition 1. Pool Re of this Section 5 not subject to the policy Exclusions but is subject to the following War and Allied Risks exclusion :-

Damage occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

B. in respect only of the insurance provided by definition 2. Non Pool Re of this Section 5

C. subject to the following additional exclusions:

1. Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such Damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

For the purposes of this exclusion the following definitions shall apply:

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

## Denial of Service Attack

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Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

### 2. Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Damage in respect of:

- i) any property located outside England, Wales and Scotland
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this policy
- iv) any property which is insured by or would but for the existence of this policy be insured by any form of transit, aviation or marine policy

### D. subject to the following additional policy terms and conditions:

- 1) In any action or other proceedings where the Company alleges that any Damage is not covered by this Section 5 the burden of proving that such Damage is covered shall be upon the Insured
- 2) Except where otherwise indicated in this Section 5 the insurance provided by this Section 5 is subject to all the terms definitions exclusions conditions and provisions of this policy. Subject to any limits stated within this Section 5 the Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this policy

# Special Clauses & Exclusions

The following clauses and exclusions are operative where indicated in the Schedule

## **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:-
  - i) Whenever the Premises specified in the Schedule is left unattended.
  - ii) 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 NACOSS (National Approved Council of Security Systems).

## **2 War and Nuclear Risks (2)**

---

Sections 1 2 and 3 of this Policy do not cover

- a) Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## **3 Pre existing Damage Liability or Injury (3)**

---

This Policy does not cover Damage liability or Injury occurring before the cover under Your Policy started

## **4 Non Standard Construction Clause (4)**

---

In consideration of the additional premium paid hereon it is agreed that the term 'Standard Construction' as defined in Sections 1 (Buildings) and 2 (Contents) does not apply to the main Building of the Private Dwelling situated within the Premises specified in the Schedule.

## **5 Subsidence, Landslip or Heave Exclusion Clause (5)**

---

Perils (g) in Section 1 (Buildings) and (j) in Section 2 (Contents) are excluded and of no effect.

## **6 Flood Exclusion Clause (6)**

---

It is hereby agreed that Sections 1 (Buildings) and 2 (Contents) 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 OTHER THAN escape of water from fixed water tanks, apparatus or pipes.

## **7 Contractors Exclusion Clause (7)**

---

This insurance excludes any claims arising out of the activities of contractors.

## **8 Tree Pruning Clause (8)**

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In accordance with Policy Condition 2 (Precautions) a Tree Surgeon or similar professional must triennially at the Insureds expense

- i) inspect the trees to ensure that they do not affect the structure or drains and sewers of the Property insured
- ii) prune or pollard the trees as appropriate

Subject otherwise to the Terms Exclusions and Conditions of the Policy

## **9 Thatch Clause (9)**

---

It is a condition precedent to the liability of Insurers that :-

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

## **10 Mortgage Interest Clause (10)**

---

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.

## **11 Computers and other Equipment Components or Systems (11)**

---

Sections 1 and 2 of this Policy do not cover

- a) Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your property or not where such Damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- b) Loss of Rent and Alternative Accommodation directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

For the purposes of this Section Exclusion the following Definitions apply:

### **Definitions**

- a) Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

- b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

## **12 Excess Clause (12)**

---

We shall not be liable under the Perils Insured under Section 1 excluding g) for the first £100 of each and every loss in respect of occupied Property and £250 for unoccupied property and property occupied by asylum seekers, unless shown differently in the schedule as outlined below

- a) £250
- b) £500
- c) £1,000
- d) £2,500
- e) £5,000

We shall not be liable under the Perils Insured under Section 2, 2A excluding j) and f) respectively for the first £50 of each and every loss

## **13 Pollution and Contamination (13)**

---

- a) Section 3 of this Policy excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. Our liability under Section 3 of this Policy for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the schedule

- b) For the purpose of this Exclusion Pollution or Contamination shall be deemed to mean
  - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere  
and
  - ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

## **14 FLEA Clause (14)**

---

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.

## **15 Diminution of Value Clause (15)**

---

Sections 1 and 2 of this Policy do not cover diminution of market value beyond the cost of repair or replacement

## **16 Pressure Waves (16)**

---

Sections 1 and 2 of this Policy do not cover Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## **17 Minimum Security Clause (17)**

---

This insurance does not cover theft from the private dwelling unless the under noted minimum protections are fitted:

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

## **18 Date Recognition Clause (18)**

---

Sections 1, 2 and 3 of this Policy shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude in respect of Sections 1 (Buildings) & 2 (Contents) subsequent Damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion labour and political disturbances and strikes malicious damage earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle train or animal provided such contingency is insured by the Section

## **19 Flat Roof Clause (19)**

---

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 inspection 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.

