

Policy Terms & Conditions



Buildings & Contents

insurance for landlords



Rentguard Insurance

Introduction

Thank you for choosing Rentguard Insurance for your let property insurance. **We** aim to provide you the best value cover and protection you may need for your property.

Rentguard is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. This can be checked on the register Financial Services register on the Financial Conduct Authority's website at www.fca.org.uk.

Arthur J. Gallagher Insurance Brokers Limited are agents of Royal & Sun Alliance plc (No. 93792) and are authorised to write business to the extent agreed under the Delegated Underwriting Authority agreement between the two parties

You are insured under this Policy by Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Royal & Sun Alliance Insurance plc adheres to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and 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 General Data Protection Regulation.

Important

Please check your documents in detail. If this **policy** does not meet your requirements or if any of the information found on the **certificate** or Statement of Fact is missing or incorrect, please contact **us** or your insurance adviser within 14 days of receipt to amend or cancel your **policy**.

It is important you tell **us** of any material change in your circumstances including but not limited to the type of let or any renovation works which may be carried out. Material facts can have an effect on the level of cover or how much you pay. If you are not sure whether something is important, please tell **us** anyway, since a failure to do so could result in your cover being invalid.

You can contact **us** on 0208 587 1060 or free phone 0800 783 1626.

Your Cancellation rights

We hope you are completely delighted with your policy; however if you decide you do wish to cancel it, please contact us immediately. You must do this in writing to either info@rentguard.co.uk or 27 Great West Road, Brentford, London, TW8 9BW. You have 14 days from the start of your policy, or from the day you receive your documents to decide if this product meets your needs. If you choose to cancel this policy within this period, and no claim has been made, we will refund the policy, charging you only for time on cover.

Cancellations made after 14 days of the start date will be subject to cancellation fee. We will also retain a pro-rata premium for time on cover. Please note any administration fees charged for policy set up are non-refundable if cancelled after the 14 days cooling off period.

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Your Policy

This **policy** wording sets out the terms and conditions of your insurance protection. Please refer to your insurance certificate and statement of fact for full details of the level of cover provided, which together with this document shall form your insurance contract.

We recommend that you keep a copy of your policy schedule for your records.

The **company**, in consideration of the payment of the premium, shall provide insurance against loss, destruction, **damage** or liability occurring at any time during the **period of insurance** (or any subsequent period for which the **company** accepts a renewal premium), in accordance with the sections of the **policy** shown as operative on the insurance **certificate**, subject to the exclusions, provisions and conditions of the **policy**. It does not cover any loss, destruction, **damage** or liability which occurred pre-inception of the **policy**.

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** separately. The **excess** that does apply will be shown on your **certificate**; where more than one **excess** is applicable, the higher **excess** will always be applied.

The law applicable to this policy

Any reference to a statute in this **policy** shall be deemed to include any amendments to, or replacement of it and all subordinate legislation made under, or in connection with it.

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

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

How We Use Your Information

Please read the following carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this Insurance.

Who **we** are

Your Policy is underwritten by Royal & Sun Alliance plc. **You** are giving **Your** information to Royal & Sun Alliance plc, which is a member of the RSA Group of Companies (the Group). In this information Statement '**We**' '**Us**' and '**Our**' refers to the Group unless otherwise stated

How **Your** information will be used and who **We** share it with

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. If **You** contact **Us** electronically, **We** may collect **Your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

We may use and share **Your** information with other members of the Group to help **Us** and them

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop **Our services, systems** and relationships with **You**
- Understand **Our** customers' requirements
- Develop and test products and **services**

We do not disclose **Your** information to anyone outside the Group except

- Where **We** have **Your** permission, or
- Where **We** are required or permitted to do so by law, or
- To credit reference and fraud prevention agencies and other companies that provide a service to **Us, Our** partners or **You** or
- Where **We** may transfer rights and obligations under this agreement

We may transfer **Your** information to other countries on the basis that anyone **We** pass it on to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change. **We** will not keep **Your** information for longer than is necessary.

Sensitive Information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by the **Data** Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal **data** about **You** or others except for the specific purpose for which **You** provide it and to carry out the **services** described in **Your Policy** documents. Please ensure that **You** only provide **Us** with sensitive information about other people with their agreement.

How to contact us

On payment of a small fee **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions or **You** would like to find out more about this notice **You** can write to:

Data Protection Liaison Officer
Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax HX3 5WA

Making a Claim

In the unfortunate event of you suffering loss, injury, damage or a liability claim being made against you, please contact our Customer services team on 0208 587 1060, the opening hours are:

Monday - Friday: 09:00-17:30

Saturday 09:00-17:00

or write to us as soon as possible at:

Rentguard Insurance, 27 Great West Road, Brentford, London, TW8 9BW.

Claims reported after 30 days of discovery may be invalidated.

When you contact **us** about a claim you will need to tell us:

- Your name, address and **policy** number;
- The place where the **loss or damage** occurred;
- Details of the cause and circumstances of the **loss or damage**.

You are required to take all reasonable precautions to prevent and reduce any **loss or damage** that may occur. Emergency or temporary repairs following a **loss or damage** are permitted. Please keep all receipts for these works as they may form a basis of your claim but refrain from making full repairs until **we** consider your claim. All theft and malicious **damage** to your **property** must be reported to police within 24 hours of discovery.

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

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.

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

To comply with the General Data Protection Regulation 2016/679, **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.

Definitions

Wherever the following words and phrases appear in the **policy** in BOLD, they will always have these meanings:

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 or events.

Bodily Injury

Death, injury, disease or illness

Business

Owners of and/or the organisation and management of the **property**

Certificate

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

Company/Our/We/Us

Royal & Sun Alliance Insurance plc (RSA).

Communal parts

In or on the stairs, halls and other **communal parts** of the **property**.

Endorsements

Any variation or addition to terms.

Loss or damage/Damage

Physical damage, physical loss, physical destruction to tangible property.

Employee(s)

Any person under contract of service or apprenticeship with you for domestic services while working for you in connection with the **business**.

