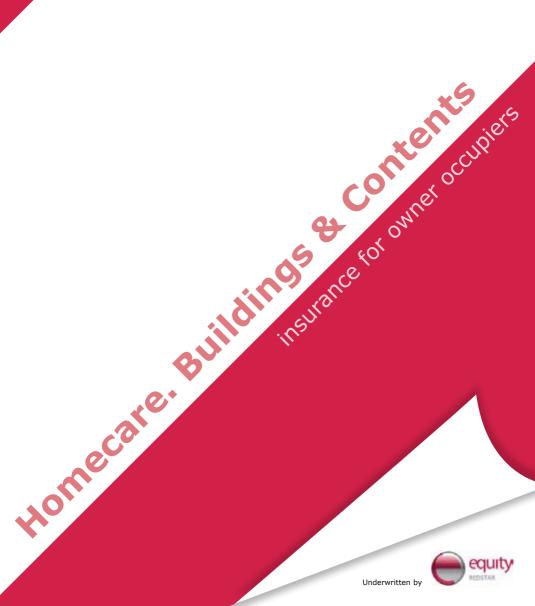


Policy Terms & Conditions



# **RGA Underwriting Limited**

# Introduction

Thank **you** for choosing **RGA Underwriting Ltd**. 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 **RGA Underwriting Ltd** and is underwritten by leading UK insurers. The insurer is identified on **your certificate**.

**RGA Underwriting Ltd** is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at *www.fas.gov. uk/register* or by contacting them on *0845* 606 *1234*.

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

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**.

# **Homecare Insurance Policy**

# Contents

| • | Your Policy                                    | 4  |
|---|--|----|
| • | Important Telephone Numbers                    | 5  |
| • | Definitions                                    | 6  |
| • | Buildings Standard Cover                       | 8  |
| • | Buildings Additional Cover - Accidental Damage | 13 |
| • | Contents Standard Cover                        | 15 |
| • | Contents Additional Cover - Accidental Damage  | 24 |
| • | Personal Possessions                           | 25 |
| • | Endorsements, Special Terms & Conditions       | 28 |
| • | General Conditions                             | 30 |
| • | General Exclusions                             | 32 |
| • | Inflation Protection                           | 34 |
| • | Claims Conditions                              | 35 |
| • | How We Settle Claims                           | 36 |
| • | Making Yourself Heard                          | 37 |

# **Your Policy**

# 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** (or any subsequent period for which the **company** accepts a renewal premium), 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

The **policy** and the **certificate** 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. **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. You must notify **us** as soon as possible when any works/ renovations, other than routine maintenance or decorations, are being carried out at **your home**; or if the **home** will be **unoccupied** for more that 60 consecutive days. Please note that there is no cover for **unoccupied/empty** and **unfurnished** properties beyond 60 days.

**Your** attention is drawn to the Complaints procedure (Making Yourself Heard) on page 37.

### The Law applicable to this Policy

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

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

# **Important Telephone Numbers**

| Customer Services   | 020 8587 1060 |   |
|---|---------------|---|
| Claim Notification Line<br>In the event of a claim telephone<br>us on this number | 020 8587 1060 | If <b>you</b> need to make a claim, <b>we</b> tell <b>you</b> the process to follow. <b>You</b> 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 35 and 36.   |
| Out of hours  | 0208 587 1071 |   |

Please have your policy number or personal details ready.

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

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

# Definitions

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**.

#### Accidental Damage

Damage caused as a direct result of a single unexpected event.

#### Buildings

The structure of the **home** including landlord's fixtures and fittings and the following (if they form part of the 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**. Unless shown differently in the **certificate**, the property is covered as **standard construction**.

#### Certificate

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

#### Company/Our/Us/We

The underwriter as identified on your certificate

#### Contents

Household goods, personal effects, money and valuables as specified on page 15 of this policy wording, that you or **your family** own or are legally responsible for and are used mainly for private purposes.

#### **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 permanently residing with **you** and not paying a commercial rent.

#### Home

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

#### Insured/You/Your

The person or persons named in the **certificate** as the policyholder.

### Laptop & Portable Computers

Includes all small hand held or lap held computers which are defined as, but not limited to, **laptop**, touch screen pads, Palmtop or PDA's.

#### Outbuildings

- 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 insurance wording and most recent certificate and any endorsements attached or issued.

#### **Private Dwelling**

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

#### **RGA Underwriting Limited**

RGA Underwriting Ltd, an independent insurance intermediary arranging this insurance.

#### **Standard Construction**

Built of brick, stone or concrete and roofed with slate, tile or concrete. Any other material is therefore considered to be non-standard construction.

#### Sum Insured

The amount of cover which represents:

- In respect of Buildings Section 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 Contents Section the full cost of replacement, as new, of the **contents**, including **contents** of communal parts.
- In respect of Personal Possessions Section the full cost of replacement, as new, of the personal possessions, including **contents** of communal parts.

#### **Territorial Limits**

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

#### Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

#### Unoccupied/Empty

The whole or part of **private dwelling** not lived in by **you** or **your family** for more than 60 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<br>background and give detailed information on the<br>insurance provided and must be read with ' <b>What</b><br><b>is not covered</b> ' 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> . |

# **Buildings Standard Cover**

**Your certificate** will show if this section is in force. Inflation protection applies (see page 34).

# 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, 17 and 18 (where limits apply, **we** will not pay more than the stated amount). **We** will pay, in addition, amounts due under covers 12, 15, 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:  | The amount of the <b>excess</b> shown in the <b>certificate</b> .<br>Not applicable to cover 20.  |  |
| <ol> <li>Storm or flood<br/>Storm normally means very windy conditions<br/>accompanied by heavy rain, hail or snow.<br/>Heavy rain alone does not constitute a storm<br/>unless it is of unusual or extreme intensity.</li> </ol>  | <ol> <li>Loss or damage:         <ul> <li>By subsidence ground heave or landslip;</li> <li>To gates, hedges, fences, drives or paths;</li> <li>To radio or television aerials*;</li> <li>By frost;</li> <li>Caused by rising ground water levels.</li> <li>Whilst the home is left unoccupied/<br/>empty or unfurnished.</li> <li>* May be covered under the Contents<br/>Standard Cover section if you have chosen<br/>this cover.</li> </ul> </li> </ol>  |  |
| <ol> <li>Escape of water from or frost damage to:<br/>A fixed:         <ul> <li>Water installation;</li> <li>Drainage installation;</li> <li>Heating installation.</li> </ul> </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> </ol>                   | <ul> <li>2. Loss or damage: <ul> <li>a) Whilst the home is unoccupied/empty or unfurnished;</li> <li>b) By subsidence, ground heave or landslip;</li> <li>c) By dry rot;</li> <li>d) The first £250 of each and every claim, unless shown differently in the certificate.</li> </ul> </li> <li>Please note that if damage is caused by contents, damage done to the buildings/ property is covered, but damage done to the contents themselves will not be covered; unless contents insurance is in effect/ operative.</li> <li>Please refer to General Conditions &amp; Exclusions.</li> </ul> |  |
| <ol> <li>Escape of oil from a fixed oil-fired heating<br/>installation, including smoke and smudge<br/>damage by vaporisation, due to a defective<br/>oil-fired heating installation. We will also<br/>pay the necessary costs that you incur in<br/>locating the source of the damage including<br/>the reinstatement of any wall, floor or ceiling<br/>if removed or damaged during the search;<br/>but we will not pay more than £5,000 for<br/>locating the source of damage for any one<br/>claim.</li> </ol> | <ol> <li>Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li> <li>Please note that if damage is caused by<br/>contents, damage done to the buildings/<br/>property is covered, but damage done to the<br/>contents themselves will not be covered,<br/>unless contents insurance is in effect/<br/>operative.</li> <li>Please refer to General Conditions &amp;<br/>Exclusions.</li> </ol>   |  |

