Policy Terms & Conditions



Renants contents insurance with accidental damage cover

LLOYD'S

## **Rentguard Insurance**

#### Introduction

Thank **you** for choosing **Rentguard**. This is **your** Tenants Contents 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. If **you** have any questions, please contact **us** on 0208 587 1060 or free phone 0800 783 1626.

This **Contents** insurance has been arranged by **Rentguard Ltd** and is underwritten by Certain Underwriters at Lloyd's of London.

Rentguard Ltd is authorised and regulated by the Financial Conduct Authority (FCA).

Lloyd's Underwriters are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at www.fca.org.uk register or by contacting them on 0800 111 6768.

**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 tenants who wish to protect their personal contents against a range of events such as fire, theft, and weather related losses throughout the duration of the policy.

# **Tenants Contents - Insurance Policy**

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## **Your Policy**

Welcome to your Tenants Contents insurance policy and thank you for choosing Rentguard.

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

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

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

### **Important**

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

**You** must notify **us** as soon as possible when any works or renovations, other than routine maintenance or basic decorations (painting and wallpapering), are being carried out at **your home**; or if the **home** will be **unoccupied**/empty for more that 30 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 26.

## The Law applicable to this Policy

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

## Information you have given us

In deciding to accept this contract of 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 contract of insurance as if it never existed and decline all claims.

If  $\mathbf{we}$  establish that  $\mathbf{you}$  were careless in providing  $\mathbf{us}$  with the information  $\mathbf{we}$  have relied upon inaccepting this insurance and setting its terms and premium  $\mathbf{we}$  may:

- Treat this contract of 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;
- 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;
- Charge you more for your contract of 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

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Cancel your contract of insurance in accordance with the Right to Cancel condition below.

We or your insurance broker will write to you if we:

- Intend to treat this contract of insurance as if never existed; or
- · Need to amend the terms of your contract of insurance; or
- Require you to pay more for your insurance.

## **Important Telephone Numbers**

Claim Notification Line In the event of a claim telephone us on this number	0208 587 1071	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
Out of hours claim number	0845 070 9500*	the claims line. The conditions and process to follow can be found on pages 8 and 9.
Customer Services	0208 587 1060	

Please have **your policy** number or personal details ready.

To comply with the Data Protection Act, **we** cannot divulge details of this **policy** to a third party unless **we** have received specific written consent to do so from the **insured**.

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

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<sup>\*</sup>Calls cost 4.5p per minute plus your phone company's access charge.

## **Definitions**

Where we explain what a word means that word will have the same meaning wherever it is used in the **policy** or **certificate**; these words are highlighted by the use of **bold print**.

## **Buildings**

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

#### 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

Certain Underwriters at Lloyd's of London as insurers and Rentguard as administrators of your policy.

#### **Domestic Staff**

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

## Endorsement(s)

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

#### FYCESS

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

#### Family/They

Your domestic partner, children, domestic staff and any other person; all permanently residing Unoccupied with you and not paying a commercial rent.

#### Home

#### Insured/You/Your

as the Policyholder.

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

#### Rentquard Ltd

Rentguard is an independent insurance intermediary arranging this insurance.

#### Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Not lived in by You or Your Family for more than 30 consecutive days or occupied by squatters.

Your policy is designed to help you understand the extent of cover provided. You will find on many pages these headings:

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

## **General Conditions**

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

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

## Keeping your sums insured at the correct level

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

Full value means:

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

### Changes in your circumstances

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

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

We will then advise you of any change in terms

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

### Taking care of your property

You and your family must take 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.

#### **Precious stones**

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

#### Cancellation

**We** can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium:
- Non -cooperation or failure to supply any information or documentation we request;
- · We establish that you have provided us with incorrect information;
- The use of threatening or abusive behavior or language;
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the period of insurance.

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## 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**.

### Unoccupancy

Unoccupancy period under this insurance **policy** is limited to 30 days. There is no insurance cover for **homes** that have been **unoccupied** for more than 60 consecutive days.

#### **Data Protection Act 1998**

**You** should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

## 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.

## **Several Liability Clause**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all of part of its obligations.

## **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 as soon as possible.

If there has been malicious damage, theft or attempted theft **you** must also tell the police immediately and obtain a crime or lost property reference number.