Empty or unoccupied

The whole or part of the **property**;

- Not lived in by you, a tenant, or a person you have authorised; or
- When the whole or part of the property has not been lived in by **you**, a person authorised by **you** or a **resident** for more than 30 consecutive days. This will not include periods of annual leave of 30 consecutive days or less by the **resident**.

Please refer to page 20 on 'Empty or unoccupied property conditions.'

Excess

The first amount of any claim for which you are responsible for.

Period of insurance

The Period of Cover shown in the **certificate**, both dates are inclusive.

Policy

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

Pollution or contamination

Pollution, contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease (including foot and mouth disease), adulteration, impurification or limitation or prevention of the use of objects because of hazards to health.

Private dwelling

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

Premises

The part of the **property** situated at the risk address shown in the **certificate** for the purposes of the **business**.

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.

Resident(s)

The owner(s), lessee(s), lessor(s), tenant(s) and any member of their family permanently residing with them at the **premises**, or any other person authorised by you.

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**.

Terrorism

For the purpose of this **policy** terrorism means;

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) Involves violence against one or more persons;
 - ii) Involves damage to property;
 - iii) Endangers life other than that of the person committing the action;
 - iv) Creates a risk to health or safety of the public or a section of the public;
 - v) Is designed to interfere with or to disrupt an electronic system.
- b) Any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described above.

Section 1 – Buildings

A: What is Insured?

The **property** which comprises of;

The main structure of the insured **property** shown in your **certificate**, including its permanent fixtures and fittings if they are your **property**. Including domestic outbuildings, private garages, including garages on nearby sites that form part of the insured **property** shown on the **certificate**.

But not, television or radio signal receiving apparatus or contents also excluding land, road, pavements, piers, jetties, bridges, culverts, livestock, animals, growing crops and trees.

Please note; this **policy** does not cover **damage** from wear, tear or deterioration, or theft and malicious **damage** by tenants.

B: Perils Insured

What is Covered	What is Not Covered
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	Loss or damage whilst the property is left empty or unoccupied unless conditions under "Empty or Unoccupied Property" page 20 are met.
Escape of water from domestic fixed water systems, pipe or appliance and damaged to such by freezing.	Loss or damage caused by: <ul style="list-style-type: none"> • Wet or dry rot, rust, corrosion, gradual emissions, or other wear & tear, deterioration; • Faulty workmanship or the use of defective material; • Subsidence, heave or landslip; Loss or damage to anything not within the boundary of the property or outbuildings; Loss or damage whilst the property is empty or unoccupied .
Theft or attempted theft consequent upon violent and forcible entry to or exit from the property .	Loss or damage by you , any member of your family, employee, residents or any other persons lawfully on the premises ; Loss or damage whilst the property is empty or unoccupied .
Riot, civil commotion, labour and political disturbances and strikes.	Loss or damage whilst the property is left empty or unoccupied unless conditions under "Empty or Unoccupied Property" page 20 are met;
Malicious Damage and Vandalism.	Damage by you , any member of your family, employee, residents or any other persons lawfully on the premises ; Damage caused as a result of the property being used for illegal activities; Loss or damage whilst the property is empty or unoccupied .
Storm or Flood.	Loss or damage Caused by: <ul style="list-style-type: none"> • Frost; • A change in the water table; • Wet or dry rot, rust, corrosions or other wear, tear and deterioration. Loss or damage to; gates, fences, hedges, railings, domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, paved terraces, patios, paths, lampposts and drives; Loss or damage whilst the property is empty or unoccupied .

What is Covered	What is Not Covered
Impact.	<p>Loss or damage caused by, domestic pets or by trees being cut down or cut back within the premises;</p> <p>Loss or damage to gates, fences, hedges and railings by fallings trees or branches;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
Subsidence or Heave of the site on which the building stands, or Landslip.	<p>Loss or damage to:</p> <ul style="list-style-type: none"> • Swimming pools, ornamental ponds, fountains, septic tanks, central heating fuel tanks, tennis courts, walls, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths; unless the main building of the property is damaged at the same time by the same cause; • Solid floor slabs unless the foundations of the load bearing walls of the property are damaged at the same time and by the same cause; <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Construction, demolition, ground works, excavation, structural alteration or repair, maintenance, redecoration, faulty workmanship or the use of defective materials; • Normal settlement or bedding down, shrinkage, expansion, settlement of newly made up ground, or coastal or river erosion; <p>Loss or damage whilst the property is empty or unoccupied;</p> <p>Loss or damage resulting from a reduction in value following a repair.</p>
Escape of Oil from any fixed domestic heating installation.	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Gradual emission; • Rust, corrosion or other wear, tear and deterioration; • Subsidence, heave or landslip; • Faulty workmanship or the use of defective material; <p>To fixed fuel-oil tanks in the open or to the apparatus from which oil has escaped from;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
Accidental damage.	<p>The cost of maintenance or normal redecoration.</p> <p>Loss or damage from:</p> <ul style="list-style-type: none"> • Settlement, shrinkage or expansion; • Insects, vermin, domestic pets; • Scratching or denting; • Damp, fungus, wet or dry rot, mildew; • Atmospheric or climatic conditions, frost, the effect of light; • Rust, corrosion, wear, tear or depreciation, or other gradually operating cause; • Defective workmanship or the use of defective materials; <p>Loss or damage caused by persons you employ to carry out maintenance or repair work, and anything specifically excluded elsewhere under section 1 Buildings;</p> <p>Subsequent or consequential loss or damage where the initial cause of the loss or damage is not covered;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>