|    | What is covered   |    |  | What is not covered  |
|----|---|----|--|--|
| 4. | Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.   | 4. | <b>cer</b><br>Los:<br>a)<br>b)<br>c)<br>d)<br>e) | amount of the <b>excess</b> shown in the<br><b>tificate</b> .<br>s or damage:<br>Caused by normal settlement, shrinkage,<br>bedding down or expansion;<br>Resulting from coastal or river bank<br>erosion;<br>Arising from construction, structural<br>alteration, repair, demolition, ground<br>work, excavation or the settlement of<br>made up ground or materials brought to<br>the site;<br>Arising from the use of defective<br>materials, defective design or faulty<br>workmanship;<br>To boundary and garden walls, terraces,<br>gates, hedges and fences paths and<br>drives, patios, tennis hard courts,<br>swimming pools; unless the <b>home</b> has<br>been damaged at the same time by the<br>same cause;<br>To or resulting from movement of solid<br>floor slabs and non load bearing walls;<br>unless the foundations beneath the load<br>bearing walls of the <b>home</b> are damaged<br>at the same time by the same cause.<br>For loss or damage for which<br>compensation has been provided, or<br>would have been but for the existence<br>of this insurance under any contract or<br>legislation or guarantee. |
| 5. | Theft or attempted theft.<br>Minimum security precautions <b>endorsement</b><br>may apply – please refer to <b>your</b><br><b>certificate</b> . | 5. | b)   | Loss or damage whilst the <b>home</b> is<br><b>unoccupied/empty</b> or <b>unfurnished</b> .<br>Loss or damage caused by you,<br>any member of <b>your family</b> , any<br>employee, or any loss or damage caused<br>intentionally by the resident residing in<br>the <b>building</b> or other people lawfully on<br>the premises or with the deception of<br>any of these persons;   |
| 6. | Collision by:<br>a) Aircraft;<br>b) Aerial devices;<br>c) Road or rail vehicles;<br>d) Animals.   | 6. | a)<br>b)   | s or damage caused by:<br>Domestic pets;<br>Insects;<br>Loss or damage whilst the <b>home</b> is<br><b>unoccupied/empty</b> or <b>unfurnished</b> .  |
| 7. | Falling trees or branches.  | 7. | a)<br>b)<br>c)                                   | The cost of removal if the fallen tree or<br>branch has not caused damage to the<br><b>buildings;</b><br>Loss or damage caused during tree<br>felling, lopping or topping;<br>Loss or damage whilst the <b>home</b> is<br><b>unoccupied/empty</b> or <b>unfurnished</b> .  |

| What is covered  | What is not covered   |
|--|---|
|  |   |
| <ul> <li>8. Breakage or collapse of:</li> <li>a) Satellite dishes;</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>   | <ul> <li>8. a) Loss or damage to the items themselves.<br/>Certain items may be covered under the<br/>Contents Standard Cover section, if you<br/>have chosen this cover;</li> <li>b) Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li> </ul>   |
| <ol> <li>Fire, smoke, explosion, lightning,<br/>earthquake.</li> </ol>   | <ul> <li>9. a) Smoke damage arising gradually out of repeated exposure, smog, agriculture or industrial work or pollution;</li> <li>b) Loss or damage whilst the home is left unoccupied/empty or unfurnished.</li> <li>c) Any loss or damage caused as a result of the property being used for illegal activities.</li> </ul>  |
| <ol> <li>Malicious persons or vandals.<br/>Minimum security precautions endorsement<br/>may apply – please refer to your<br/>certificate.</li> </ol>   | <ul> <li>10. a) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> <li>b) Loss or damage caused by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident residing in the building or other people lawfully on the premises or with the deception of any of these persons;</li> <li>c) Any loss or damage caused as a result of the property being used for illegal activities.</li> </ul> |
| 11. Riot, civil commotion, strikes, labour and political disturbances.   | <ol> <li>Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li> </ol>  |
| The following covers are included in this section:   |   |
| <ul> <li>12. DEBRIS REMOVAL AND BUILDING FEES<br/>Necessary expenses for rebuilding or<br/>repairing the buildings as a result of<br/>damage covered by Buildings Standard<br/>Cover for: <ul> <li>a) Architects, surveyors, consulting<br/>engineers and legal fees;</li> <li>b) The cost of clearing debris from the<br/>site or demolishing or shoring up the<br/>buildings;</li> <li>c). The cost to comply with government or<br/>local authority requirements.</li> <li>We will not pay more than 10% of the sum<br/>insured for buildings for any one claim.</li> </ul> </li> </ul> | <ul> <li>12. a) Fees and costs arising from building regulations, local authority or other statutory requirements or conditions if you were made aware of them before the damage happened;</li> <li>b) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul>  |