## **20 Monthly Payment Clause (20)**

---

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.

## **21 Co-insurance Clause (21)**

---

Notwithstanding anything stated in the undernoted 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 undernoted Peril(s)

Section	Perils Insured
1	Fire

Subject otherwise to the terms exclusions and conditions of this policy

## **22 Bed-sit Clause (22)**

---

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 any subsequent legislation and fire services approval where required by the fire and rescue service. The policy will be invalid should this approval not have been obtained

## **23 Holiday Home Clause (23)**

---

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

Or

- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

Please note that loss or damage resulting from malicious persons, escape of water, theft and accidental damage to fixed glass and sanitary ware occurring after the holiday home has been unoccupied for 60 consecutive days or more whilst it is occupied by squatters is excluded. This applies

to both buildings and contents.

Subject otherwise to the terms exclusions and conditions of this policy

## **24 Co-insurance Clause (24)**

---

Notwithstanding anything stated in the undernoted 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 undernoted Peril(s)

Section	Perils Insured
1	Fire

Subject otherwise to the terms exclusions and conditions of this policy

## **25 Notice of Change of Occupancy (25)**

---

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

## **26 Occupiers Non-Invalidation (26)**

---

Your cover under this insurance shall not be prejudiced by any act or neglect by a tenant of any Property where the risk of loss or damage is increased without Your authority or knowledge, providing that when You become aware You let us know immediately. We will then tell You about any change in terms or increase in premium.

## **27 Changes in Your Circumstances (27)**

---

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

- if You have been declared bankrupt or been subject to bankruptcy proceedings
- if You have received a police caution for or have been convicted of or been charged with but not tried for any offence other than driving offences
- if the Property will be Unoccupied
- if You no longer intend to let the Property
- if the Buildings are no longer used for private residential purposes

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

If You are in any doubt please contact Your insurance intermediary

## **28 Protection (28)**

---

All protections provided for the safety of the Building specified in the schedule must be maintained in good order and be in use at all times when under Your control and the Buildings is left unattended or when the occupants have retired for the night.

## **29 Internal Inspections (29)**

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

# Policy Conditions

## 1 Policy Terms

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You and everyone else insured under this Policy agree to the terms of this Policy in respect of anything that should or should not be done and the statements made and the answers in the Proposal/ Statement of Fact are true and complete

If You break this Condition We may refuse to meet any claim

## 2 Precautions

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

## 3 Cancellation

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### 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

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

You are entitled to a period of 14 days in which to consider the content of your insurance policy and the extent of cover therein cancellation of your policy within 14 days is therefore subject to a full refund

Provided that there have been:

- no claims made under the Policy for which We have made a payment
  - no claims made under the Policy which are still under consideration
  - no incident likely to give rise to a claim but is yet to be reported to Us
- cancellation after 14 days will be refunded pro rata less 15% of the total premium

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

## **4 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 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

## **5 Control of Claims**

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Do not admit deny negotiate or settle a claim without Our written consent However You should make emergency/temporary repairs to the Property to prevent further Damage

## **6 Our Special Rights**

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We may enter any part of the Property affected by a claim and take possession of it You cannot abandon the Property to Us We may in Your name and on Your behalf take complete control of legal action

We may take legal action in Your name against any other person to recover any payment We have made under the Policy We will do this at Our expense

## **7 Contribution**

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If at the time of a claim there is any other Policy covering anything insured under this Policy We shall be liable only for a proportionate share

## **8 Arbitration**

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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

## **9 Fraud**

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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 willful act or with Your connivance all benefit under the Policy will be forfeited

## **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 We can try to put things right

### **Who to contact?**

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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**

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- 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**

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Does Your complaint relate 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. You can 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**

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Should the response You receive be unsatisfactory please refer the matter using the relevant details below

Does Your complaint relate 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**

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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: 0208 587 1060

Fax: 0208 587 1061

email: james.castell@rentguard.co.uk

### **Step Four – Beyond RGA**

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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 is a leading provider of insurance products and services to the residential and commercial lettings market and provides this policy on behalf of AXA Insurance UK plc. AXA is a world leader in wealth management and financial protection operating in over 50 countries and serving more than 50 million customers worldwide.

**With our expertise and commitment to customer services and consistent, quality care, you can rely on Rentguard insurance for lasting security.**

Ask about our range of 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**

