Policy Terms & Conditions

Buildings & Contents

insurance for landlords

Underwritten by certain Underwriters at Lloyds
Rentguard

Introduction

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

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 0800 408 6800

This property insurance has been arranged by Rentguard Ltd and administered through RGA Underwriting Ltd and is underwritten by Certain Underwriters at Lloyd’s, who are authorised and regulated by the Financial Conduct Authority.
Important Information

This document, the certificate and any endorsement(s) attached form your insurance. This document sets out the conditions of the insurance between you and us. Please read the whole document carefully and keep it in a safe place.

This insurance relates ONLY to those sections which are shown in the certificate as being included and each property included under this insurance is considered to be covered as if separately insured.

It is important that:

• you check that the information contained in the certificate is accurate and that the certificate reflects the coverage sections you have requested (see the “Information you have given us” section);
• you notify us of any inaccuracies in the information contained in the certificate, or of any changes to that information (see the “Notifying us of any changes or inaccuracies” section);
• you take all reasonable steps to prevent loss, damage or an accident and keep the property in a good state of repair; and
• you comply with the “Claims Procedure” in the event of a claim, your duties under each section, and your duties under the insurance as a whole.

Failure to comply with the above could adversely affect your insurance or any claim you make.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this insurance as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example we may:

• treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
• amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
• charge you more for your insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
• cancel your insurance in accordance with the “Cancelling this insurance” section.

We or Rentguard Ltd will write to you if we:
• intend to treat this insurance as if it never existed; or
• need to amend the terms of your insurance; or
• require you to pay more for your insurance.
Notifying us of any changes or inaccuracies

You must notify Rentguard Ltd:

• without delay if you become aware that information you have given us is inaccurate;

• within fourteen (14) days of you becoming aware about any changes in the information you have provided to us which happens before or during the period of insurance;

• at least fourteen (14) days before you start any conversions, extensions or other structural work to the property.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, or planned structural works, we will tell you if this affects your insurance. For example, we may amend the terms of your insurance or require you to pay more for your insurance or cancel your insurance in accordance with the “Cancelling this insurance” section below.

If you fail to notify us that information you have provided is inaccurate, or you fail to notify us of any changes, this insurance may become invalid and we may not pay your claim, or any payment could be reduced.
Let Property Insurance Policy

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Your Policy

In return for payment of the premium shown in the certificate, we agree to insure you, subject to the terms and conditions contained in or endorsed on this insurance, against loss, destruction or damage you sustain or legal liability you incur for accidents happening during the period of insurance.

The Law applicable to this policy

You and we are free to choose the law applicable to this contract of insurance. 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.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Services</td>
<td>0208 587 1060</td>
</tr>
<tr>
<td>Claims</td>
<td>0208 587 1071</td>
</tr>
<tr>
<td>Claims out of Hours</td>
<td>0208 587 1071</td>
</tr>
</tbody>
</table>

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 you, confirming that we can liaise with the said party regarding the insurance.

In order to maintain quality service, telephone calls may be monitored or recorded.
Definitions
Wherever the following words and phrases appear in the policy, they will always have these meanings. The words are highlighted by the use of bold print.

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

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

Contents
Furniture, carpets, curtains, blinds and domestic appliances belonging to you or for which you are legally responsible for.

Contents does not include:
• Contents of communal parts,
• Your fixtures and fittings,
• Property belonging to residents,
• money, credit or debit cards, cheques, travellers cheques, postal or money orders, postage stamps, premium bonds, gift vouchers or tokens, travel tickets, phone cards and luncheon vouchers,
• Deeds, registered bonds or shares, bills of exchange promissory notes, documents and manuscripts,
• stamp, coin, medals, banknotes or other collections,
• contents outside the property,
• laminate flooring;
• motor vehicles, electrically-, mechanically- or power-assisted vehicles, caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
• any property used or held for business, profession or trade purposes.
• Valuables
  Valuables is defined as Jewellery, watches, gold, silver, precious metals, gemstones, furs, pictures and other works of art, stamp, coin and medal collections, radios, home computers and audio and video equipment.

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

Endorsement(s)
Any variation or addition to the terms.

Employee(s)
Any person under a contract of service or apprenticeship with you for domestic services while working for you in connection with the management of the property.

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

Flat(s)
A self contained unit of residential accommodation forming part of a building.

Heave
Upward movement of the ground beneath the buildings as a result of the soil expanding.
**Injury**

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

**Landslip**

Downward movement of sloping ground.

**Money**

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

**Our/Us/We**

RGA Underwriting Ltd as administrators of this insurance and Axis Managing Agency Limited as underwriters, as the context may require. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 at Lloyd’s and subject to the supervision of the Society of Lloyd’s. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

**Period of Insurance**

The length of time for which this insurance is in force, as shown in the certificate, or until cancelled.

**Policy**

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

**Premises**

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

**Private Dwelling**

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

**Property**

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

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

**Rentguard Ltd**

An independent insurance intermediary arranging this insurance. Rentguard Limited is authorised and regulated by the Financial Conduct Authority. Address: 27 Great West Road, Brentford, London TW8 9BW, tel: 0208 587 1060.

**Resident**

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

**Settlement**

Downward movement as a result of the soil being compressed by the weight of the property within ten years of construction.