| What is covered   | What is not covered   |
|---|---|
| <ul> <li>13. SERVICE PIPES AND CABLES <ul> <li>Damage to:</li> <li>a) Cables;</li> <li>b) Drain inspection covers;</li> <li>c) Underground drains, pipes or tanks providing services to or from the home and for which you are responsible.</li> </ul> </li> <li>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. Cover is limited to loss or damage caused by an insured peril under causes 1-11.</li> </ul>                              | <ul> <li>13. a) There is no cover unless one of the other causes is operative;</li> <li>b) Damage done whilst the home is unoccupied/empty or unfurnished;</li> <li>c) Damage caused by or from poor or faulty design, workmanship or materials. Please refer to General Conditions &amp; Exclusions.</li> </ul>  |
| <ul> <li>14. GLASS AND SANITARY WARE<br/>Breakage of: <ul> <li>a) Fixed glass in:</li> <li>i) Windows;</li> <li>ii) Doors;</li> <li>iii) Fanlights;</li> <li>iv) Skylights;</li> <li>v) Greenhouses;</li> <li>vi) Conservatories;</li> <li>vii) Verandas;</li> </ul> </li> <li>b) Fixed ceramic hobs or hob covers;</li> <li>c) Fixed sanitary ware and bathroom fittings.<br/>Cover is limited to loss or damage caused by an insured peril under causes 1-11.</li> </ul>  | <ul> <li>14. a) Loss or damage whilst the home is unoccupied/empty or unfurnished;</li> <li>b) Damage to property that does not form part of the home.</li> </ul>   |
| <ul> <li>15. REPLACEMENT OF LOCKS</li> <li>We will pay for the cost of replacing keys and locks or lock mechanisms to: <ul> <li>a) External doors and windows of the home;</li> <li>b) A safe within or an alarm protecting the home;</li> <li>following the theft of their keys.</li> <li>We will not pay more than £500 for any one claim.</li> </ul> </li> <li>16. ALTERNATIVE ACCOMMODATION <ul> <li>Whilst the home cannot be lived in because of loss or damage covered under Buildings Standard Cover.</li> <li>We will pay for: <ul> <li>a) The reasonable increased cost of alternative accommodation for you and your family and your domestic pets;</li> </ul> </li> </ul></li></ul> | <ul> <li>15. a) The cost of replacing keys and locks to a garage or outbuilding.<br/>We will only pay under Contents Standard Cover or Buildings Standard Cover if both sections are insured for any one claim.</li> <li>b) Damage caused as a result of the home being used for illegal activities;</li> <li>c) Whilst the home is unoccupied/empty or unfurnished.</li> <li>16. a) Any costs your family would have to pay once the property becomes habitable again;</li> <li>b) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul> |
| or<br>b) The amount of rent <b>you</b> and <b>your</b><br><b>family</b> lose.<br><b>We</b> will not pay more than 20% of the <b>sum</b><br><b>insured</b> for <b>buildings</b> for any one claim.   |   |

| What is covered  | What is not covered  |
|--|--|
| 17. EMERGENCY ENTRY<br>Loss or damage to the <b>buildings</b> caused<br>when the fire, police or ambulance service<br>has to force an entry to the <b>buildings</b><br>because of an emergency involving <b>you</b> or<br><b>your family</b> .   | <ul> <li>17. a) Entry gained as a result of the home being used for illegal activities;</li> <li>b) Loss or damage whilst the home is left unoccupied/empty or unfurnished.</li> </ul>   |
| 18. CONTRACTING PURCHASER<br>If you have contracted to sell the home, the<br>purchaser shall have the full protection of<br>your policy, in respect of the buildings up<br>to the date of completion of the purchase;<br>as long as the home is not covered by any<br>other insurance.   | <ol> <li>Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li> </ol>   |
| <ol> <li>DAMAGE TO THE GARDEN</li> <li>We will pay up to £1,000 for loss or damage to trees, shrubs, plants and lawns; if they are damaged during the following perils insured; Theft, Impact/Collision, Fire, Malicious Damage and Riot.</li> <li>We will not pay more than £250 for the lawn, any one tree, shrub or plant.</li> </ol>   | <ol> <li>Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li> </ol>   |
| <ul> <li>20. 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.</li></ul> | <ul> <li>20. Your legal liability to pay compensation arising directly or indirectly from: <ul> <li>a) An agreement which imposes a liability on you which you would not be under in the absence of such agreement;</li> <li>b) The use or occupation of the home for any business, trade, profession or employment;</li> <li>c) 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;</li> <li>d) Damage to property belonging to or under the control of you or a member of your family residing with you;</li> <li>e) Death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment;</li> <li>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;</li> <li>g) If you are entitled to indemnity under another insurance policy;</li> <li>h) Arising more than seven years after this policy has expired or been cancelled;</li> <li>i) For the cost of rectifying any fault or alleged fault.</li> </ul></li></ul> |

| What is covered   | What is not covered   |
|---|---|
| 21. DEATH FOLLOWING FATAL INJURY<br>We will pay up to £10,000 for compensation<br>for death if you or anyone in your family<br>is killed on the property following an insured<br>peril by fire, theft, riot, storm/flood, impact,<br>subsidence, escape of water or escape of oil;<br>provided that death occurs within 30 days of<br>such injury.<br>We will not pay more than the noted amount<br>of £10,000 for any one claim. | <ul> <li>21. a) Any amount in excess of £10,000 for each person insured;</li> <li>b) Loss or damage whilst the home is left unoccupied/empty or unfurnished.</li> </ul> |

# **Buildings Additional cover - Accidental Damage**

Your certificate will show if this extension has been chosen.

| What is covered  | What is not covered   |
|--|---|
| 22. ACCIDENTAL LOSS OR ACCIDENTAL DAMAGE<br>TO THE BUILDINGS   | 22. The amount of the <b>excess</b> shown in the <b>certificate</b> .   |
| This includes the <b>outbuildings</b> , grounds<br>that the home stands on and fixtures and<br>fittings. | Accidental loss or damage:  |
|  | <ul> <li>a) Specifically excluded under Buildings<br/>Standard Cover;</li> </ul>  |
|  | <li>b) More specifically insured elsewhere in<br/>this <b>policy</b>;</li>  |
|  | c) By frost;  |
|  | <ul> <li>d) By wear and tear or gradually<br/>developing, deterioration, settlement or<br/>shrinkage of the <b>buildings;</b></li> </ul>      |
|  | <ul> <li>e) By vermin, insects, fungus, wet or dry<br/>rot;</li> </ul>  |
|  | <li>f) By chewing, scratching, tearing or<br/>fouling by domestic pets;</li>  |
|  | <li>g) By mechanical or electrical breakdown or<br/>failure;</li>   |
|  | <ul> <li>h) Arising from the alteration or extension<br/>of the <b>buildings</b> or cost of maintenance<br/>or routine decoration;</li> </ul> |
|  | <ul> <li>Arising from faulty workmanship,<br/>defective design or use of defective<br/>materials;</li> </ul>                                  |
|  | <li>j) Whilst the home is unoccupied/empty<br/>or unfurnished.</li>   |
|  | <ul> <li>k) Damage when the property is lent, let,<br/>sub-let or occupied by anyone other than<br/>you or your family.</li> </ul>            |

# **Contents Standard Cover**

Your certificate will show if this section is in force. Inflation protection applies (see page 34).