C: Extension of Cover

What is Covered	What is Not Covered
<p>Underground Services</p> <p>Accidental Damage to underground services supplying the buildings for which you are responsible including the cost of breaking into and repairing the pipe between the main sewer and the building following a blocked pipe.</p>	<p>Loss or damage which you are not legally responsible to repair;</p> <p>Loss or damaged caused:</p> <ul style="list-style-type: none"> • By rust, corrosion or other wear, tear or deterioration; • Whilst clearing or attempting to clear a blockage; <p>Damage due to a fault or limit of design, manufacture, construction or installation or by gradual deterioration which has caused an installation to reach the end of its serviceable life;</p> <p>Damage to pipes made from pitch-fibre material;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Glass</p> <p>Accidental breakage of fixed glass in the walls, doors and roofs including double glazing, sanitary fixtures and fittings, and fixed ceramic hobs in the building.</p>	<p>The replacement cost of any part of the item other than the broken glass;</p> <p>Loss or damage to tiles;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Loss of Rent or Alternative Accommodation</p> <p><i>Loss of rent receivable or payable including up to 2 years ground rent or reasonable additional expenses of comparable alternative accommodation - whilst the insured property shown on the certificate is rendered uninhabitable, or whilst access to the insured property is denied, as a result of damage insured by this section.</i></p>	<p>Any amount in excess of 30% of the sum insured on the buildings;</p> <p>Alternative accommodation costs, ground rent or rent payable to you relating to any portion of the buildings not used solely as domestic accommodation;</p> <p>If the property was empty or unoccupied at the time of the incident</p>
<p><i>NB: Provided that each individual payment due for a flat may be adjusted according to the percentage contribution made by the individual flat towards the total management charges and/or ground rent of a block of flats or housing development.</i></p>	
<p>Replacement of locks and keys</p> <p><i>The reasonable cost of replacing keys and locks to any external door following a theft of their keys inside of the premises.</i></p>	<p>Any amount in excess of £250 for each and every claim;</p> <p>Keys and locks of any shop, office, store or similar pertaining to the building;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Accidental loss of oil and metered water</p> <p><i>We will pay for the costs incurred following accidental and sudden loss of domestic heating oil and metered water.</i></p>	<p>Any amount in excess of £500 for each and every claim;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Emergency Access.</p> <p><i>We will pay the costs incurred following damage to the buildings caused by the police, or persons acting under their control, in gaining access to the building as a result of concern for the welfare of the resident or to combat damage caused by an insured peril to the property.</i></p>	<p>Any amount in excess of £1,000 in any one period of insurance;</p> <p>Loss or damage resulting from unlawful activities, and damage caused by the police in the course of criminal investigations;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>

What is Covered	What is Not Covered
<p>Landscaped Gardens.</p> <p><i>We will pay for loss or damage to landscaped gardens through the actions of emergency services while attending the insured property due to damage insured by this policy.</i></p>	<p>Any amount in excess of £1000 for each and every claim;</p> <p>Loss or damage whilst the property is empty or unoccupied;</p> <p>Loss or damage resulting from unlawful activities by persons legally on the premises;</p> <p>Loss or damage caused by police during the course of a criminal investigation.</p>
<p>Trace and Access.</p> <p><i>The reasonable costs incurred by you in locating the source and subsequent making good of damage under section 1, subsection Escape of Water and Underground Services.</i></p>	<p>Any Amount in excess of £2,500 for any one claim;</p> <p>Any Amount in excess of £25,000 for any one period of insurance;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Additional Expenses.</p> <p><i>The undernoted costs necessarily incurred in reinstatement as a result of damage insured by this section:</i></p> <p>a) <i>Architects', surveyors', engineers' and legal fees;</i></p> <p>b) <i>The cost of clearing debris from the site or demolishing or shoring up or boarding up any part of the buildin;</i></p> <p>c) <i>Extra costs incurred in order to comply with government or local authority requirements.</i></p>	<p>Expenses incurred in preparing any claim under this policy;</p> <p>Any costs for complying with requirements notified before the damage occurred.</p>
<p>Theft or Malicious Damage to Fixed Fabric of the Property.</p> <p><i>Theft or Malicious Damage to the fixed fabric of the property, including external CCTV equipment and security lighting, to the insured buildings.</i></p>	<p>Any amount in excess of £2,500 in respect for any one claim;</p> <p>Loss or damage by You, any member of your family, employee, residents or any other persons lawfully on the premises;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>

D: Special Provisions – Buildings

1. Automatic reinstatement of cover following a loss

The **sum insured** on buildings will not be reduced following payment of a claim.

2. Contracting purchaser

If at the time of a claim you have contracted to sell your interest in the buildings, the buyer will have the benefit of this **policy** as long as the purchase is completed.

E: Clauses and Conditions Specific to Section 1

- **Unoccupied Properties**

When a **property** becomes **empty or unoccupied**, conditions under "Empty or Unoccupied Property" page 20 must be met, failure to do so will invalidate any claims made.

- **Maintenance**

It is a condition of this contract that there is no cover where **damage** happens whilst the **property** is not maintained and is not in a good state of repair.

- **Extensions and Alterations**

During the **period of insurance** we will increase the **sum insured** by this section whenever extensions or alterations increase the rebuild value, provided that this does not exceed 10% of the **sum insured**. We will not charge the extra premium during the **period of insurance**, but you must advise your broker or agent 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 the reinstatement at all times.

- **Mortgage or Other Interests**

In addition, **we** will protect the interest of the mortgagee(s) or lessor(s) (the lenders), 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 lenders, provided the lenders tell **us** in writing immediately after they become aware thereof, and pay any reasonable extra premium.

- **Inflation Protection**

The **sum insured** on the **property** will be adjusted monthly in step with the Household Rebuilding Cost Index BCIS in accordance with RICS. No additional premium will be required for the duration of the **policy**. On renewal the premium will be based on the adjusted **sum insured** using the latest index figures.

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 rebuild or repair is carried out without delay.

Section 2 – Contents

A: What is Insured?

Landlord's contents comprises of furniture, carpets, furnishings, household goods, including audio, hi-fi, televisions, telecommunication or video equipment, television or radio signal receiving apparatus, but not mobile phones, laptops or similar portable electronic equipment, documents, tenants **property**, money or any articles of gold, silver or other precious materials, jewellery or other personal items.

Provided that they;

- Belong to you or you are legally responsible for them;
- Are contained in the insured **property** or in the **communal parts** of the insured **property**;
- Are provided by you for use by your tenants or for use in connection with the maintenance of the insured **property**.
- Are detailed in the landlord's **property** inventory, which is part of the tenancy agreement.