**Standard Construction**

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

**Subsidence**

Downward movement of the ground beneath the buildings that is not a result of settlement.
Sum Insured

The amount of cover which represents:

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

Territorial Limits

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

Act of Terrorism

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

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

Unoccupied

Where the property has been without a tenant for more than 30 consecutive days.

You/Your

The person(s) specified in the certificate and statement of fact, as the insured.
Section 1 – Buildings

The following cover applies only if the Certificate shows that it is included.

1 What is insured?

The property is insured against loss or damage by the following insured events listed in sub-section 2; if more than one property is insured by the policy, any exclusion or limitation applies separately to each property.

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

2 Insured Events

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is Not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fire, smoke, explosion, lightning or earthquake.</td>
<td></td>
</tr>
<tr>
<td>2. Theft or attempted theft, following violent and forcible entry, or the forcible removal of external fixtures and fittings.</td>
<td>• For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For any amount in excess of £1,000 in respect of any loss or damage to external fixtures and fittings; • For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>3. Riot, civil commotion, labour and political disturbances and strikes.</td>
<td>• For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>4. Malicious damage and vandalism following violent and forcible entry, or malicious damage to external parts of the property.</td>
<td>• For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident residing in the building or other people lawfully on the premises or with the deception of any of these persons; • For any loss or damage caused as a result of the property being used for illegal activities; • For any amount in excess of £1,000 in respect of any loss or damage to external parts of the property; • For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>5. Impact by:</td>
<td>• Loss or damage by domestic pets; • For loss or damage caused by trees being cut down or cut back within the premises</td>
</tr>
<tr>
<td>• Aircraft or other aerial devices or anything dropped from them;</td>
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<td>• Trains;</td>
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<td>• Falling trees, telegraph poles or lamp-posts</td>
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<tr>
<td>• Falling aerials or masts;</td>
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<tr>
<td>• Falling television satellite dishes</td>
<td></td>
</tr>
</tbody>
</table>
6. **Storm or flood.**

- Loss or damage by frost;
- For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
- For loss or damage caused by **subsidence, heave or landslip** other than as covered under insured event 7. **Subsidence**;

7. **Subsidence or heave** of any part of the site on which the **property** stands or **landslip**

- The first £1,000 of each and every claim unless shown differently in the **certificate**;
- For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main **property** is damaged at the same time by the same cause;
- Loss or damage caused by normal **settlement**;
- Loss or damage caused by:
  - Coastal or river erosion;
  - Defective design or workmanship or the use of defective materials;
- Loss of damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are damaged at the same time by the same cause;
- For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
- Loss or damage at the **property** resulting from:
  - Demolition, construction, structural alteration or repair of any property;
  - Ground works or excavation.

8. **The escape of water from/or the freezing of any fixed domestic water or heating installation**

- Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
- For loss or damage caused by faulty workmanship;
- For loss or damage caused by **subsidence, heave or landslip** other than as covered under insured event 7. **Subsidence**;
- For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
- For loss or damage whilst the **property** is not suitable for normal habitation;
- For loss or damage to apparatus from which water has escaped other than frost damage.
- For loss or damage whilst the **property** is **unoccupied**.
9. Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

- Rust, corrosion or other wear, tear and deterioration;
- For loss or damage caused by faulty workmanship;
- For loss or damage caused by subsidence, heave or landslip other than as covered under insured event 7. Subsidence;
- For loss or damage to domestic fixed fuel-oil tanks in the open;
- For loss or damage whilst the property is not suitable for normal habitation;
- For loss or damage to apparatus from which oil has escaped.
- For loss or damage whilst the property is unoccupied.

3 Extensions

The policy will pay for:

a) Additional Expenses.

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

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

b) Pipes Cables and Drains.

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

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

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

c) Trace and Access.

The reasonable costs necessarily incurred by you in locating the source and subsequent making good of damage covered under section 1 subsection 2, Insured Event 8 and subsection 3 b) but not:

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

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

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

- The replacement cost of any part of the item other than the broken glass;
- Damage which is not accidental and unforeseen;
- For loss or damage whilst the property is unoccupied;
e) Loss of Rent or Alternative Accommodation Expenses.  
   • Rent (including ground rent and management charges) **you** should pay or should have received but have lost due to an insured event damaging the **property** and making it uninhabitable;

   or

   • The costs of reasonable alternative accommodation and temporary storage of furniture and the cost of reasonable accommodation in kennels or catteries for dogs and cats while your **property** is unfit to live in or access to the **property** is denied as a result of loss of damage insured by this **policy** but not any amount in excess of 30% of the **sum insured**.

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

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

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

g) Theft of Keys/Lock Replacement.  
The reasonable costs necessarily incurred in replacing external door locks at the **property** including external door locks for individual **flats** following loss of keys by:

• Theft from the block of **flats**, individual **property** or registered office;

• Theft following hold-up whilst such keys are in the personal custody of **you** or any **employee** authorised to hold such keys

but not any amount in excess of £500 in respect of any one **property**, in any one **period of insurance**.

h) Loss of Metered Water.  
The unit cost of metered water at the current rate per cubic metre consumed as a direct result of damage arising under section 1 subsection 2 ‘Escape of Water’ but not:

• Any amount in excess of £5,000 in respect of any one claim;

• For the loss of any oil or gas.