| What is covered   | What is not covered  |
|---|--|
| All of the following things are included, provided<br>that they belong to <b>you</b> or <b>your family</b> or <b>you</b><br>or <b>they</b> are legally responsible for them and<br>they are mainly used for private purposes:     | <ul> <li>a) The amount of the excess shown in the certificate;</li> <li>b) Watercraft (which includes sailboards and windsurfers), any equipment designed</li> </ul>                           |
| Household Goods   | for use in or on water, aircraft, caravans,<br>trailers and mechanically propelled   |
| This includes <b>you</b> and <b>your family</b> 's interior decorations.  | vehicles (which includes motor cycles, children's motorcycles, children's motor  |
| Personal Effects  | cars, quad bikes and children's quad bikes)<br>but lawnmowers, garden implements,  |
| This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable TVs, sports equipment and pedal cycles. It does not include <b>valuables</b> or <b>money.</b> | wheelchairs models and toys are covered.<br>Including parts, accessories, tools, fitted<br>radios, cassette players and compact disc<br>players designed for use in or on all of the<br>above; |
| ,<br>Valuables  | c) Any living creature;  |
| This means jewellery (including costume   | <ul> <li>d) Property more specifically insured by any other insurance;</li> </ul>  |
| jewellery), articles of or containing gold, silver or<br>other precious metals, cameras (which includes   | e) Documents other than as shown in cover 21;  |
| video cameras and camcorders), binoculars,  | f) Lottery tickets and raffle tickets;   |
| watches, furs, paintings and other works of art, collections of stamps, coins and medals.   | <li>g) Any part of the structure of the <b>buildings</b><br/>other then fixtures and fittings for which <b>you</b><br/>are responsible as occupier;</li>                                       |
| Money   | h) Property mainly used for business, trade,   |
| This means coins, bank notes in current use,<br>postal orders, postage stamps (which are not  | profession or employment purposes.   |
| part of a collection), trading stamps, premium  | <ul> <li>i) Fixtures and fittings;</li> <li>j) Contents permanently fitted or fixed into</li> </ul>  |
| bonds, saving stamps or <b>certificate</b> s, luncheon vouchers, record book or similar tokens, money   | any part of the <b>buildings</b> ;   |
| orders, travel tickets (including season tickets),<br>petrol coupons, gift tokens, phonecards, pre-   | (Fixtures and fittings and <b>contents</b> therein are covered under <b>buildings)</b> .   |
| booked event and entertainment tickets and<br>electronic money cards.   | are covered under <b>buildings)</b> .  |
|   |  |

### 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, 13, 18, 24 (where limits apply, **we** will not pay more than the stated amount). **We** will pay, in addition, amounts due under cover 14-17, 19 - 23 and 25-28 up to the limits shown;

The following limits apply:

| For any one valuable                                | - 5% of the <b>contents sum insured</b> ;    |
|---|--|
| For any one claim for valuables                     | - one third of the contents sum insured;     |
| For money   | - £250.                                      |
| <br>e are the standard limits, if <b>you</b> have i | increased any of them the revised limits whi |

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   |
|--|---|
| Loss or damage to <b>your</b> or <b>your family's</b><br><b>contents</b> whilst they are in the <b>home</b> by<br>following causes:                    | The amount of the <b>excess</b> shown in the <b>certificate</b> except for covers 25, 26 and 27.  |
| <ol> <li>Fire, smoke, explosion, lightning,<br/>earthquake.</li> </ol>   | 1. a) Smoke damage arising gradually or out of repeated exposure, smog, agriculture or industrial work or pollution;  |
|  | <ul> <li>b) For loss or damage whilst the home is<br/>unoccupied/empty or unfurnished;</li> <li>c) Any loss or damage caused as a result<br/>of the property being used for illegal</li> </ul>  |
| 2. Storm or flood.<br>Storms normally means very windy   | activities.<br>2. a) Loss or damage by frost;<br>b) Loss or damage to property in the open;   |
| conditions accompanied by heavy rain hail or<br>snow. Heavy rain alone does not constitute<br>a storm unless it is of unusual or extreme<br>intensity. | <ul> <li>c) Loss or damage caused by rising ground water levels;</li> <li>d) Loss or damage whilst the property is unoccupied/empty or unfurnished.</li> </ul>  |
| 3. Theft or attempted theft.<br>Minimum security precautions <b>endorsement</b>  | 3. a) Loss or damage whilst the <b>home</b> is <b>unoccupied/empty</b> or <b>unfurnished</b> .  |
| may apply – see <b>certificate</b> .   | <ul> <li>b) Loss or damage caused by you,<br/>any member of your family, any<br/>employee, or any loss or damage caused<br/>intentionally by the resident residing in<br/>the building or other people lawfully on<br/>the premises or with the deception of<br/>any of these persons;</li> </ul> |
|  | <li>c) Any loss or damage caused as a result<br/>of the property being used for illegal<br/>activities;</li>  |
|  | <ul> <li>d) Loss or damage not reported to the police;</li> </ul>   |
|  | <ul> <li>e) Loss where property is obtained by<br/>any person using any form of payment<br/>which proves to be counterfeit, false,<br/>fraudulent, invalid, uncollectible,<br/>irrecoverable or irredeemable for any<br/>reason.</li> </ul>   |
|  | We will not pay for the following, unless there has been forcible and violent entry to or exit from the <b>home</b> :   |
|  | <ul> <li>a) Loss or damage from the home if any<br/>part of it is occupied by anyone but you<br/>or your family;</li> </ul>   |
|  | <ul> <li>b) Loss or damage from any part of the<br/>home which is used for any business,<br/>trade, profession or employment<br/>purposes.</li> </ul>   |
| <ul><li>4. Escape of water from:</li><li>a) A fixed:</li></ul>   | <ol> <li>a) Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished;</li> </ol>   |
| <ul><li>i) Water installation;</li><li>ii) Drainage installation;</li></ul>  | <li>b) The first £250 of each and every<br/>claim, unless shown differently in the<br/>certificate.</li>  |
| <ul><li>iii) Heating installation;</li><li>b) Any domestic appliance.</li></ul>  | Damage caused by the escape of water is<br>covered but damage to the installation is<br>only covered if an insured cause or cover is<br>operative.  |
|  | Please refer to General Conditions and Exclusions.  |
|  |   |

| What is covered  | What is not covered   |
|--|---|
| <ol> <li>Escape of oil from a fixed oil-fired heating<br/>installation including smoke and smudge<br/>damage by vaporisation due to a defective<br/>oil-fired heating installation.</li> </ol> | <ol> <li>Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li> <li>Damage caused by the escape of oil is<br/>covered but damage to the installation is<br/>only covered if an insured cause or cover is<br/>operative.</li> </ol>   |
| <ol> <li>Malicious persons or vandals.<br/>Minimum security precautions endorsemen<br/>may apply – please refer to your<br/>certificate.</li> </ol>  | <ul> <li>b) Loss or damage caused by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident residing in the building or other people lawfully on the premises or with the deception of any of these persons;</li> <li>c) Any loss or damage caused as a result of the property being used for illegal activities;</li> <li>d) Loss or damage not reported to the police;</li> <li>e) We will not pay for the following; unless there has been forcible and violent entry to or exit from the home: <ul> <li>i) Loss or damage from the home if any part of it is occupied by anyone but you or your family;</li> <li>ii) Loss or damage from any part of the home which is used for any business, trade, profession or</li> </ul> </li> </ul> |
| <ol> <li>Riot, civil commotion, strikes, labour and political disturbances.</li> </ol>   | employment purposes. 7. Whilst the property is left <b>unoccupied/</b> empty or unfurnished.  |
| <ul> <li>8. Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.</li> <li>9. Collision by:</li> </ul>   | <ul> <li>8. Loss or damage <ul> <li>a) Resulting from coastal or river bank erosion.;</li> <li>b) Caused by normal settlement, shrinkage or expansion;</li> <li>c) Arising from construction, structural alteration, repair or demolition;</li> <li>d) Arising from the use of defective materials, defective design or faulty workmanship;</li> <li>e) 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.</li> </ul> </li> <li>9. Loss or damage caused by:</li> </ul>   |
| <ul> <li>a) Aircraft;</li> <li>b) Aerial devices;</li> <li>c) Road or rail vehicles;</li> <li>d) Animals.</li> <li>10. Falling trees or branches.</li> </ul>                                   | <ul> <li>a) Domestic pets;</li> <li>b) Insects;</li> <li>c) Whilst the property is left unoccupied/empty or unfurnished.</li> <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> <li>c) Whilst the property is left unoccupied/empty or unfurnished.</li> </ul>  |