Please note; this **policy** does not cover **damage** from wear, tear or deterioration, or theft and malicious **damage** by tenants

B: Perils Insured

What is Covered	What is Not Covered;
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	Loss or damage whilst the property is left empty or unoccupied unless conditions under "Empty or Unoccupied" page 20 are met.
Theft or attempted theft consequent upon violent and forcible entry to or exit from the property .	<p>Loss or damage:</p> <ul style="list-style-type: none"> • By persons lawfully on the premises; • To landlord's contents found in the open; • Whilst the property is empty or unoccupied; <p>Any amount in excess of £500 or 3%, whichever is the greater, of the sum insured, for contents within detached domestic outbuildings and garages.</p>
Riot, civil commotion, labour and political disturbances and strikes.	<p>Loss or damage by you, any member of your family, employee, residents or any other persons lawfully on the premises;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
Malicious Damage and vandalism.	<p>Loss or damage:</p> <ul style="list-style-type: none"> • By you, any member of your family, employee, residents or any other persons lawfully on the premises; • As a result of the property being used for illegal activities; • Whilst the property is empty or unoccupied.
Impact.	<p>Loss or damage caused by domestic pets or trees being cut down or cut back within the premises;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
Storm or Flood.	<p>Loss or damage Caused by:</p> <ul style="list-style-type: none"> • Frost; • A change in the water table; • Wet or dry rot, rust corrossions or other wear, tear and deterioration; <p>Loss or damage to contents left in the open;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>

What is Covered	What is Not Covered
Subsidence or heave of the site on which the building stands, or Landslip.	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Construction, demolition, ground works, excavation, structural alteration or repair, maintenance, redecoration, faulty workmanship or the use of defective materials; • Normal settlement or bedding down, shrinkage, expansion, settlement of newly made up ground, or coastal or river erosion; <p>Loss or damage whilst the property is empty or unoccupied.</p>
Escape of water from domestic fixed water systems, pipe or appliance and damaged to such by freezing.	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Wet or dry rot, rust, corrosion, gradual emissions, or other wear & tear, deterioration; • Faulty workmanship or the use of defective material; • Subsidence, heave or landslip; <p>Loss or damage to anything not within the boundary of the property or outbuildings;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
Falling aerials, satellite dishes, their fittings or masts.	<p>Loss or damage whilst the property is empty or unoccupied.</p>
Escape of Oil from any fixed domestic heating installation.	<p>Loss or damage caused by:</p> <p>Gradual emission, faulty workmanship, subsidence, heave or landslip, rust, corrosion or other wear, tear and deterioration;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>

C: Extension Of Cover

What is Covered	What is Not Covered;
<p>Mirrors and Glass</p> <p>Accidental breakage of mirrors, glass and ceramic hobs or fixed glass in furniture and domestic appliances including glass in television or audio equipment in the insured property in the building.</p>	<p>The replacement cost of any part of the item other than the broken glass;</p> <p>Loss or damage to Tiles or Light Fittings;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Landlord's contents in the open</p> <p>Loss or damage caused by perils insured under this section to Landlord's contents in the open within the insured property.</p>	<p>Loss or damage to Hi-Fi, Television, Telecommunication, Video/Radio Equipment or Plants;</p> <p>Any amount in excess of £250;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Landlord's Gardening Equipment</p> <p>Loss or damage caused by perils covered under this section to Landlord's gardening equipment whilst in any locked outbuilding at the insured property.</p>	<p>Theft, unless entry was gained or exit made by violent and forcible means;</p> <p>Any amount in excess of £1,000;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>
<p>Loss of Oil</p> <p>Sudden loss of or damage to heating oil contained in the heating installation, its tank, pipe-work or fittings on the site on which the buildings stand.</p>	<p>Loss due to any alleged shortfall in delivery or supply;</p> <p>Any amount in excess of £1,000;</p> <p>Loss or damage whilst the property is empty or unoccupied.</p>

D: Special Provisions to Section 2

1. Automatic Reinstatement of cover following a loss.

The **sum insured** on landlord's contents will not be reduced following a payment of a claim.

2. Inflation Protection.

The amount in **excess** of £20,000 **sum insured** will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers. No additional premium will be required for the duration of the **policy**. On renewal the premium will be based on the adjusted **sum insured** using the latest index figures.

E: Exclusions Specific to Section 2

Loss or damage to:

- Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;
- **Property** which is insured by another policy;
- Any **property** of a **resident**;
- Articles of gold silver or other precious metals, jewellery, furs, cameras (including video cameras and camcorders), sports equipment, bicycles, mobile phones, laptops clothing and personal effects;
- Money, bank or currency notes, cheques, credit cards, certificates, bills of exchange, promissory notes, securities or documents of any kind;
- Any one curio picture or other work of art valued in excess of £1,000;

Are excluded under section 2 – Contents.

Section 3 - Legal Liabilities

A: Who is Insured?

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

a) **Accidental** injury to any person;

or

b) **Accidental** loss of or **damage** to material property;

occurring during the **period of insurance** and happening in connection with the **business** within the territorial limits.

For the purpose of this definition Territorial Limits are Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The most **we** will pay for claims for one accident or series of accidents, from one cause, is the Limit of Indemnity which is £5,000,000 plus other costs incurred with **our** written consent, but not:

a) Injury to any **employee**;

b) **Damage** to property which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to you;

c) Injury, **loss or damage** caused by or in connection with or arising out of the ownership, possession or use by you or on your behalf of:

- Any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air;
- Any mechanically-propelled vehicle or trailer attached thereto, except used within the grounds of the **property**, of any such vehicle not licensed for road use and not constructed for the conveyance of passengers, provided that no other **policy** covers the liability. This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading there from by any person other than the driver or attendant of the vehicle:

i) Liability arising from any agreement, unless liability would have attached in the absence of such agreement.