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

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

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

### 4 Claims Settlement

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

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

or

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

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

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

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

c) The maximum amount payable in any period of insurance in respect of loss of damage to the property by the insured events plus additional expenses will not exceed the sum insured shown in the certificate.

5 General Clauses and Conditions

a) Extensions and Alterations.

If, during the period of insurance, the value of the property is increased because you have built an extension or have carried out other alterations, we will automatically cover the value of these extensions and alterations, provided they do not exceed 10% of the sum insured by this section.

We will not charge the extra premium during the period of insurance, but you must advise Rentguard Ltd or agent of the value of the extensions or alterations, prior to the renewal date of the policy.

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

b) Mortgage or Other Interests.

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

In addition, we will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any property where the risk of damage is increased without the authority or knowledge of the mortgagee(s) or lessor(s), provided the mortgagee(s) or lessor(s) tells us in writing without delay when they become aware, and pay any reasonable extra premium we may require.

c) 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.
Section 2 – Contents

The following cover applies only if the Certificate shows that it is included.

1 What is insured?

Contents as detailed in the landlord’s property inventory, forming part of the tenancy agreement are insured against loss or damage by the following insured events listed in sub-section 3. This includes radio and television aerials and satellite dishes and their fittings and masts that are fixed to the property.

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

2 Specific sub-limits

Insurers’ liability will not exceed during the period of insurance:

a) £250 in respect of property in the open, but within the premises. This limit does NOT apply to radio and television aerials, satellite dishes and their fittings and masts that are fixed to the property(s);

b) £1,000 in respect of domestic oil in fixed fuel oil tanks.

3 Insured Events

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<thead>
<tr>
<th>What is Covered</th>
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</thead>
<tbody>
<tr>
<td>1. Fire, smoke, explosion, lightning or earthquake.</td>
<td>• For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • Any amount in excess of £500 or 3% of the sum insured under section 2; whichever is the greater in respect of contents within detached domestic outbuildings and garages.</td>
</tr>
<tr>
<td>2. Theft or attempted theft, following violent and forcible entry.</td>
<td>• For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>3. Riot, civil commotion, labour and political disturbances and strikes.</td>
<td>• For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For any loss or damage caused as a result of the property being used for illegal activities; • For loss or damage whilst the property is unoccupied.</td>
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<td>4. Malicious damage and vandalism following violent and forcible entry.</td>
<td>• For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; • For any loss or damage caused as a result of the property being used for illegal activities; • For loss or damage whilst the property is unoccupied.</td>
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<td>• Loss or damage by domestic pets; • For loss or damage caused by trees being cut down or cut back within the premises</td>
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<td>• Aircraft or other aerial devices or anything dropped from them;</td>
<td>• Vehicles; • Trains; • Animals • Falling trees, telegraph poles or lamp-posts • Falling aerials or masts; • Falling television satellite dishes</td>
</tr>
</tbody>
</table>
| 6. Storm or flood. | • Property in the open  
• Loss or damage by frost;  
• For loss or damage to domestic fixed fuel-oil tanks in the open;  
• For loss or damage caused by subsidence, heave or landslip other than as covered under Insured Event 7. Subsidence; |
| --- | --- |
| 7. Subsidence or heave of any part of the site on which the property stands or landslip. | • The first £1,000 of each and every claim unless shown differently in the certificate;  
• Loss or damage to outdoor swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main property is damaged at the same time by the same cause;  
• Loss or damage caused by normal settlement;  
• loss or damage caused by:  
  i) Coastal or river erosion;  
  ii) Defective design or workmanship or the use of defective materials;  
• Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the property are damaged at the same time by the same cause;  
• For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;  
• Loss or damage at the property resulting from:  
  i) Demolition, construction, structural alteration or repair of any property;  
  or  
  ii) Ground works or excavation. |
| 8. The escape of water from/or the freezing of any fixed domestic water or heating installation. | • The first £250 of each and every claim; unless shown differently in the certificate;  
• Wet or dry rot, rust, corrosion or other wear, tear and deterioration;  
• For loss or damage caused by gradual emission;  
• For loss or damage caused by faulty workmanship;  
• For loss or damage caused by subsidence, heave or landslip other than as covered under Insured Event 7. Subsidence;  
• For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;  
• For loss or damage whilst the property is not suitable for normal habitation;  
• For loss or damage to apparatus from which water has escaped other than frost damage.  
• For loss or damage whilst the property is unoccupied. |
9. Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a **defective** oil-fired heating installation.

- For loss or damage caused by:
  - rust, corrosion or other wear, tear and deterioration;
  - faulty workmanship;
  - **subsidence**, heave or **landslide** other than as covered under Insured event 7. **Subsidence**;
  - For loss or damage to domestic fixed fuel-oil tanks in the open;
  - For loss or damage whilst the **property** is not suitable for normal habitation;
  - For loss or damage to apparatus from which oil has escaped.
  - For loss or damage whilst the **property** is **unoccupied**.

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

This **policy** will pay for:

a) Loss of Rent or Alternative Accommodation Expenses:

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

- Any amount in excess of 30% of the **sum insured** on the **contents**.
Section 2A - Contents of Communal Parts

The following cover applies only if the Certificate shows that it is included.