| What is covered  | What is not covered   |
|--|---|
| <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>   | <ul> <li>11. a) Loss or damage to the items themselves;</li> <li>b) Whilst the home is unoccupied/empty or unfurnished.</li> </ul>  |
| <ul> <li>12. HOME ENTERTAINMENT EQUIPMENT<br/>Damage to: <ul> <li>a) Television sets and their aerials;</li> <li>b) Radios;</li> <li>c) Record players, compact disc players and tape recorders;</li> <li>d) Video recorders;</li> <li>e) DVD players;</li> <li>f) Home computer desktops;</li> <li>g) Cable/satellite/digital television receivers.<br/>Cover is limited to loss or damage caused by an insured peril under causes 1-11.</li> </ul></li></ul> | <ul> <li>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;</li> <li>b) Mechanical or electrical breakdown or failure;</li> <li>c) Damage to records, discs, cassettes and tapes;</li> <li>d) Loss or damage to laptops;</li> <li>e) Damage or contamination to computers or computer equipment by: <ul> <li>i) Erasure or distortion of data;</li> <li>ii) Erasure or mislaying or misfiling of documents or records;</li> <li>iii) Viruses;</li> </ul> </li> <li>f) Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering;</li> <li>g) Loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>h) Damage to equipment not in or on the home;</li> <li>i) Loss or damage by chewing, scratching, tearing or fouling by domestic pets;</li> <li>j) Damage caused by rot, fungus, insects or vermin;</li> <li>l) Damage caused by any gradually operating cause;</li> <li>n) Whilst the home is unoccupied/empty or unfurnished.</li> </ul> |
| <ul> <li>13. MIRRORS AND GLASS<br/>Breakage of: <ul> <li>a) Mirrors;</li> <li>b) Fixed glass in and glass tops of furniture;</li> <li>c) Ceramic hobs and ceramic tops of cookers;</li> <li>d) Glass oven doors.<br/>Cover is limited to loss or damage caused by an insured peril under causes 1-11.</li> </ul> </li> </ul>   | <ul> <li>13. a) Loss or damage whilst the home is unoccupied/empty or unfurnished;</li> <li>b) Loss or damage to your or your family's contents, whilst they are not in the home.</li> </ul>  |

| What is covered   | What is not covered  |
|---|--|
| <ul> <li>14. REPLACEMENT OF LOCKS <ul> <li>We will pay for the cost of replacing keys and locks or lock mechanisms to:</li> <li>a) External doors and windows of the home;</li> <li>b) A safe within or an alarm protecting the home;</li> <li>following the theft of keys.</li> <li>We will not pay more than £500 for any one claim.</li> </ul> </li> <li>15. CREDIT CARD LIABILITY <ul> <li>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 or your family.</li> <li>We will not pay any more than £250 for any one claim.</li> </ul> </li> <li>Do not forget to immediately inform the police and issuing authorities in the event of a loss.</li> </ul> | <ul> <li>14. a) The cost of replacing keys and locks to a garage or outbuilding.</li> <li>b) Damage caused as a result of the home being used for illegal activities;</li> <li>c) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> <li>We will only pay under Contents Standard Cover or Buildings Standard Cover if both sections are insured for any one claim.</li> <li>15. Any loss unless: <ul> <li>a) You or your family have complied with the terms and conditions of the issuing authority;</li> <li>b) Any loss or claim due to accounting errors or omissions;</li> <li>c) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul> </li> </ul> |
| <ul> <li>16. LOSS OF OIL AND METERED WATER</li> <li>We will pay for loss of domestic heating oil and metered water.</li> <li>We will not pay more than £500 for any one claim</li> <li>This cover is limited to the leakage of water or oil following damage caused under causes 4 and 5.</li> <li>17. CONTENTS REMOVED TO THE GARDEN Loss or damage by causes 1-11 to contents whilst in the open within the boundaries of the land belonging to the home.</li> </ul>  | <ul> <li>16. Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> <li>17. Loss or damage to: <ul> <li>a) Valuables or money;</li> <li>b) Plants and trees;</li> <li>c) Loss or damage whilst the home is</li> </ul> </li> </ul>   |
| <ul> <li>We will not pay more than £500 for any one claim.</li> <li>18. TEMPORARY REMOVAL Loss or damage by causes 1-11 to the contents temporarily removed from the home to: <ul> <li>a) Any bank or safe deposit;</li> <li>b) Any occupied private dwelling;</li> <li>c) Any building where you or your family are working or temporarily residing within the territorial limits.</li> </ul> </li> <li>We provide insurance protection for contents in the home during normal periods of unoccupancy, for example when you are on holiday.</li> <li>We will not pay more than 20% of the sum insured for contents for any one claim. However if you are going away for 60 consecutive days or more, if the home is to be vacated, please tell us as this will affect the terms of your policy.</li> </ul>   | <ul> <li>c) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> <li>18. Loss or damage: <ul> <li>a) By theft unless it involves forcible and violent entry to or exit from a building;</li> <li>b) From a caravan, mobile home or motor home;</li> <li>c) Outside the territorial limits by riot, civil commotion, strikes, labour and political disturbances or malicious persons;</li> <li>d) To china, glass, earthenware or other fragile items, unless they were packed by professional packers;</li> <li>e) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul> </li> </ul>  |