In addition, **we** will also pay for:

a) All other costs and expenses incurred with **our** written consent;

and

b) The legal costs and expenses incurred with **our** written consent for the defence of prosecutions brought under sections 36 or 37 of the Health and Safety at Work etc Act 1974* or any alleged offence as detailed in section 33(1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 31* including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health safety and welfare of persons other than **employees** but not:

- Fines or penalties;
- Legal costs or expenses insured by any other policy.

B: Extension 1 – Additional Persons Insured

We will also insure in the terms of this section:

- a) Your legal personal representatives in the event of your death;
- b) The owner or lessee of any **property**;
- c) If you so request, any of your directors or **employees** as though each had been insured separately provided that:
 - Such persons observe the terms of the **policy** insofar as they can apply;
 - **We** retain the sole conduct and control of all claims;
 - The most **we** will pay for claims for one accident or series of accidents from one cause, is the Limit of Indemnity shown in the **certificate** plus other costs incurred with written consent, but not:
 - i) Liability of any **resident** incurred solely as occupier of his/her **property**;
 - ii) Liability of your directors or **employees** for which you would not have been covered if the legal action had been brought against you.

C: Extension 2 – Defective Premises Act

We insure (subject otherwise to the terms of this **policy** section) your liability under section 3 of the Defective Premises Act 1972* or section 5 of the Defective Premises (Northern Ireland) Order 1975* in respect of:

- a) The parts of any **property** formerly owned or leased by you and occupied solely for private residential purposes.
- b) Any **private dwelling** formerly owned or leased by the owner or lessee of any flat provided that:
 - At the time of the incident giving rise to the liability, you have sold that **private dwelling** or flat but not:
 - i) **Damage** to the **premises** disposed of;
 - No other **policy** covers the liability.

The cover under this extension continues for seven years from the date of disposal of the **premises**, provided you do not have this cover under another policy.

D: Extension 3 – Cross Liabilities

If more than one person is referred to in the **certificate**, each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately.

Provided that:

The most **we** will pay for claims for one accident or series of accidents from one cause is the limit of indemnity shown in the **certificate** plus other costs incurred with **our** written consent.

E: Limit of Indemnity - £5,000,000

The Limit of Indemnity under this section shall not exceed £5,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by you with insurers' written consent in the defence of any such claim.

* And any amended legislation.

Policy Conditions and Exclusions which apply to the whole of your policy

A: Conditions

1. Voidance of Policy

All answers or statements in connection with this contract should be honest and accurate. The **policy** may be voidable if you deliberately or carelessly misinform the Insurers.

2. Precautions

You must at all times:

- a) Take all reasonable precautions to prevent loss, destruction, **damage**, accident or **bodily injury**;
- b) Keep the **premises, property**, contents and other maintainable **property** which is insured by this **policy** in a good state of repair;
- c) Comply with all relevant statutory requirements and other regulations imposed by any authority and manufacturers' recommendations;
- d) As soon as possible after discovery, make good or remedy any defect or danger and take any precautionary measures as required;
- e) Exercise due care in the selection and supervision of **employees** and tenants;
- f) During any period of unoccupancy, the insured **property** must be inspected no less than once in every 7 days by either you or your appointed representative. Please note that it is your responsibility to inform the insurer of when your **property is empty or unoccupied**.

We will not pay for claims if these precautions are not met.

This **policy** is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear. It is your responsibility to ensure that all **property** insured is maintained in good repair.

3. Cancellations

We shall not be bound to accept any renewal of this **policy** and may at any time give 14 days' notice of cancellation by recorded delivery to your last known address. Thereupon you shall be entitled to the return of a proportionate part of the premium paid, in respect of the unexpired term of this **policy**, provided that there have been: a) No claims made under the **policy** for which **we** have made a payment; b) No claims made under the **policy** which are still under consideration; c) No incident likely to give rise to a claim but is yet to be reported to **us** during the current **period of insurance**.

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

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** shall be liable only for a proportionate share.

5. Fraud

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

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

Then we:

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

6. Sum Insured

It is your responsibility to ensure your **property** is adequately insured for the full cost of reinstatement at all times. 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, provided that:

- a) You implement any risk improvement measures that **we** require within the agreed timescales;
- b) Pay any additional premium if required.

7. Underinsurance

The **sum insured** by each item or section of this **policy** is declared to be separately subject to this underinsurance condition. If such sum shall at the commencement of any **damage** be less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by the **company** in respect of such **damage** shall be proportionately reduced.

8. Changes in Risk

You must give immediate notice to **us** of any change in circumstances which may increase the possibility of loss, destruction, **damage**, **accidental bodily injury** or liability covered by this **policy**, including (but not limited to):

- a) Your interest ceasing other than by death;
- b) The **business** being wound up or carried on by a liquidator or receiver or permanently discontinued;
- c) The **property**, as specified on the **certificate**, becomes let under different circumstances;
- d) Any alteration being made either in the **business** or in the **premises** or in any **property** or in any other circumstances;
- e) If the **property** will be **empty or unoccupied**;
- f) If you no longer intend to let the **property**;
- g) If you intend to carry out any form of renovation or building works on the **property**;
- h) If the **property** is no longer used solely for private residential purposes.

If you are in any doubt, please contact Rentguard or your insurance intermediary/broker. This **policy** will become voidable from the date of any such change in circumstances unless **we** agree otherwise in writing.

9. Protections

It is a condition precedent to the liability of the **company** in respect of any claim arising from fire, theft or malicious **damage** that in so far as you are responsible for them you must at all times ensure that:

- a) Security devices are put into full and effective operation whenever the **property** is left unattended;
- b) Fire break doors and shutters in the **property** be maintained in efficient working order and that the openings protected by such doors and shutters be kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links be kept closed except when the **premises** are attended;
- c) Fire extinguishers, sprinkler systems and fire alarms are maintained in efficient working order;
- d) Alterations or additions to or changes in or removal of security devices be advised to **us** immediately in writing.

As a condition precedent to liability, the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim, or to prosecute any claim in the name of the Insured for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Insurer may require.