1 What is insured?

The contents of communal parts are insured against loss or damage by the insured events listed below.

2 Insured Events

<table>
<thead>
<tr>
<th>What is Covered</th>
<th>What is Not Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fire, smoke, explosion, lightning or earthquake.</td>
<td></td>
</tr>
<tr>
<td>2. Theft or attempted theft, following violent and forcible entry.</td>
<td>For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>3. Riot, civil commotion, labour and political disturbances and strikes.</td>
<td>For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>4. Malicious damage and vandalism following violent and forcible entry.</td>
<td>For loss or damage by you, any member of your family, any employee, or any loss or damage caused intentionally by the resident or other people lawfully on the premises or with the deception of any of these persons; For any loss or damage caused as a result of the property being used for illegal activities; For loss or damage whilst the property is unoccupied.</td>
</tr>
<tr>
<td>5. Impact by:</td>
<td>Loss or damage by domestic pets; For loss or damage caused by trees being cut down or cut back within the premises</td>
</tr>
<tr>
<td>• Aircraft or other aerial devices or anything dropped from them;</td>
<td></td>
</tr>
<tr>
<td>• Vehicles;</td>
<td></td>
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<tr>
<td>• Trains;</td>
<td></td>
</tr>
<tr>
<td>• Animals</td>
<td></td>
</tr>
<tr>
<td>• Falling trees, telegraph poles or lamp-posts</td>
<td></td>
</tr>
<tr>
<td>• Falling aerials or masts;</td>
<td></td>
</tr>
<tr>
<td>• Falling television satellite dishes</td>
<td></td>
</tr>
<tr>
<td>6. Storm or flood.</td>
<td>Property in the open; Loss or damage by frost; For loss or damage to domestic fixed fuel-oil tanks in the open; For loss or damage caused by subsidence, heave or landslip other than as covered under Insured event 7. Subsidence;</td>
</tr>
</tbody>
</table>
### 7. Subsidence or heave of any part of the site on which the property stands or landslip

- The first £1,000 of each and every claim unless shown differently in the certificate;
- For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main property is damaged at the same time by the same cause;
- Loss or damage caused by normal settlement;
- Loss or damage caused by:
  i) Coastal or river erosion;
  ii) Defective design or workmanship or the use of defective materials;
- Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the property are damaged at the same time by the same cause;
- For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
- Loss or damage at the property resulting from:
  i) Demolition, construction, structural alteration or repair of any property;
  ii) Ground works or excavation.

### 8. The escape of water from/or the freezing of any fixed domestic water or heating installation

- For loss or damage caused by:
  - Wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - Faulty workmanship;
  - Subsidence, heave or landslip other than as covered under Insured event 7. Subsidence;
- For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives;
- For loss or damage whilst the property is not suitable for normal habitation;
- For loss or damage to apparatus from which water has escaped other than frost damage.
- For loss or damage whilst the property is unoccupied.

### 9. Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

- For loss or damage caused by:
  - Rust, corrosion or other wear, tear and deterioration;
  - Faulty workmanship;
  - Subsidence, heave or landslip other than as covered under Insured event 7. Subsidence;
- For loss or damage to domestic fixed fuel-oil tanks in the open;
- For loss or damage whilst the property is not suitable for normal habitation;
- For loss or damage to apparatus from which oil has escaped.
- For loss or damage whilst the property is unoccupied.
3 Extensions

This policy will pay for:
Landlords Gardening Equipment.
Loss or damage by the insured events listed in this section to landlord’s gardening equipment whilst in any locked outbuilding at the property but not:
- Theft or attempted theft when entry is not gained or exit made by forcible and violent means;
- Any amount in excess of £1,000.

4 Claims Settlement - Applicable to Sections 2 and 2A

If the contents or contents of communal parts are damaged by any insured event, then we will pay the full cost of replacing the articles stolen or destroyed as new, provided that the sum insured, when the contents or contents of communal parts are damaged, is sufficient to replace them as new. We can choose to settle your claim by replacing, reinstating, repairing or by payment. If we are able to replace or repair property but we agree to make a cash settlement, payment will be limited to the cost of replacement or repair by our preferred supplier.

A deduction for wear and tear will apply for:
- Household linen;
- and
- Property that does not belong to you, unless you are legally responsible for the cost of replacement, as new, under the terms of an agreement.

What we will pay:
The most we will pay for loss or damage arising out of one incident is the sum insured shown in the certificate of insurance.
We will not reduce the sum(s) insured by the amount paid under any claim.
In the event of loss or damage to matching set groups and collections, we will not pay for the cost of replacing or changing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design; where loss, damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.
The sum insured by each item or section of this policy is declared to be separately subject to average i.e. if the sum insured is, at the commencement of any loss or damage, less than the reinstatement cost of the property covered by such sum insured, the amount payable by us in respect of loss or damage will, be proportionately reduced.

Reinstatement - Applicable to Sections 2 and 2A

The sum insured under these sections will NOT be reduced following the payment of a claim, provided that you agree to carry out insurers’ recommendations to prevent further loss or damage.