**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**

**You** must make emergency/temporary repairs to the property to prevent further damage but do not carry out full repairs before **we** have had a chance to inspect the **property** or the contents.

**You** must contact **us** immediately with the full details and any correspondence **you** might have if **you** or **your** family are being held liable by anyone wishing to make a claim. Do not admit, deny, negotiate or settle a claim without **our** written consent.

## 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:

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#### 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;
- iv) 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 inrentguform the police of the circumstances.

## **How We Settle Claims**

## Contents and personal possessions sections

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

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

## Matching sets suites and carpets

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

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

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

## **General Exclusions**

These exclusions apply throughout vour policy

### We will not pay for

### **Riot/Civil Commotion**

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

#### **Sonic Bangs**

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

#### **Reduction in Market Value**

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

#### Confiscation

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

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

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

## **Radioactive Contamination and Nuclear Assemblies Exclusion**

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **War Exclusion**

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

#### **Biological and Chemical Contamination Clause**

We will not pay for

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2. Any legal liability of whatsoever nature;
- 3. Death or injury to any person;
  - directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;
- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.
  - For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:
- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;
   in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### 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 vour home.

#### **Electronic Data Exclusion Clause**

We will not pay for:

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2. Any legal liability of whatsoever nature:

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

- Computer viruses, erasure or corruption of electronic data;
- The failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

#### **Illegal Activities**

This **policy** does not cover any loss or damage caused as a result, of the property being used for illegal activities;

#### Pre existing damage

Liability, injury or damage that occurred 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.

#### Sanctions

**We** shall not provide any benefit under this contract of 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.

## **Inflation Protection**

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

#### **Contents/Personal Possessions**

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

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

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

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

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

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

## **Contents Standard Cover**

Your certificate will show if this section is in force. Inflation protection applies (see page 11).

#### What is covered

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:

#### **Household Goods**

This includes landlord's fixtures, fittings, contents and interior decorations.

#### **Personal Effects**

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

### What is not covered

- a) Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs models and toys are covered;
- Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in a) above;
- c) Any living creature;
- d) Property more specifically insured by any other insurance;
- e) Documents other than as shown in cover 20;
- f) Lottery tickets and raffle tickets;
- g) Any part of the structure of the **buildings** other then fixtures and fittings for which **you** are responsible as occupier;
- Property mainly used for business trade profession or employment purposes;
- Loss or damage to contents belonging to the landlord that are not specified in the dilapidation's inventory;
- j) Any amount for landlord contents and fixtures and fittings in excess of £2,500.

## What is the most we will pay?

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

The following limits apply:

For any one <b>valuable</b>	-	£1,000 - Receipts must be supplied for all items valued at £500 or over;
For any one claim for valuables	-	one third of the <b>contents</b> sum insured;
For money	_	£250

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**.

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

What is covered	What is not covered		
<ol> <li>Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</li> </ol>	Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .  Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.		
Malicious persons or vandals     Minimum security precautions <b>endorsement</b> may apply – see <b>certificate.</b>	6. Loss or damage while the home is unoccupied or unfurnished.  We will not pay for the following unless there has been forcible and violent entry to or exit from the home:  a) Loss or damage from the home if any part of it is occupied by anyone but you or your family;  b) Loss or damage from any part of the home which is used for any business trade profession or employment purposes		
7. Riot civil commotion strikes labour and political disturbances.			
Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.	8. We will not pay:  a) For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;  b) For loss or damage caused by faulty or unsuitable materials or design or poor workmanship;  c) For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law;  d) For loss or damage whilst the buildings are undergoing any structural repairs, structural alterations, extensions or demolition;  e) For loss or damage caused by coastal or river bank erosion.		
9. Collision by:  a) Aircraft;  b) Aerial devices;  c) Road or rail vehicles;  d) Animals.  or  anything  dropped  from them.	9. Loss or damage caused by: a) Domestic pets; b) Insects.		
10. Falling trees or branches.	The cost of removal of the fallen tree or branch;     b) Loss or damage caused during tree felling, lopping or topping.		
<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>	Loss or damage to the items themselves.     Cover for items in or on the <b>home</b> may be covered – see cover 12 on the following page.		