10. Inspections

The **property** must be inspected both externally and internally at least every 6 months by you or your representative, to confirm that the **property** is maintained in a good state of repair, notwithstanding the requirements of subsection 4 'Empty or unoccupied **Property**' of Sections 1 and 2. Records of these inspections must be kept and made available to **us** on request.

11. Cooking and Heating Appliances

No cooking is to be undertaken inside any part of the building insured by this **policy** other than in such areas which have been constructed and equipped as domestic kitchens. No portable heating appliances, other than portable electric heaters where there are no visible heating elements, are to be used in any part of the insured **property**.

12. Gas and Electric Installations

All gas and electric appliances and installations at the insured **property** must be regularly inspected by you or a responsible person acting on your behalf as required by the appropriate legislation and repaired, replaced, maintained or serviced as necessary to ensure good order. A record of such inspections/work undertaken should be kept, so as to produce to the insurers upon request.

13. Annual Leave

When the **resident/tenant** is away from the **property** due to annual leave; the water supply must be turned off from the mains. Period of annual leave should not exceed 30 consecutive days.

14. Financial Sanctions

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **insurance period we** may cancel this policy immediately by giving **you** written notice at **your** last known address.

15. Several Liability Notice

The subscribing Insurers' obligations hereunder 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(s) or underwriter(s) who for any reason does not satisfy all or any part of their obligations.

B: Exclusions

The following exclusions are applicable to all sections of your **policy**.

We will not pay for the following:

1. Any reduction in value;
2. Consequential (indirect) loss of any kind;
3. Any loss, **damage**, liability or injury that happens outside the **period of insurance**;
4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design;
5. Loss, **damage** or liability resulting from any **business**, trade or profession other than the letting of the insured **property** by this **policy**;
6. **Loss or damage** directly or indirectly caused by:
 - Deliberate or criminal acts by you, any member of your family or your domestic **employees, resident** or any other person legally on the **premises** or with the deception of any of these persons;
 - Gradual causes including deterioration or wear and tear;
 - Mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, corrosion, rust, damp or settlement;
 - Leaks from cracking, fracturing, collapse or failure of sealants and joints;
 - Any process of cleaning, repair or alteration;
 - Disappearance, unexplained loss, misfiling or misplacing of information;
 - To **property** undergoing any process of heat;
 - Confiscation, nationalisation or requisition by order of any government or public, municipal, local or customs authority;
 - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - Vermin, insects or chewing, scratching, tearing or fouling by pets or domesticated animals;
 - Electrical or mechanical failure or breakdown;
 - Faulty or defective workmanship, materials or design;
 - Maintenance and normal redecoration;
 - The failure of a computer chip or computer software to recognise a true calendar date;
 - Computer viruses;
 - Loss arising from cyber hacking;
 - Ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - War, revolution or any similar event;
 - Pre-existing **damage** occurring before the cover under your **policy** started;
 - Losses not directly associated with the incident that caused you to claim;
 - **Damage** arising from activities of contractors;
 - **Pollution or contamination** which was:
 - The result of a deliberate act;
 - Expected and not the result of a sudden, unexpected and identifiable incident.
7. **We** will not pay for any claim arising directly or indirectly from an act of **terrorism**.
8. **Illegal Activities Exclusion**

This insurance **policy** does not cover for any loss, **damage** or liability caused as a result of the insured **property** being used for illegal activities and **we** will not pay for any claim arising from such loss;
9. There is no cover where **damage** happens whilst the **property** is not maintained or is not in a good state of repair;
10. **We** will not pay for any claim arising from burst pipes or tanks caused by freezing, unless all pipes and tanks in the insured **property** are insulated or lagged or within insulated areas;

11. Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivatives of asbestos;
12. The cost of cleaning up, or removal of, or **damage to property** or any product arising out of any asbestos, asbestos fibres or any derivatives of asbestos (except as stated in this **policy**);
13. **Damage for bodily injury or damage to property** unless the action is brought in a court of law in a member state of the European Union;
14. This **policy** does not cover diminution of market value beyond the cost of repair or replacement;
15. **Damage** is limited to Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them) when the **property** is occupied by squatters;
16. The legal or other cost of removing squatters from the **property** is not insured under this **policy**.

Empty or Unoccupied Property

We must be notified as soon as possible whenever a **property** becomes **empty or unoccupied**.

We shall have the right to change the terms and conditions of your **policy** and you must implement any risk improvement measures that **we** require within the agreed timescales and pay any additional premium if required.

The cover under your **policy** is restricted whilst your **property** becomes **empty or unoccupied** as stated under Section 1 and 2 within "What is not Covered".

We will not pay for any claim arising from the perils Fire, Lightning, Earthquake, Explosion and Aerial vehicles under this **policy** in respect of any **property** or part of **property** which is **empty or unoccupied** unless:

- The **premises** are inspected internally and externally at least once during each 7 days by you or your appointed representative; and
- The water, gas and electricity supplies are turned off at the mains and the water system drained but the electricity supply may be left on if required for security alarm or other security devices; and
- Door, door locks and windows identified as being suitable for external use must be fitted and operative at all times; and
- All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by you.

Failure to comply with any part of this section may invalidate a claim.

Important

Cover to this **policy** will be limited to Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them) as soon as the **property** becomes **empty or unoccupied**, unless the endorsement 18 "30 days unoccupancy cover" or endorsement 24 "Extended Cover on an Unoccupied Property" is noted on the **certificate**.

Compensation

Royal & Sun Alliance plc, Arthur J Gallagher Insurance Brokers Ltd and Rentguard Insurance are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and then 90% for any amount above £2,000. Further information is available on www.fscs.org.uk or you may contact the FSCS on 020 7892 7300.

Settling Claims

Buildings Section

We will decide whether to repair, replace or reinstate the damaged part of the buildings. **We** may do this by using one of **our** suppliers. **We** will pay the full cost of the work, including any professional, demolition or local-authority costs or fees **we** have agreed, as long as the work is finished without delay; however, **we** will not pay more than the cost of the repair or replacement or any amount in excess of the declared **sum insured**. If the repairing or replacing is not carried out, **we** will pay the amount by which the **property** has gone down in value as a result of the **damage** or the estimated cost of repair, whichever is lower.