5 Limit of insurance Sections 2 and 2A

The liability of insurers, for any loss or damage, will not exceed the sum(s) insured for the contents of each property separately stated in the certificate.
Section 3 – Property Owners Liability

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

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

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

What is covered

Liability as the owner or occupier

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

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

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

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

What is not covered

You are not covered for liability arising:

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

* Dangerous Dogs Act 1991 The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

You are not covered for liability arising from the following.

- Liquidated damages

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

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

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

**Liability as the owner of previous properties**

**What is covered**

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

• Bodily injury to any person other than you or your employee(s);

• Loss or damage to property which you or your employee(s) do not own or have legal responsibility for.

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

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

**Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

**What is not covered**

You are not covered for liability arising:

• From an incident which happens over seven years after this insurance ends or the property was sold;

• From any cause for which you or your employee(s) are entitled to cover under another source;

• From the cost of correcting any fault or alleged fault;

• Where a more recent insurance covers the liability.

**Special Conditions to Section 3**

*We* may at any time pay you the amount of the Limit of liability less any amount already paid, or any lesser amount for which any claim or claims can be settled and then will cease to have the conduct and control of the negotiations, action or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.
Section 4 – Employers’ Liability

The following cover applies only if the Certificate shows that it is included.

1 What is insured?

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

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

a) Any one claim;

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

We will not pay in respect of:

a) Liability for death, bodily injury, illness or disease caused when any employee is being carried in, or if entering into or alighting from any vehicle in circumstances where insurance or security is required under road traffic legislation;

b) Liability assumed under any agreement unless you would have been liable had the agreement not been made;

c) Liability in connection with or arising from ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

d) Liability in connection with or arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

e) Liability arising when the employee is:

• Tree felling or lopping;
• Window cleaning, painting or similar operations carried out from cradles and/or hoists;
• The provision of, erection of, dismantling of or work from scaffolding;
• Demolition, erection or structural alteration of, or addition to new or existing buildings;
• Working at height greater than 3 metres or depth greater than 1 metre;
• In the pursuit or exercise of any trade calling or profession other than in the course of employment by you in connection with the management of the property.
Section 5 – General Exclusions

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

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

b) Loss or Damage caused by or in connection with:
- Maintenance and normal redecoration;
- Causes specifically excluded elsewhere in this document;
- Wear and tear, settlement, shrinkage, depreciation, corrosion, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or anything that happens gradually;
- Leaks from joints, sealant failure, cracking, fracturing or collapse;
- Faulty materials, design or workmanship;
- Chewing, scratching, tearing or fouling by domestic pets;
- Building renovations, alterations, extensions or repairs;
- Mechanical, electronic fault or breakdown.

c) Loss or Damage caused by:
- Motor vehicles (other than domestic gardening equipment), caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;

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

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

f) Claims arising from activities of contractors are not included or supported by this policy wording.
g) Loss, destruction or damage to property caused by pollution or contamination except (unless otherwise excluded) loss, destruction or damage to the property insured caused by:

- Pollution or contamination which itself results from an insured event as listed in the various section of this policy (other than by leakage of oil or by accidental damage to underground service pipes or cables) which comprises a sudden, identifiable, unintended and unexpected event and occurs in its entirety at a specific time and place during the period of insurance.
- Any insured event as listed in the various section of this policy (other than by leakage of oil or by accidental damage to underground service pipes or cables) which itself results from pollution or contamination.

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

h) Loss resulting from legal liability caused by or arising from or in connection with pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that:

- All pollution or contamination arising out of such event will be considered to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs;
- Our liability for all damages payable arising out of all pollution or contamination which is considered to have occurred during any one period of insurance will not exceed the amount stated against Public Liability in the certificate.

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

- All pollution or contamination of buildings or other structures or of water or land or the atmosphere;
- All loss or damage or injury caused by or in any way connected with such pollution or contamination.

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

j) Any liability arising or in connection with the exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos.

k) The cost of cleaning up, or removal of, or damage to property arising out of any asbestos, asbestos fibres or any by-products of asbestos.

l) Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement.
General Policy Conditions (applicable to the whole of this policy)

These are the conditions of the insurance you and everyone else insured under this policy will need to meet as your part of the contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might become invalid.

1 Precautions

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

2 Regulations and conditions for rented accommodation

- The property must be inspected every 6 months, internally and externally, (Please check any endorsement(s) added to your certificate which may vary this time period) to confirm that the property is maintained in a good state of repair, by you or your representative. Records of these inspections must be kept, which should be made available to us on request.

- You must take all reasonable steps to prevent loss, damage or accident and maintain the property in a good state of repair. Please note that this policy is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.

- You must meet all current local and national authority regulations governing rented accommodation. If you do not met these regulations, and a claim happens as a result, we will not be able to pay your claim unless you can prove that your breach in no way could have increased the risk of the loss or damage.

3 Cancellations

You may cancel your policy at any stage during the policy term by contacting:

Rentguard Ltd
27 Great West Road
Brentford
London
TW8 9BW
Tel: 020 8587 1060

We are not bound to any renewal of this policy. We can also cancel this insurance by giving you 14 days’ notice of cancellation by recorded delivery to your last known address. We will only do this for a valid reason (examples of valid reasons are as follows):

- Non payment of premium;
- A change in risk occurring which means that we can no longer provide you with insurance cover;
- Non-cooperation or failure to supply any information or documentation we request; or
- Threatening or abusive behaviour or the use of threatening or abusive language.