What is covered	What is not covered		
12. HOME ENTERTAINMENT EQUIPMENT     Accidental damage to:     a) Television sets and their aerials;     b) Radios;	12. a) Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers, portable compact disc players, portable televisions;		
c) Record players, compact disc players and tape recorders;	b) Mechanical or electrical breakdown or failure;		
<ul><li>d) Video recorders;</li><li>e) DVD players</li></ul>	<ul> <li>c) Damage to records discs cassettes and tapes;</li> </ul>		
f) Home computers; g) Cable/satellite/digital television	d) Accidental damage or contamination to computers or computer equipment by:		
receivers.	i) Erasure or distortion of data;  ii) Accidental erasure or mislaying or misfiling of documents or records;		
	iii) Viruses;		
	<ul> <li>e) Damage caused by or in the process of cleaning maintenance repair dismantling or altering;</li> </ul>		
	<ul> <li>f) Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> </ul>		
	g) Damage to equipment not in or on the home;		
	h) Loss or damage by chewing scratching tearing or fouling by domestic pet;s		
	i) Damage caused by wear and tear;		
	<li>j) Damage caused by rot fungus insects or vermin;</li>		
	<ul> <li>k) Damage caused by the action of light or any atmospheric or climatic condition;</li> </ul>		
	Damage caused by any gradually operating cause.		
13. MIRRORS AND GLASS Accidental breakage of:	13. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> ;		
<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.</li> </ul>	b) Loss or damage to <b>your</b> or <b>your family's contents</b> while they are not in the <b>home.</b>		

What is covered	What is not covered
<ul> <li>14. REPLACEMENT OF LOCKS</li> <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 £250 for any one claim.</li> </ul>	14. The cost of replacing keys and locks to a garage or <b>outbuilding.</b>
15. CREDIT CARD LIABILITY  You or your family's liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the home and following its unauthorised use by any person not related to or residing with you.  We will not pay any more than £250 for any one claim.  Do not forget to immediately inform the police and issuing authorities in the event of a loss	a) You or your family have complied with the terms and conditions of the issuing authority; b) Any loss or claim due to accounting errors or omissions.
16. ACCIDENTAL LOSS OF OIL AND METERED WATER  We will pay for accidental loss of domestic heating oil and metered water. We will not pay more than £250 for any one claim.	16. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished.</b>
17. <b>Contents</b> REMOVED TO THE GARDEN  Loss or damage by causes 1-11 to <b>contents</b> while in the open within the boundaries of the land belonging to the <b>home</b> . <b>We</b> will not pay more than £250 for any one claim.	a) Valuables or money; b) Plants and trees.

## What is covered

### 18. TEMPORARY REMOVAL

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

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

or

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

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

However if **you** are going away for 30 consecutive days or more, if the **home** is to be vacated, please tell **us** as this will affect the terms of **your policy**.

### 19. ALTERNATIVE ACCOMMODATION

While the **home** cannot be lived in because of loss or damage covered by this **policy**, **we** will pay for:

a) Rent payable for which **you** are legally liable;

or

b) The reasonable increased cost of alternative accommodation for **you** and **your family** and **your** domestic pets.

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

#### 20. DOCUMENTS

Loss or damage by causes 1-11 to documents (other than **money**) whilst:

- a) Within the main building of the **home**;
   or
- b) Deposited for safe custody in any bank, safe deposit or bank, solicitor's strongroom anywhere in the world

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

## What is not covered

## 18. Loss or damage:

- a) By theft unless it involves forcible and violent entry to or exit from a building;
- b) From a caravan mobile home or motor home;
- c) Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.

- a) Property more specifically insured by any other insurance
  - b) Property mainly used for business trade profession or employment purposes.