We will take off an amount for wear and tear if the buildings or any part of a building is not properly maintained or in a good state of repair.

Contents Section

We will pay the full cost of replacing or repairing any damaged **property** as new. **We** may do this by using one of **our** suppliers. If the item cannot be repaired or replaced, **we** will pay the cost of an equivalent replacement.

We will take off an amount for wear and tear:

- On household linen;
- For property that does not belong to you but you are legally responsible for, unless you are legally bound to replace the property, as new, under the terms of an agreement. The **sum insured** for landlord's contents will not be reduced following payment of a claim.

Claims Settlement

Following **damage** by an insured peril, and subject to the adequacy of the **sum insured**, **we** will pay the full cost of repairing or replacing the damaged **property**/buildings or contents. The most **we** will pay is the limits shown in the **policy** or the **sum insured** shown in your **certificate**.

When **we** pay your claim **we** will take off the **excess** shown in your **certificate**.

We can choose to settle your claim by replacing, reinstating, repairing or by payment. If **we** are able to replace, payment will be limited to the cost of replacement by **our** preferred supplier. **We** will not pay for **property** that does not belong to you, unless you are legally responsible for the cost of replacement, as new, under the terms of a valid agreement.

We may proportionally reduce the amount paid if **we** find the **sum insured** to be inadequate. Please see **policy** conditions and exclusions, 7. Underinsurance on page 17.

We will not pay for loss of value resulting from repairs or replacement of **damage** to the **property**.

If the **property** is damaged by any peril insured then **we** will either:

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

In the event of **damage** to matching set groups and collections, **we** will not pay for the cost of replacing or changing any undamaged item or parts of items forming part of a pair, set, suite or other article of uniform nature, colour or design when **damage** or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

The maximum amount payable in any **period of insurance** in respect of **damage** to the **property** by the perils insured plus additional expenses shall not exceed the **sum insured** shown in the **certificate** as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the perils insured.

Special Clauses and Policy Exclusions

The following clauses and exclusions are operative where indicated on the **certificate**.

1. Alarm/Security Clause

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

- a) The burglar alarm system shall have been put into full and effective operation:
 - Whenever the **premises** specified on the **certificate** is left unattended;
 - At night when the **residents** retire for the night.
- b) The intruder alarm system shall have been maintained in good order throughout the period 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

In consideration of the additional premium paid hereon, it is agreed that the term 'standard construction' as explained in definitions, does not apply to the main building of the **private dwelling** situated within the **premises** specified on the **certificate**.

3. Subsidence, Landslip or Heave Exclusion Clause

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

4. Flood Exclusion Clause

This insurance policy excludes all losses under all sections in respect of any flooding or partial flooding including but not limited to:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam; or
- b) Inundation from any rivers, sea and all other fluvial sources; or
- c) Storm, tempest or any other peril; or
- d) All sources of surface run-off or any other pluvial sources
- e) Backing up of sewers, drains or any other overflows

5. Tree Pruning Clause

A Tree Surgeon or similar professional must, triennially, at the insured's expense:

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

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

6. Thatch Clause

It is a condition precedent to the liability of insurers that:

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

7. FLEA Clauses

It is hereby noted and agreed that the **premises** insured hereunder are covered against **loss or damage** directly caused by the perils of fire, lightning, explosion, earthquake and aerial vehicles only.

8. Minimum Security Clause

This insurance excludes claims for theft under sections 1 and 2 unless the following are fitted and are used for the protection of the building specified on the **certificate** when the **property** is left unattended or 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.

9. Flat Roof Clause

It is a condition precedent to our liability that any part of the roof that is flat has been inspected by a professional building or roofing contractor and repaired, renovated or replaced where necessary, at no more than 36 month intervals, with full records of inspections and works retained for **our** inspection. This warranty is precedent to any liability for claims relating to the flat roof.

"As a condition precedent to liability, the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim, or to prosecute any claim in the name of the Insured for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Insurer may require."

10. 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 premiums once per annum.

11. 10% Fire Co-insurance Clause

Notwithstanding anything stated in this **policy** to the contrary, the Insured shall be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the peril Fire under section 1. Subject otherwise to the terms, exclusions and conditions of this **policy**.

12. 25% Fire Co-insurance Clause

Notwithstanding anything stated in this **policy** to the contrary, the Insured shall be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the peril Fire under section 1. Subject otherwise to the terms, exclusions and conditions of this **policy**.

13. Bed-sit Clause

This **policy** is issued on the basis that the Insured has registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004** and 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.

14. Holiday Home Clause

- a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained; or
- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

Please note that **loss or damage** resulting from malicious persons, escape of water, theft and **accidental damage** to fixed glass and sanitary ware; occurring after the holiday home has been **empty or unoccupied** for 30 consecutive days or more, or whilst it is occupied by squatters, is excluded. This applies to both buildings and contents.

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

15. Empty or unoccupied Clause

It is a condition of this insurance that if a **property** is **empty or unoccupied**, then photographs of the **property** must be submitted within 14 days from inception or mid-term adjustment. 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.

16. Escape of Water Exclusion

It is hereby noted and agreed that Escape of Water under section 1 and section 2 is excluded under the insurance cover.

17. Theft or Attempted Theft and Malicious Damage

It is understood and agreed that the insured will be liable for the first £1,000 for each and every theft or attempted theft and malicious **damage** claim on the **property**, unless the **property** has minimum security, as described in clause 8, Minimum Security.

18. 30 Days Unoccupancy Cover

In consideration of the additional premium paid hereon, it is agreed that **we** must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. Failure to comply with any part of this section will invalidate a claim. The **policy** would not be limited to the perils Fire, Lightning, Earthquake, Explosion or Aerial vehicles in Section 1 or 2 during the first 30 days when the **property** becomes **empty or unoccupied**. The conditions under

"Empty or Unoccupied Property", page 20, must be complied with. Minimum **excess** on this **policy** will be £2,500 for each and every claim.