This insurance has a cooling off period of fourteen days from either;

- The date you receive this insurance documentation; or
- The start date of the current period of insurance

Whichever is the later.

If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time or which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for six months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the certificate, to cover the administrative cost of providing the insurance.

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

Each private dwelling, insured under this policy, is considered to be covered as though separately insured.

5 Reinstatement of Sum Insured

In the event of loss, we will reinstate the sum insured from the date of any loss, unless we give written notice to the contrary.

You may be required to pay some extra premium.

6 Sale of Property Insured

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

7 Underinsurance

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

8 Notifying us of any changes

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

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

You will then be informed of any changes in the terms of this insurance. Upon receipt of notice, Insurers reserve the right to amend the terms and conditions of this insurance.

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

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

9 Protection

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

10 Unoccupied Property

We must be notified as soon as possible, but in any event within 30 days, whenever a property becomes unoccupied. Failure to comply with any part of this section may invalidate a claim.
Claims Conditions (applicable to the whole of this policy)

1 Claims Procedure

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

RGA Underwriting Ltd
27 Great West Road
Brentford
London
TW8 9BW
Tel: 020 8587 1075

If there has been malicious damage, theft or attempted theft, you must also tell the police without delay and obtain an incident number. You will be required to complete the claim form we supply and return it to us within 30 days of the incident. To help prove your claim we may require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your property. To help assist in dealing with your claim we may require you to obtain estimates for the replacement or repair of damaged property. We will only ask for information relevant to your claim.

If you receive a writ summons or other legal process regarding a claim under the policy, you must send it without delay to us.

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

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

See also Important Help lines on page 7 for telephone numbers.

2 Control of Claims

You must not admit, deny, negotiate or settle a claim without our written consent.

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

3 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.

4 Contribution

If at the time of a claim, there is any other policy covering anything insured under this policy, we will be liable only for a proportionate share.
5 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) Will not pay the claim;
  ii) Will not pay any other claim which has been or will be made under the policy;
  iii) May, at our option, declare the policy void;
  iv) May be entitled to recover from you the amount of any claim already paid under the policy since the last renewal date;
  v) May not make any return premium;
  vi) May inform the police of the circumstances.
How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

RGA Underwriting Limited 27 Great West Road Brentford
London TW8 9BW
Tel: 0208 587 1071
E-mail: info@rgau.co.uk

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the insurer AXIS Managing Agency Ltd. Contact details are as follows:

Complaints
AXIS Managing Agency Ltd 21 Lombard Street
London
EC3V 9AH

Tel No: 020 7050 9000
e-mail: complaints@axiscapital.com

Lloyd's operates a two stage complaints process.

In the first instance, we will review your complaint and hope to resolve the matter. We will investigate the circumstances regarding your complaint and write to you within two weeks with our response.

If you are not satisfied with our response, or have not heard from us within two weeks, you are entitled to refer the matter to Lloyd’s. Lloyd’s will then conduct a full investigation of your complaint and provide you with a written final response.

If the complaint is not resolved you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

Refererral to Lloyd’s

Complaints Lloyd’s Fidentia House
Walter Burke Way Chatham Maritime Chatham
Kent ME4 4RN

Email: complaints@lloyds.com Telephone +44 (0) 20 7327 5693
Fax +44 (0) 20 7327 5225
www.lloyds.com/complaints

Following Lloyd’s consideration of your complaint you may be entitled to refer the matter to FOS. Lloyd’s will send you a FOS leaflet with further information at the appropriate time.
Financial Ombudsman Service Exchange Tower
London E14 9SR
Email: complaint.info@financial-ombudsman.org.uk Telephone 0800 0234 567 (landline)
Telephone 0300 123 9 123 (mobile) www.financial-ombudsman.org.uk

If you appoint someone to act on your behalf

If you ask someone else to act on your behalf you should provide us with written authority to allow us to deal with them.

If you employ a professional to represent you, you will need to meet their costs yourself

If you have purchased your policy online you can also make a complaint via the EU’s online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr
Making a complaint does not affect your right to take legal action.

Financial Services Compensation Scheme
Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd’s Underwriter is unable to meet its obligations to you under this insurance.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Data protection
Any information you have provided will be dealt with by us in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, we may need to transfer certain information which you have provided to other parties.

Sanctions
We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
Endorsements

The following endorsements are only in force where indicated in the certificate.

1 Alarm/Security Clause (1)

The liability of insurers in respect of the insured event of theft under this insurance, is dependant on:

a) The burglar alarm system being in full and effective operation:
   - Whenever the premises specified in the certificate is left unattended;
   - At night.

b) The burglar alarm system must be maintained in good order throughout the currency of this insurance under a maintenance contract with a company which is a member of NSI National Security Inspectorate or SSAIB Security Systems & Alarms Inspection Board (formerly NACOSS National Approved Council of Security Systems).

2 Non Standard Construction Clause (2)

The term ‘standard construction’ as explained in ‘Definitions’, does not apply to the main building of the private dwelling situated within the premises specified in the certificate.

3 Subsidence, Landslip or Heave Exclusion Clause (3)

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

4 Flood Exclusion Clause (4)

Sections 1, 2 and 2A of this insurance do not cover:

a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;

b) Inundation from the sea;

c) Flood resulting from storm, tempest or any other insured event.