| What is covered   | What is not covered   |
|---|---|
| <ul> <li>19. STUDENTS COVER AWAY FROM HOME We will pay up to £2,000 worth of your family's contents which have been temporarily removed to a building where a member of your family is in full-time education in the United Kingdom. The most we will pay for any one claim is £500 </li> <li>20. ALTERNATIVE ACCOMMODATION <ul> <li>a) Whilst the home cannot be lived in the lived in</li></ul></li></ul> | <ul> <li>19. Loss or damage: <ul> <li>a) By a cause specifically excluded by this policy under Contents Standard Cover;</li> <li>b) Contents kept permanently in any premises your family owns, leases or rents, except the home shown on your certificate;</li> <li>c) Contents taken outside of the building;</li> <li>d) Theft and malicious damage is restricted to forcible and violent entry only;</li> <li>e) When the private dwelling the contents are being temporarily housed is left unoccupied/empty or unfurnished.</li> </ul> </li> <li>20. a) Any costs your family would have to pay once the property becomes habitable again:</li> </ul> |
| <ul> <li>because of loss or damage covered by this policy, we will pay for: <ul> <li>Rent payable for which you are legally liable;</li> <li>or</li> <li>The reasonable increased cost of alternative accommodation for you and your family and your domestic pets;</li> </ul> </li> <li>b) Whilst the home cannot be lived in as a direct result of loss or damage caused to a neighbouring property, which restricts you from gaining entry to your property. We will only pay if the damage caused to the neighbouring property would have been covered by an event insured by this Contents Insurance policy.</li> <li>We will not pay more than 20% of the sum insured for contents for any one claim.</li> </ul>  | again;<br>b) Loss or damage whilst the <b>home</b> is<br><b>unoccupied/empty</b> or <b>unfurnished</b> .  |
| <ul> <li>21. DOCUMENTS Loss or damage by causes 1-11 to documents (other than money) whilst: <ul> <li>a) Within the main building of the home;</li> <li>or</li> <li>b) Deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world.</li> <li>We will not pay more than £250 for any one claim.</li> </ul></li></ul>   | <ul> <li>21. a) Property more specifically insured by any other insurance;</li> <li>b) Property mainly used for business trade profession or employment purposes;</li> <li>c) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul>   |
| <ul> <li>22. AUTOMATIC INCREASE IN SUM INSURED<br/>FOR GIFTS AND PROVISIONS</li> <li>The contents sum insured is automatically<br/>increased for gifts and provisions: <ul> <li>a) During the months of November and<br/>December (if within the period of<br/>insurance);</li> </ul> </li> <li>b) During the period 30 days before and<br/>30 days after your or your family's<br/>wedding (if within the period of<br/>insurance).</li> <li>We will not pay more than 10% of the sum<br/>insured for contents for any one claim.</li> </ul>   | <ul> <li>22. a) Loss or damage specifically excluded under this Contents Standard Cover;</li> <li>b) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul>  |

| What is covered  | What is not covered   |
|--|---|
| 23. VISITOR'S PERSONAL EFFECTS<br>Loss or damage by causes 1-11 to visitor's<br>personal effects whilst contained within the<br><b>home.</b>   | <ul> <li>23. a) Loss or damage specifically excluded under Contents Standard Cover;</li> <li>b) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul>   |
| <ul> <li>We will not pay more than £500 for each visitor for any one claim.</li> <li>24. DOMESTIC STAFF'S PERSONAL EFFECTS Loss or damage by causes 1-11 to domestic staff's personal effects contained within the home.</li> <li>We will not pay more than £500 for each member of domestic staff for any one claim.</li> </ul>   | <ul> <li>24. a) Loss or damage specifically excluded under Contents Standard Cover;</li> <li>b) Loss or damage whilst the home is unoccupied/empty or unfurnished.</li> </ul>   |
| <ul> <li>25. 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: <ul> <li>a) A change in temperature;</li> <li>b) Contamination by refrigerant fumes.</li> <li>The refrigerator or deep freeze cabinet must be:</li> <li>a) In the home;</li> <li>b) Owned by or the responsibility of you or your family.</li> <li>We will not pay more than £500 for any one claim.</li> </ul> 26. LIABILITY TO DOMESTIC STAFF</li></ul>                                     | <ul> <li>25. Loss or damage resulting from: <ul> <li>a) The deliberate act of you or your family or any electricity supplier cutting off the gas or electricity;</li> <li>b) Strike, lock-out or industrial dispute;</li> <li>c) Property more specifically insured by any other insurance;</li> <li>d) Property used for business, trade, profession or employment services;</li> <li>e) Loss or damage whilst the home is unoccupied/empty or unfurnished;</li> <li>f) Loss or damage to food that was not for the private consumption of you or your family.</li> </ul> </li> <li>26. You or your family's legal liability to pay</li> </ul> |
| Any amount that <b>you</b> or <b>your family</b><br>become legally liable to pay as compensation<br>(including claimant's costs and expenses)<br>for death, bodily injury or illness of any<br><b>domestic staff</b> within the United Kingdom,<br>the Channel Islands or the Isle of Man.<br><b>We</b> will not pay more than £10,000,000 in<br>respect of all compensation (which includes<br>costs and expenses agreed by <b>us</b> in writing),<br>for any claim or series of claims arising from<br>any one event or one source or original<br>cause. | <ul> <li>compensation or costs arising from bodily injury (including death) sustained by any domestic staff when domestic staff are: <ul> <li>a) Carried in or upon a vehicle;</li> <li>or</li> <li>b) Entering or getting on to or alighting from a vehicle;</li> <li>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.</li> <li>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.</li> </ul> </li> </ul>  |

| <ul> <li>27. 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 Standard Cover of this policy; b) Accidental dreakage of: i) Fixed glass in:     Windows;     Doors;     Enalights;     Skylights;     Corenhouses;     Corenhouses;</li></ul> | What is covered  | What is not covered  |
|--|--|--|
|  | <ul> <li>(applicable if the home is rented)</li> <li>Any amount that you or your family<br/>become legally liable to pay as tenant of the<br/>home in respect of:</li> <li>a) Damage to the buildings by any cause<br/>specified under Buildings Standard Cover<br/>of this policy;</li> <li>b) Accidental damage to cables, drain<br/>inspection covers or underground drains,<br/>pipes or tanks providing a service to or<br/>from the home;</li> <li>c) Accidental breakage of: <ul> <li>i) Fixed glass in: <ul> <li>Windows;</li> <li>Doors;</li> <li>Fanlights;</li> <li>Skylights;</li> <li>Greenhouses;</li> <li>Ornservatories;</li> <li>Verandahs;</li> </ul> </li> <li>ii) Fixed ceramic hobs or hob covers;</li> <li>iii) Fixed sanitaryware and bathroom<br/>fittings.</li> </ul> </li> <li>We will not pay more than 10% of the sum<br/>insured for contents for any claim or series<br/>of claims arising from any one event or one<br/>source or original cause.</li> </ul> <li>28. LIABILITY TO THE PUBLIC<br/>Any amount that you or your family<br/>become legally liable to pay as compensation<br/>(including claimant's costs and expenses)<br/>occurring in respect of accidental: <ul> <li>Death, bodily injury or illness of any<br/>person not a domestic staff of either<br/>you or your family;</li> <li>b) Damage to property not belonging to or<br/>in the custody or control of you or your<br/>family or domestic staff;<br/>and arising from: <ul> <li>i) The occupation of the home (but not<br/>its ownership);</li> <li>ii) The private pursuits of you or your<br/>family of domestic staff;</li> <li>and arising from: <ul> <li>ii) The private pursuits of you or your<br/>family of domestic staff.</li> </ul> </li> <li>We will not pay more than £2,000,000<br/>(which includes costs and expenses agreed<br/>by us in writing) for any claim or series of<br/>claims arising from any one event or one</li> </ul></li></ul></li> | <ul> <li>28. Legal liability to pay compensation or costs arising from: <ul> <li>a) Any business, trade, profession or employment;</li> <li>b) The transmission of any communicable disease or virus;</li> <li>c) The ownership, possession or use of any mechanically propelled vehicle (which includes 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 any models;</li> <li>d) The ownership, possession or use of watercraft (which includes sailboards and windsurfers), any equipment designed for use in or on water, 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;</li> <li>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);</li> <li>f) Any action for damages brought in a court outside the United Kingdom, the</li> </ul></li></ul> |