What is covered	What is not covered
21. AUTOMATIC INCREASE IN SUM INSURED FOR GIFTS AND PROVISIONS  The <b>contents</b> sum insured is automatically increased for gifts and provisions:  a) During the months of November and December;  b) During the period 30 days before and 30 days after <b>your</b> or <b>your family's</b> wedding. <b>We</b> will not pay more than 10% of the sum	
insured for <b>contents</b> for any one claim.  22. VISITOR'S PERSONAL EFFECTS  Loss or damage by causes 1-11 to visitor's personal effects whilst contained within the <b>home.</b> We will not pay more than £250 for each visitor for any one claim.	Loss or damage specifically excluded under contents standard cover.
23. DOMESTIC STAFF'S PERSONAL EFFECTS Loss or damage by causes 1-11 to <b>domestic staff's</b> personal effects contained within the <b>home.</b> We will not pay more than £250 for each member of <b>domestic staff</b> for any one claim.	23. Loss or damage specifically excluded under contents standard cover.
24. FROZEN FOOD  Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:  a) A change in temperature; b). Contamination by refrigerant fumes. The refrigerator or deep freeze cabinet must be: a) In the home; b) Owned by or the responsibility of you or your family.	24. Loss or damage resulting from:  a) The deliberate act of <b>you</b> or <b>your family</b> or any electricity supplier;  b) Strike lock-out or industrial dispute;  c) Property more specifically insured by any other insurance;  d) Property mainly used for business trade profession or employment services.
We will pay for your legal liability for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule  We will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.	<ul> <li>25. We will not pay for your legal liability for bodily injury arising directly or indirectly</li> <li>From the use of any vehicle outside the premises</li> <li>From any vehicle used for racing, pacemaking or speed testing</li> <li>From any communicable disease or condition</li> <li>In Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the period of insurance</li> <li>From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul>

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

		What is covered	What is not covered
27.		RECOVERED DAMAGES	
	dar	will pay the amount of any award of mages made in <b>your</b> or <b>your family's</b> our which:	
	a)	Is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under LIABILITY TO THE PUBLIC, had you or your family been responsible for the injury or damage;	
	b)	Is made by a court within the United Kingdom, Isle of Man or Channel Islands;	
		Is still outstanding six months after the date on which it is made;	
	We	Is not the subject of an appeal.  will not pay more than £1,000,000 in pect of any one award.	

## **Contents Additional Cover**

Your certificate will show if this extension has been chosen.

What is covered	What is not covered
29. HOUSE REMOVAL Accidental loss or damage to contents whilst in the course of removal by professional removal contractors from the	28. a) Any loss or damage specifically excluded under <b>contents</b> standard cover; b) Accidental loss or damage: i) By mechanical or electrical breakdown or failure; ii) Arising from the cost of remaking any film disc or tape or the value of any information contained on it; iii) Caused by or in the process of cleaning, maintenance, repair dismantling, restoring, altering, dyeing or washing; iv) By chewing, scratching, tearing or fouling by domestic pets; v) By wear and tear; vi) By rot, fungus, insects or vermin; vii) By the action of light or any atmospheric or climatic condition; viii) By any gradually operating cause; ix) To contact lenses; x) To food drink or plants; xi) Specifically provided for under <b>contents</b> standard cover; xii) To computers or computer equipment:  • By erasure or distortion of data; • By accidental erasure or mislaying or misfiling of documents or records; • By viruses; • By contamination; xiii) Arising from depreciation in value or consequential loss; xiv) While the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b> .  29. Accidental loss or damage: a) To <b>money</b> ; b) To china, glass, porcelain or any other item of earthenware unless packed by
Accidental loss or damage to <b>contents</b> whilst in the course of removal by	<ul><li>a) To money;</li><li>b) To china, glass, porcelain or any other</li></ul>

## **Personal Possessions**

Your certificate will show if this section is in force. Inflation protection applies (see page 11).

## What are personal possessions?

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

#### **Personal Effects**

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

#### **Valuables**

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

## Money

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

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

## What is the most we will pay?

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

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

The following limits apply:

For **money** - £250 For credit cards - £250 For any one pedal cycle - £250 For any one unspecified article - £1,000