5 Tree Pruning Clause (5)

In accordance with General Policy Condition 1 (Precautions); a Tree Surgeon or similar professional must, every 3 years at your expense:

a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the property insured;

b) Prune or pollard any/all trees as appropriate;

If you do not do this, we will not be able to pay a claim which involves loss or damage to the property which has occurred as a result of the trees.

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

6 Thatch Clause (6)

a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and must be professionally cleaned once a year prior to winter use;

b) Thatch burn Warranty - old thatch must be burnt more than 100 metres from the premises;

c) Naked Flame Warranty - No naked flame or tools producing naked flames must be present in the attic or loft space at any time.

7 Mortgage Interest Clause (7)

The interest of the mortgagee in this insurance will not be prejudiced by any act of neglect of the mortgagor or occupier of any building insured under this policy, whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, as soon as reasonably possible after becoming aware gives notice to the insurers and pay an additional premium if required.
8 Terrorism (8)

There is no cover for any loss, damage, liability, cost or expense of any kind caused by, resulting from or in connection with any act of terrorism. For the purposes of this exclusion ‘terrorism’ means the use or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any governments(s) or put any section of the public in fear.

9 FLEA Clause (9)

The premises insured under this policy are covered against loss or damage caused by the insured events of fire, lightning, explosion, earthquake and aircraft only.

10 Minimum Security Clause (10)

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

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

11 Flat Roof Clause (11)

All flat roof sections of the property must be inspected and tested at least once every three (3) years by a qualified, independent building and roofing contractor and you must be able to give us a valid certificate or written report confirming the roof section is in a weatherproof condition.

If you do not do this, we will not be able to pay a claim which involves loss or damage to a flat roof which has occurred due to weather related conditions.

12 Monthly Payment Clause (12)

This policy runs from month to month and that continuation of cover is dependent upon your paying the premium for each month’s cover. We will normally only review your premiums once per annum.

13 Co-insurance Clause (13)

Apart from anything stated in the under noted section(s) of the policy, to the contrary, you will be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the under noted insured event(s):

Section Insured Events
1 Fire Subject otherwise to the terms, exclusions and conditions of this policy.

14 Bed-sit Clause (14)

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

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

* And any amended legislation.

15 Holiday Home Clause (15)

We note that the private dwelling is used as a holiday home. The following terms will be applicable:

While the private dwelling is unoccupied, the 30 day limit does not apply and the following terms do apply:

We will not pay for loss or damage unless:

• you or your appointed representative has inspected the inside of the property at least once every seven (7) days. A record will be kept of such inspections;
• all refuse and waste materials are removed from the interior of the premises and the adjoining yards or spaces owned by you;
• all available security and alarm protections have been put into full and effective use;

Insured events 8. (The escape of water from/or the freezing of any fixed domestic water or heating installation) and 9. (Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation), under What is Not Covered, the following is added:

Loss or damage unless:
• all main supplies are turned off and the water and central heating systems are drained; or
• where the private dwelling benefits from a central heating system, it is kept running continuously to maintain a minimum temperature of 13°C throughout the property. Where fitted, it is a requirement that the loft hatch door is left open.

16 Co-insurance Clause (16)
Apart from anything stated in the under noted section(s) of the policy, to the contrary, you will be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the under noted insured event(s):

Section Insured Events
1 Fire
Subject otherwise to the terms, exclusions and conditions of this policy.

17 Unoccupied Clause (17)
If the property is unoccupied, then photographs of the property must be submitted within 14 days from the start of this insurance cover or mid-term adjustment of this policy.
The photographs should clearly show the structure of the property and that it has been made secure and water-proof (photographs should show all angles of the exterior and the roof).
Failure to do so could result in the invalidation of a claim submitted thereafter.

18 Escape of Water Endorsement (18)
You are responsible for the first 10% of each and every claim for escape of water over the value of £5,000 subject otherwise to the terms, exclusions and conditions of this policy.

19 Theft or Attempted Theft and Malicious Damage (19)
You will be liable for the first £1,000 for each and every theft or attempted theft or malicious damage claim on the property, unless the property has minimum security, as described in Endorsement 10.

20 Accidental Damage to Section 1 (20)
Accidental loss or damage will be covered under this insurance policy for Section 1.

21 Accidental Damage to Section 2 & 2A (21)
This insurance will cover accidental damage to contents and contents of communal parts.
This includes accidental breakage of mirrors, glass tops, fixed glass in furniture, ceramic hobs, fixed glass, sanitary fixtures (forming part of the buildings) but not the cost of repairing, removing or replacing frames.
All contents covered on this policy should be part of the buildings situated within the property specified in the certificate which is your property or for which you are legally responsible and is not otherwise insured elsewhere.
22 Contents temporarily removed from the property (22)
This insurance will cover contents, not otherwise insured, whilst they are TEMPORARILY REMOVED from the property, for any damage caused by the Insured Events.

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

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

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

23 Increased Unoccupancy Period (23)
We must be notified as soon as possible, but in any event within 45 days, whenever the property becomes unoccupied.
Failure to comply with any part of this section will invalidate a claim.