19. Damage Occasioned by the Tenant

This **policy** will cover malicious damage and theft, by the tenant(s) named on the tenancy agreement, up to a maximum of £5,000 under section 1 building and section 2 contents. There must be a valid tenancy agreement in place and all legal tenants must be referenced and deemed suitable for tenancy at the start of the tenancy agreement.

It is a condition of this policy that all malicious damage and theft incidents must be reported to the police for the claim to be considered. Loss, damage or liability caused as a result of the property being used for illegal activities is excluded under this policy.

20. Accidental Damage to Section 1

It is hereby noted and agreed that **accidental damage** under section 1, Building, is excluded under this insurance cover.

21. Accidental Damage to Section 2

It is hereby noted and agreed that **accidental damage** under section 2, Contents, is excluded under this insurance cover.

22. Maintenance Clause

It is a condition precedent to our liability of this **policy** that 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.

"As a condition precedent to liability, the Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim, or to prosecute any claim in the name of the Insured for their own benefit, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Insurer may require."

A list of the minimum requirements is provided in the **property** care guide, which you would have received along with your **policy** documents and is also available on **our** website at www.rentguard.co.uk/mainclause.

23. Central Heating Condition

Under paragraph "Empty or Unoccupied Property", page 20:

- a) The following condition is added: The central heating system must be set to operate continually at a minimum temperature of 13°C throughout the months of November, December, January and February;
- b) The following condition is deleted:
 - i) The water, gas and electricity supplies are turned off at the mains and the water system drained.

24. Extended Cover on an Unoccupied Property

In consideration of the additional premium paid hereon, it is hereby noted and agreed that this insurance will not be limited to Perils Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles under section 1 or 2 (where applicable), when the **property** becomes **empty or unoccupied**. The conditions under Empty or Unoccupied Property, page 20, must be complied with. Minimum **excess** on this **policy** will be £2,500 for each and every claim.

25. Unoccupied Clause

It is hereby understood and agreed that if the **property** becomes **empty or unoccupied**, the insured **property** will be covered against **loss or damage** directly caused by the perils of Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles Only.

26. Security

Loss or physical **damage** occurring in the insured **property** resulting from theft or attempted theft is excluded under the landlord's contents section unless the protections listed below are put into full and effective operation whenever the insured **property** is left unattended or when the **residents** have retired for the night.

- All keys must be removed from the locks or bolts and hidden from view when the insured **property** is unattended;
- The final exit door must be secured by a 5 lever mortice deadlock or a rim automatic deadlock or the manufacturer's key operated integral multi-point locking system;
- All external single doors and access doors from integral garages must be secured by a 5 lever mortice deadlock or a rim automatic deadlock or key operated security bolts operating horizontally fitted internally top and bottom or the manufacturer's key operated integral multi-point locking system;
- All external double doors must be secured by key operated security bolts or concealed flush bolts operating vertically fitted internally top and bottom to the first leaf and either 5 lever mortice deadlock or a rim automatic deadlock or the manufacturer's key operated integral multi-point locking system on the second leaf or key operated security bolts operating vertically fitted internally top and bottom to each leaf;
- All sliding patio doors must be secured by key operated bolts fitted internally top and bottom or the manufacturer's key operated integral multi-point locking system;
- All doors on domestic outbuildings and garages (excluding electrically operated doors) must be secured with key operated security devices;
- All ground floor and basement opening windows and any other ground floor openings to the home measuring more than 22.5 cm x 22.5 cm (9"x9") must be secured by key operated window locks except those in occupied bedrooms at night;
- All upper floor opening windows and skylights must be secured with key operated window locks if accessible from adjoining roofs, porches, walls, down-pipes, balconies or external stairs except those in occupied bedrooms at night;
- All panes of glass in louvre windows must be securely fixed with suitable adhesive into their brackets.

Alternative protections are not allowed unless agreed by Rentguard Insurance in writing.

27. Third Party, Fire and Theft Endorsement

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Subsection B: Perils Insured, Fire; explosion; lightning; earthquake; smoke; aerial vehicles; theft; legal liability to others and legal liability for accidents to domestic **employees** under section 1 and 2.

28. Third Party, Fire, Flood and Theft Endorsement

It is hereby noted and agreed that the **premises** insured hereunder are covered against the following perils only: Subsection B: Perils Insured, Fire; explosion; lightning; earthquake; smoke; aerial vehicles; flood; theft; legal liability to others and legal liability for accidents to domestic **employees** under section 1 and 2.

29. Theft of Metals Clause

We will not be liable for any amount in **excess** of £2,500 in respect of **damage** caused by or arising from theft of or **damage** from metals being stolen from the **property**, which includes, but not limited to metal pipes, wires, radiators, boilers and lead on roof.

30. Chimney Warranty

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

31. Electrical Safety checks

All electrical appliances over 3 years old must be PAT tested yearly.

Electrical Inspection on the **property** should be carried out every 3 years and supplied with a **certificate**.

32. Contractors Exclusion Clause

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

33. Terrorism Exclusion Clause

Damage due to **terrorism** is excluded.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion **damage** or any cost, expense or consequential loss is not covered by this **policy** the burden of proving that such **damage**, cost, expense or consequential loss is covered is upon you.

34. Fixtures & Fittings

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**.

35. 90 Days Unoccupancy Cover

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.

Complaints procedure

Our commitment to customer service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post:

**RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP**

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:

**Financial Ombudsman Service
Exchange Tower
London
E14 9SR**

Telephone:

**0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)**

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Rentguard Insurance is specifically designed to meet the growing demands of landlords and tenants in the residential & commercial lettings market.

Ask about our full range of **Rentguard** products & services:

RESIDENTIAL LANDLORD INSURANCE
OWNER OCCUPIER INSURANCE
BUILDINGS & CONTENTS INSURANCE
COMMERCIAL PROPERTY INSURANCE

TENANTS CONTENTS INSURANCE
TENANT REFERENCING SERVICES
LEGAL EXPENSES & RENT GUARANTEE
REFERENCE PLUS

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