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

What is covered	What is not covered
Loss or damage to valuables, money and personal effects belonging to you or your	The amount of the <b>excess</b> shown in the schedule
family whilst anywhere in the world.	Loss or damage:
	<ul> <li>a) Arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> </ul>
	<ul> <li>b) Caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering;</li> </ul>
	<ul> <li>c) Caused by chewing, scratching, tearing or fouling by domestic pets;</li> </ul>
	d) Caused by rot, fungus, insects or vermin;
	<ul> <li>e) Caused by any gradually operating cause or wear and tear;</li> </ul>
	<ul> <li>f) Caused by theft or attempted theft from an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked;</li> </ul>
	<li>g) To items not in the care, custody or control of you or your family or an authorised person;</li>
	<ul> <li>h) Caused by theft or attempted theft from an unlocked hotel room;</li> </ul>
	i) By depreciation in value or consequential loss;
	<li>j) By mechanical or electrical breakdown or failure;</li>
	<ul> <li>k) To watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes), but lawn mowers, garden implements, wheelchairs, models and toys are covered;</li> </ul>
	<ol> <li>To parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above;</li> </ol>
	<ul> <li>m) By theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle;</li> </ul>
	<ul> <li>n) To any property mainly used for business trade profession or employment purpose;</li> </ul>
	o) To plants or any living creature;
	p) To documents;
	q) To contact lenses;
	(continued on next page)

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

## **Personal Accident**

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

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

## **Public Liability**

## Part A

Part A of this section applies in the following way:

• If the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below.

What is covered	What is not covered
We will pay for your legal liability:  i As owner or occupier up to the sums insured stated in the schedule for any amounts you become legally liable to pay as damages for  • Bodily injury  • Damage to property caused by an accident happening at the premises during the period of insurance, OR  ii As a private individual for any amounts you become legally liable to pay as damages for  • Bodily injury  • Damage to property caused by an accident happening anywhere in the world during the period of insurance	We will not pay for your legal liability a. For bodily injury to

What is covered	What is not covered
	<ul> <li>iv. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation</li> <li>i. In respect of any kind of pollution and/or contamination other than:         <ul> <li>Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the certificate; and</li> <li>Reported to us not later than thirty (30) days from the end of the period of insurance;</li> <li>In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</li> <li>j. Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.</li> </ul> </li> </ul>

## Part B

What is covered	What is not covered
We will pay for:	We will not pay for:
sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three (3) months after the award has been made provided that:  • Part A(ii) of this section would have paid <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b> • There is no appeal pending  • <b>You</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment	for any amount in excess of GBP 250,000

## Part C

What is covered	What is not covered
We will pay for:	We will not pay for:
any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>home</b> previously owned and occupied by <b>you</b> .	for the cost of repairing any fault or alleged fault

## Limit of insurance

We will not pay

- In respect of pollution and/or contamination: more than GBP 2,000,000 in all
- In respect of other liability covered under this section:
   more than GBP 2,000,000 in all for Part A and C, and GBP 250,000 for Part B for any one accident
   or series of accidents arising out of any one event, plus the costs and expenses which we have
   agreed in writing.

## **Endorsements, Special Terms and Conditions**

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

#### 1. Alarm Clause

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

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

## 2. Jewellery Clause

**We** will not pay more than £250 for any one claim of, loss of or damage to jewellery or watches by theft or disappearance unless such items are:

- a) Being worn by you;
- b) Being carried by hand under your personal supervision; or
- Deposited in a bank or locked safe or, if you are staying in a hotel or motel, unless such items are kept in the principal safe of the hotel or motel.

#### 3. Non-standard Construction Clause

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

#### 4. Contractors Exclusion Clause

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

### 5. Keys Clause

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

#### 6. Unattended Vehicles Clause

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

#### 7. Excess Clause

A £50 excess shall apply to all claims under sections 1 and 2 of this insurance.

#### 8. Stamp Clause

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

## 9. Minimum Security Clause

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

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

## 10. Musical Instrument Clause

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

## 11. Monthly Payment Clause

It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **your** paying the premium for each month's cover. **We** will normally only review **your** premium once per annum.

#### 12. Theft Limitations Clause

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

## **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 guickly 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.

## Who to contact

**Our** aim is to ensure that all aspects of **your** contract of 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** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your broker**.

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 Policyholder & Market Assistance team at Lloyd's. The contact details are: Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@Lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

## **Financial Ombudsman Service**

South Quay Plaza 183 Marsh Wall London E14 9SR

#### From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home) Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### From outside the United Kingdom

Telephone number: +44(0) 20 7964 1000

Email: complaint.info@financial-ombudsman.org.uk

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

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Beaufort House, 15 St. Botolph Street London EC3A 7QU) and on their website: www.fscs.org.uk

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