24 Malicious Damage (24)
This policy will cover malicious damage and vandalism caused by the tenant legally on the premises, but not the first £2,500.
It is a condition of this clause that in the event of a claim, you must provide evidence that a deposit of an amount equal to at least one month’s rent was collected from the tenant and made secure via the Deposit Protection Scheme or Tenancy Deposit Solutions (My Deposit) or the Tenancy Deposit Scheme. Deposit must have been in cash or cleared funds and a full detailed Dilapidation Inventory must have been taken prior to the tenant moving into the property and in intervals of 6 months thereafter.
For the purpose of this inclusion, a tenant is defined as the occupier of the insured property, named in the tenancy agreement as the tenant.

25 Theft and Malicious Damage Limitation for Unoccupied Properties (25)
We will not pay more than £2,000 in total for any claim involving theft or malicious damage whilst the property is unoccupied.

26 Escape of Water or Oil Excess for Unoccupied Properties (26)
You will be liable for the first £1,000 for each and every claim for escape of water or escape of oil loss or damage to the property which occurs whilst the property is unoccupied.

27 Unoccupied Care Clause 1 (27)
The following restrictions will apply whilst the property is unoccupied:

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

28 Unoccupied Care Clause 2 (28)
The following restrictions will apply whilst the property is unoccupied:

- Loss or damage caused by escape of water will only be insured if the central heating system is set at a minimum continual temperature of 13 degrees celsius;
- Loss or damage by theft or malicious damage will only be insured if an operational alarm system is in place.
29 Unoccupied Property Clause (29)

The cover which is excluded from your policy when the premises will not be lived in and slept in for more than 30 consecutive days in a row is reinstated subject to the following terms applying during this period.

We will not cover the following under Section 1 – Buildings and Section 2 – Contents:

- the first £500 of every claim, unless loss or damage arises under Section 1 - Buildings, Insured event 7. (Subsidence or heave of the site on which the property stands or landslip) where the excess is £1,000.

We will not pay for loss or damage occurring during the unoccupied period unless:

- you or your appointed representative has inspected the inside of the premises at least once every seven (7) days. A record will be kept of such inspections;
- all refuse and waste materials are removed from the interior of the premises and the adjoining yards or spaces owned by you;
- all available security and alarm protections have been put into full and effective use;

Insured events 8. (The escape of water from/or the freezing of any fixed domestic water or heating installation) and 9. (Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation), under What is Not Covered, the following is added:

Loss or damage unless:

- all main supplies are turned off and the water and central heating systems are drained; or
- where the private dwelling benefits from a central heating system, it is kept running continuously to maintain a minimum temperature of 13°C throughout the premises. Where fitted, it is a requirement that the loft hatch door is left open.

In addition, the following changes will apply to your policy:

Section 1 – Buildings, the following Building Extensions are deleted:

- c (Trace & Access);
- d (Breakage of Glass, Ceramic Hobs and Sanitary Fixtures);
- e (Loss of Rent or Alternative Accommodation Expenses);
- f (Damage to Landscaped Gardens);
- g (Theft of Keys/ Lock Replacement);
- h (Loss of Metered Water);
- i (Emergency Access).

Cover for Accidental Damage is deleted.

Section 2 – Contents, Contents Extension a (Loss of Rent or Alternative Accommodation Expenses) is deleted.

Section 2A – Contents of Communal Parts Extension, Landlords Gardening Equipment cover is deleted.

Section 4 – Employers Liability is deleted.
30 Minor Works Clause (30)

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

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

We will not pay for any loss or damage:
- Resulting from any work which is the subject of a contract which removes or limits your legal rights against the contractor(s);
- Caused by insured event of Storm or flood in sections 1, 2 and 2A; unless your property is wind and weatherproof.

We will not pay:
- For any liability arising out of the activities of any contractor;
- The first £500 of any claim arising out of or as a result of the building work;
- For loss or damage to site materials, tools or plant.
- Loss or damage caused by your contractors or sub-contractors.

31 Chimney Warranty (31)

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

32 Maintenance Clause (32)

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

A list of recommendations is provided in the property care guide, which is available on our website at www.rentguard.co.uk/mainclause.

33 Fixtures & Fittings (33)

The definition of contents has been amended to include;

Internal fixtures and fittings which are part of the building serving the individual flat named on the Certificate.

34 90 Days Unoccupancy Cover (34)

It is agreed that we must be notified as soon as possible, but in any event within 90 days, whenever a property becomes empty or unoccupied. The policy would not be limited to the perils Fire, Lightning, Earthquake, Explosion or Aerial vehicles in Section 1 or 2 during the first 90 days when the property becomes empty or unoccupied. The conditions under “Unoccupied Property” in the policy wording must be complied with. Failure to comply with any part of this section will invalidate a claim.
Rentguard's insurance is specifically designed to meet the growing demands of landlords and tenants in the residential & commercial lettings market.

Ask about our full range of Rentguard products & services:

RESIDENTIAL LANDLORD INSURANCE  TENANTS CONTENTS INSURANCE
OWNER OCCUPIER INSURANCE  TENANT REFERENCING SERVICES
BUILDINGS & CONTENTS INSURANCE  LEGAL EXPENSES & RENT GUARANTEE
COMMERCIAL PROPERTY INSURANCE  HOLIDAY HOME INSURANCE

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