| What is covered   | What is not covered  |
|---|--|
| <ul> <li>29. UNRECOVERED DAMAGES</li> <li>We will pay the amount of any award of damages made in your or your family's favour which: <ul> <li>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;</li> <li>b) Is made by a court within the United Kingdom, the Isle of Man or Channel Islands;</li> <li>c) Is still outstanding six months after the date on which it is made;</li> <li>d) Is not the subject of an appeal.</li> <li>We will not pay more than £100,000 in respect of any one</li> </ul> </li> </ul> |  |
| <ul> <li>30. MOVING AS A DIRECT RESULT OF A VIOLENT CRIME</li> <li>If you decide to move as a direct result of murder, manslaughter, rape or serious physical assault committed against you or your family in your home by a non-family member (who criminal charges have been brought against), we will pay up to £5,000 for conveyancing costs, estate agents' fees and removal expenses you have to pay.</li> <li>31. DEATH FOLLOWING A FATAL INJURY We will pay for compensation for death if you or anyone in your family is killed</li> </ul>   | <ul> <li>30. a) Any loss or damage caused as a result of the property being used for illegal activities;</li> <li>b) Loss or damage whilst the home is left unoccupied/empty or unfurnished.</li> <li>31. a) Any amount in excess of £10,000;</li> <li>b) Loss or damage whilst the home is left unoccupied/empty or unfurnished.</li> </ul> |
| <ul> <li>on the property following an insured peril<br/>by fire, theft, riot, storm/flood, impact,<br/>subsidence, escape of water or escape of oil;<br/>provided that death occurs within 30 days of<br/>such injury.</li> <li>We will not pay more than the noted amount<br/>of £10,000 for any one claim.</li> </ul>   | unoccupied/empty of unfurnished.   |

# **Contents Additional Cover - Accidental Damage**

Your certificate will show if this extension has been chosen

| What is covered  | What is not covered   |
|--|---|
| 32. Accidental loss or <b>accidental damage</b> to <b>contents</b> whilst in the <b>home</b> .<br><i>This includes household goods, personal</i> | <ol> <li>Any accidental loss or accidental<br/>damage specifically excluded under<br/>Contents Standard Cover;</li> </ol>   |
| effects and valuables.   | b) Accidental loss or damage:   |
|  | <ul> <li>By mechanical or electrical<br/>breakdown or failure;</li> </ul>   |
|  | <li>ii) Arising from the cost of remaking<br/>any film, disc or tape or the value of<br/>any information contained on it;</li>  |
|  | <li>iii) Caused by or in the process of<br/>cleaning, maintenance, repair,<br/>dismantling, restoring, altering,<br/>dyeing or washing;</li>                                  |
|  | <li>iv) By chewing, scratching, tearing or<br/>fouling by domestic pets;</li>   |
|  | 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<br>Contents Standard Cover;   |
|  | xii) To computers or computer   |
|  | equipment:<br>• By erasure or distortion of data;<br>• By accidental erasure or<br>mislaying or misfiling of<br>documents or records;<br>• By viruses;<br>• By contamination; |
|  | xiii) Arising from depreciation in value or<br>consequential loss;  |
|  | xiv) Whilst the <b>home</b> is <b>unoccupied/</b><br><b>empty</b> or <b>unfurnished;</b>  |
|  | xv) Damage when the property is lent,<br>let, sub-let or occupied by anyone<br>other than you or your family.   |
| 33. HOUSE REMOVAL  | 33. Accidental loss or damage:  |
| Accidental loss or damage to contents  | a) To money;  |
| whilst in the course of removal by<br>professional removal contractors from the<br><b>home</b> to any new private residence within               | <li>b) To china, glass, porcelain or any other<br/>item of earthenware; unless packed by<br/>professional removal contractors;</li>   |
| the United Kingdom, the Channel Islands or the Isle of Man.  | c) To jewellery;  |
|  | d) During sea transit;  |
|  | <ul> <li>e) Whilst the contents are in storage;</li> </ul>  |
|  | <li>f) By mechanical or electrical breakdown or<br/>failure;</li>   |
|  | <ul> <li>e) Any other loss or damage specifically<br/>excluded by this Contents Insurance<br/><b>policy</b>;</li> </ul>   |
|  | <li>f) Loss or damage whilst the home is<br/>unoccupied/empty or unfurnished.</li>  |
|  |   |

# **Personal Possessions**

**Your certificate** will show if this section is in force. Inflation protection applies (see page 34).

# 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, **laptops**, 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  ${\bf sum}\ {\bf insured}$  for Personal Possessions is included within the  ${\bf sum}\ {\bf insured}$  for Contents Standard Cover and is not in addition to it.

The following limits apply:

| For money                       | -£500;   |
|---------------------------------|----------|
| For credit cards                | - £250;  |
| For mobile phones               | - £250;  |
| For any one pedal cycle         | -£400;   |
| For any one unspecified article | -£1,500; |

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.** 

Where a single item is more than £1,500 in value, **you** will need to tell **us** at inception. For items with a value over £1,500, **you** will need to provide proof of the value.

| What is covered   | What is not covered  |
|---|--|
| <ul> <li>What is covered</li> <li>1. Loss or damage to valuables, money and personal effects belonging to you or your family whilst: <ul> <li>a) Anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean islands and those countries bordering the Mediterranean;</li> <li>or</li> <li>b) Anywhere in the world for up to 60 days during any period of insurance.</li> </ul> </li> </ul> | <ol> <li>The amount of the excess shown in the schedule         Loss or damage:         <ul> <li>Arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>Caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering;</li> <li>Caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>Caused by any gradually operating cause or wear and tear;</li> <li>Caused by theft or attempted theft from</li> </ul> </li> </ol>   |
|   | <ul> <li>an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked;</li> <li>(g) To items not in the care, custody or control of you or your family or an authorised person;</li> <li>h) Caused by theft or attempted theft from an unlocked hotel room;</li> <li>i) By depreciation in value or consequential loss;</li> <li>j) By mechanical or electrical breakdown or failure;</li> <li>k) To watercraft (which includes sailboards and windsurfers), any equipment designed for use in or on water aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, dises and toys are covered;</li> <li>l) To parts, accessories, tools, fitted radios cassette players and compact disc players for the things excluded in (k) above;</li> <li>m) By theft or attempted 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;</li> <li>n) To any property mainly used for business, trade, profession or employment purpose;</li> <li>o) To plants or any living creature;</li> <li>p) To documents;</li> <li>q) To contact lenses;</li> <li>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;</li> <li>s) Specifically provided for elsewhere in this policy;</li> </ul> |
|   |  |

| What is covered   | What is not covered  |
|---|--|
|   | <ul> <li>t) To computers or computer equipment: <ul> <li>i) By erasure or distortion of data;</li> <li>ii) By accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii) By viruses;</li> <li>iv) By contamination;</li> </ul> </li> <li>u) Whilst the home is left unoccupied/empty or unfurnished;</li> <li>v) To property more specifically insured by any other insurance;</li> <li>w) To lottery tickets and raffle tickets;</li> <li>x) To items which customs or other officials confiscate or are keeping a hold of;</li> </ul> |
|   | <ul> <li>y) Loss or damage not reported to the police within 24 hours.</li> </ul>  |
| 2. You or your family's liability under the   | 2. Any loss or claim:  |
| terms of any credit card or cash dispenser<br>card agreement, as a direct result of its<br>unauthorised use by any person not related<br>to or residing with <b>you</b> or <b>your family</b> . | <ul> <li>a) Unless you and your family have<br/>complied with the terms and conditions<br/>of the issuing authority;</li> </ul>  |
| to or residing with you or your failing.  | <li>b) Due to accounting errors or omissions;</li>   |
|   | <ul> <li>c) Resulting from unauthorized use by a<br/>member of your family;</li> </ul>   |
|   | <ul> <li>Not reported to the police and the card<br/>issuer within 24 hours.</li> </ul>  |

# **Endorsements, Special Terms and Conditions**

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

# 1. Alarm Clause (1)

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

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

# 2. Safe Clause (2)

This insurance does not cover theft of jewellery, worth over  $\pm 500$  per individual item, from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

### 3. Non-Standard Construction Clause (3)

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

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

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 (5)

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 (6)

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

# 7. Keys Clause (7)

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

# 8. Thatch Clause (8)

- 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 (9)

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 (10)

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 (11)

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 (12)

 $\pmb{We}$  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 (13)

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 (14)

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

### 15. Flat Roof Clause (15)

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 (16)

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 (17)

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

### **18.** Theft Limitations Clause (18)

This insurance does not cover theft or attempted theft from the  $\ensuremath{\textbf{home}}$  , 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 the trees to ensure that they do not affect the structure or drains and sewers of the property insured;

b) Prune or pollard the trees as appropriate.

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

### 20. Maintenance Clause (20)

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

A full list of these requirements is provided in the maintenance guide, which is available on **our** website at *www.rentguard.co.uk/mainclause*.

### 21. Escape of Water Endorsement (21)

This insurance cover will only pay up to £10,000 in any one **period of insurance**, for this peril.

### 22. Contents Temporarily Removed from the Home (22)

It is understood and agreed that this insurance does not cover **contents** temporarily removed or **contents** outside the **home**.

# **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 (it should be noted that the rebuilding **sum insured** may be different from 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

 ${\bf You}$  must notify  ${\bf us}$  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/empty or unfurnished or you will be carrying out any form of renovations on the property;
- 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. Failure to inform us of any change in circumstances may invalidate any future claims.

### Taking care of your property

You and your family must take any and 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. All protections provided for the safety of the **building** specified in the **certificate** 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.

#### Notification

You must inform us if any percentage of the roof is flat.

**You** must inform **us** if the property has trees or shrubs within 7 metres that are more than 3 metres tall.

#### **Precious Stones**

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

#### Maintenance

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

A full list of these requirements is provided in the maintenance guide, which is available on **our** website at *www.rentguard.co.uk/mainclause*.

#### Unoccupancy

Unoccupancy period under this insurance **policy** is limited to 60 days. There is no insurance cover for homes that have been **unoccupied** for more than 60 consecutive days.

# Cancellation

# **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, from date of inception, in which to consider the content of **your** insurance **policy** and the extent of cover therein. Cancellation of **your policy** within these 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 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**, or there is reason to believe a claim will be made, 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**.

# **General Exclusions**

These exclusions apply throughout your policy.

# We will not pay for

# **Illegal Activities**

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

#### Maintenance

Cover does not extend to damage caused by maintenance and normal redecoration costs, damage which is specifically excluded elsewhere, wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause. Cover also excludes faulty materials, design or workmanship, chewing, scratching, tearing or fouling by domestic pets, **building** renovations, alterations, extensions or repairs, damage by mechanical, electronic fault or breakdown.

### Pre existing damage

Liability, injury or damage occurring before the cover under your policy started, will not be insured.

### Contractors

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

#### **Diminution Market Value**

There is no cover for diminution of market value beyond the cost of repair or replacement of any damaged property.

### **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.

### **Reduction in Market Value**

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

### Confiscation

Any loss, 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:

- 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, 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 laptop, 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 laptop, 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, damage or legal liability for which cover is in force under this **policy** is not affected.

# **Inflation Protection**

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

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

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

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 30).

# **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 **RGA Underwriting Limited** as soon as possible.

If there has been malicious damage, theft or attempted theft,  $\mathbf{you}$  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.

### **Control of claims**

Do not admit, deny, negotiate or settle a claim without **our** written consent. If **you** or **your family** are being held liable by anyone wishing to make a claim, **you** must not admit liability/responsibility or negotiate to settle a claim. **You** must contact **us** immediately with the full details and any correspondence **you** might have. However, **you** should make emergency/temporary repairs to the property to prevent further damage, but do not throw away any damaged items or carry out full repairs before **we** have a chance to inspect the property or the **contents**.

### 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

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

- Make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;
- Make a statement in support of a claim knowing the statement to be false in any respect;
- Submit a document in support of a claim knowing the document to be forged or false in any respect;
- Make a claim in respect of any loss or damage caused by your wilful act or with your deception, then we:

- i) Shall not pay the claim;
- ii) Shall not pay any other claim which has been or will be made under the **policy**;
- iii) May, at **our** option, declare the **policy** void;
- Shall be entitled to recover from you the amount of any claim already paid under the policy since the last renewal date;
- v) Shall not make any return premium;
- vi) May inform the police of the circumstances.

# **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 30).

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 30).

# **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 **RGA Underwriting Limited**, 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, **RGA Underwriting Limited**; 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 **RGA Underwriting Limited** 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**.

#### **Financial Services Compensation Scheme**

If Equity Red Star is not able to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS. The scheme will cover 90% of the claim with no upper limit. You can get more information from us or the Financial Services Authority or by visiting the FSCS website at *www.fscs.org.uk*.

Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. Our registration number is 204851.

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:

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