

Policy Terms & Conditions

**RENTGUARD**  
INSURANCE



*Special Risks*

Homecare. Buildings & Contents

**Pen**  
underwriting

# Home Insurance Policy

## Welcome

### Thank you for choosing Rentguard Insurance to provide your Home Insurance

This is **your home** insurance policy wording, setting out **your** insurance protection in detail. The policy wording must be read together with the policy **certificate** and statement of facts as one document. It is an important document so **you** should keep it somewhere safe – **you** will need it if **you** need to make a claim.

Please read it carefully to make sure that it meets **your** requirements and that the details on the policy **certificate** and statement of facts are correct.

**Your** premium has been based upon the information shown in the policy **certificate** and recorded in **your** Statement of Facts.

If after reading **your** policy wording **you** have any questions, any details are incorrect or the policy does not provide the cover **you** need then **you** must contact **your** insurance adviser immediately.

**Your** insurance relates only to those sections of the policy which are shown in the **certificate** as being INCLUDED.

This policy is arranged and administrated by Rentguard. Sections 1, 2 and 3 of this policy have been produced by Pen Underwriting Limited a Managing General Agent of the **insurer(s)** listed on **your certificate**. The **insurer(s)** have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for **you** on their behalf. For details of Pen Underwriting Limited's data protection and privacy policies please visit [www.penunderwriting.co.uk](http://www.penunderwriting.co.uk) The **insurer** that is providing **your** Home Insurance Policy can be found in **your** policy **certificate**. Section 4: Family Legal Expenses Insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **we** act.

## Useful Telephone Numbers

### How to make a claim

If **you** need to make a claim, please contact **us** straightaway by calling the telephone number printed on **your** policy **certificate** and have **your** policy number to hand when calling. **Your** Policy number appears on **your** Policy **certificate**.

Please also refer to the Policy Conditions Section 2 "Claims" at the back of **your** policy for full details of **your** duties and how **we** deal with **your** claim.

## Your Policy Wording

**Your** policy wording is made up of individual sections. This wording should be read together with **your** current policy **certificate** for precise details of **your** insurance protection. **We** have also included (under Important Information) details of **your** right to cancel this policy and also what to do if **you** have a complaint.

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# Important Information

## The contract of insurance

This policy is a contract of insurance between **you** and **us**. The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy wording
- information contained on **your** Statement of Facts document issued by **us**
- **your certificate** and any endorsements shown on it
- any changes to **your home** insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide cover shown in **your certificate** on the terms and conditions of this policy wording during the **period of insurance**.

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy wording.

## Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **your** insurance adviser to let **us** know if there are any changes to the information set out in the Statement of Fact or on **your certificate**. **You** must also tell **us** about the following if they represent a change or a fact **you** have not already told **us** about:

- any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell **us** about internal alterations to **your** property unless **you** are creating an additional **bedroom**
- any change to the people insured, or to be insured
- any change or addition to the **contents** of the property to be insured that results in the need to increase the amounts or the limits that are shown on **your** policy **certificate**
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work)
- if **your** property is to be **unoccupied** for any continuous period exceeding 30 days, or
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

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

When **we** are notified of a change, **we** will tell **your** insurance adviser if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim. or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

## Choice of Law

The law of England and Wales will apply to this contract unless:

- **you** and **we** specifically agree otherwise; or
- at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, in the first instance please contact **your** insurance adviser.

## Your right to cancel

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal or the day **you** receive **your** policy, whichever is the later ("cooling off period").

By exercising **your** right to cancel, **you** withdraw from the contract of insurance as at the date of such notice.

If **you** cancel before the insurance commences **you** will be refunded any premium **you** have paid.

If **your** request for cancellation is received after the inception (starting) date of the policy, **you** will be entitled to a refund of any premium **you** have paid, less a deduction for the time **you** have been on cover. This will be calculated in proportion to the period for which **you** have received cover, provided that no claims have been paid or are outstanding during the **period of insurance**.

If **you** do not exercise **your** right to cancel within the cooling off period, the policy will remain in force and all premiums will be payable in accordance with the terms of the policy.

To exercise **your** right to cancel please contact **your** insurance adviser.

For **your** cancellation rights outside the statutory cooling off period, please refer to the policy Conditions Section of **your** policy wording.

## How much cover do you need?

While **your** insurance advisor can guide **you**, it is **your** responsibility to make sure that the amount of insurance cover **you** buy represents the full value of **your** property.

For **buildings** cover the value must represent the full cost of rebuilding the **buildings** including any extra costs that may be involved such as demolition, architect's and surveyor's fees and any additional costs in meeting local authority requirements.

For **contents** and **personal possessions** the value must represent the full cost of replacing all the property at current replacement value, other than clothing and linen where **we** may make a deduction for wear and tear and the resultant loss in value.

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

## Property maintenance

It is **your** responsibility to maintain and look after **your** property. **Your** policy is intended to provide **you** with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover **you** for damage that happens gradually over time like damp, or rot, or for damage caused by wear and tear, or for general maintenance costs such as repairs to defective rendering or general roof repairs.

## Extreme weather and storms

**We** consider a storm to be strong winds of over 47mph which will sometimes be accompanied by rain, snow or hail. Heavy or persistent rain on its own is not a storm unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time of the same proportion). **Buildings** that have been maintained in a sound condition will withstand all but the most extreme weather. It is **your** responsibility to ensure **your** property is maintained in a good state of repair.

If **you** are claiming for storm damage **we** will ask **you** to provide **us** with the date of the damage and show **us** how the conditions caused the damage to the **home**. **We** may appoint a specialist to inspect the **home** or ask **you** to provide **us** with a report by **your** appointed contractor.

## Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

## General Data Protection Regulation Privacy Notice

Pen Underwriting Limited are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about you in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, brokers, reinsurers, claims

handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

## Complaints Procedure

### Our promise of service

It is always **our** intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In some cases the insurance advisor who arranged the insurance will be able to resolve any concerns and **you** should contact them directly. Alternatively if **you** need to complain please contact the Pen Underwriting Limited Complaints Officer quoting **your** policy or claim number.

Pen Underwriting Limited Complaints  
7th Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539 (telephone calls may be recorded)  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Should **you** remain dissatisfied having received a final response to **your** complaint, **you** may then refer **your** complaint to the Financial Ombudsman Service. Please note that the Financial Ombudsman Service allows 6 months from the date of the final response to escalate **your** complaint to them. Further details on eligibility and the referral process can be found on the Financial Ombudsman Service website.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines)  
Telephone: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations, **you** may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which **you** may be entitled to compensation is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to

The Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

# Policy Definitions

Wherever the following words or phrases appear in this policy they will have the meanings defined below. A defined word will be printed in bold (e.g **you**).

## Accidental Damage

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Damage caused suddenly and unexpectedly by an outside force.

## Bedroom

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A room originally designed as a bedroom even if it is now used for other purposes.

## Bodily injury

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Bodily injury includes death or disease.

## British Isles

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The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.

## Buildings

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(a) the **home** and its decorations;

(b) fixtures and fittings attached to the **home**;

(c) permanently installed swimming pools (but not swimming pool covers), professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks;

that **you** own or for which **you** are legally responsible within the address named in the **certificate**.

## Business Equipment

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Computers, keyboards, printers, desktop publishing units, multiuser small business computers, photocopiers, computer-aided design equipment, and other office equipment owned by **you** and used in connection with a business that **you** run from the **home** shown as the risk address in the **certificate**.

## Certificate

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The **certificate** forms part of this policy and contains details of the **home**, the **sums insured**, the **period of insurance** and the sections of this insurance which apply.

## Contents

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Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

This includes:

(a) tenant's fixtures and fittings;

(b) radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**;

(c) property in the open but within the boundary of the **home** up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**);

(d) deeds and registered bonds and other personal documents up to £1,000 in total;

(e) domestic oil in fixed fuel oil tanks up to £1,000.

The definition of **contents** does NOT include:

a. motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys) caravans, trailers or watercraft, or aircraft or their accessories;

b. any living creature;

c. trees, bushes, plants or shrubs other than those normally kept in the **home**;

d. any part of the **buildings**;

e. any property held or used for business purposes other than **business equipment** up to £5,000 in total;

f. any property insured under any other insurance.



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**Credit cards**

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Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to **you** and held for private or domestic purposes.

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**Downloads**

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Software or files legally downloaded and stored on any computer or **home** entertainment equipment.

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**Endorsement**

---

A change in the terms and conditions of this insurance.

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**Excess / Excesses**

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The amount **you** will have to pay towards each separate claim.

The details of **your excess** will be shown on the **certificate**.

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**Heave**

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Expansion or swelling of the land beneath the **buildings** resulting in upward movement.

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**Home**

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The property, the garages and any outbuildings used for domestic purposes at the address shown in the **certificate**.

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**Landslip**

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Movement of land down a slope.

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**Money**

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Current legal tender, cheques, postal and money orders, including:

- (a) postage stamps not forming part of a stamp collection
- (b) savings stamps and savings certificates, travellers' cheques
- (c) premium bonds, luncheon vouchers and gift tokens
- (d) all held for private or domestic purposes.

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**Period of Insurance**

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The length of time for which this policy is in force, as shown in the **certificate**, and for which **you** have paid and **we** have accepted a premium.

Each renewal represents the start of a new period of insurance.

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**Personal Possessions**

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Clothing, baggage, guns, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to **you**.

Personal possessions does NOT include:

- a. **money** and **credit cards**;
- b. unspecified pedal cycles up to £500 in value either individual cycles or collectively. Pedal cycles in **excess** of £500 must be specified.

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**Sanitary ware**

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Washbasins, sinks, bidets, toilet pans and cisterns, shower trays, shower screens, baths and bath panels.

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**Settlement**

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Downward movement of the land beneath the **buildings** as a result of compaction due to the weight of the **buildings**.

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**Standard Construction**

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Built of brick, stone or concrete and roofed with slates, tiles, or asphalt.

### **Subsidence**

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Downward movement of the land beneath the **buildings** that is not a result of **settlement**.

### **Sum Insured**

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The amount shown on the **certificate** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy wording or the **certificate**.

### **Unfurnished**

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Not furnished adequately for normal living purposes.

### **Unoccupied**

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Not lived in by **you** (or by any other person to whom **you** have given **your** permission) for 30 consecutive days.

### **Valuables**

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- (a) jewellery;
- (b) furs
- (c) gold, silver, gold and silver plated articles or other precious metals
- (d) Works of art

Unless otherwise specified in the **certificate** the maximum that **we** will pay in respect of valuables is as follows:

- a. If the **home** has 1 or 2 **bedrooms** £10,000
- b. If the **home** has 3 **bedrooms** £12,500
- c. If the **home** has 4 **bedrooms** £15,000
- d. If the **home** has 5 **bedrooms** £17,500.

**We** will not pay more than £2,000 in respect of any one single article.

### **We / Us / Our / Insurer(s)**

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The insurer(s) whose identity is stated in the Identity of insurer(s) **endorsement** on the **certificate**.

### **You / Your / The Policyholder**

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The person or persons named in the **certificate**, their domestic partner and all members of their family (or families) who are permanently living with them including any foster children who live with them.

# Section 1: Buildings

(This Section only applies if stated as INSURED in the **certificate**.)

## A Cover

**We** will pay for loss or damage to the **buildings** caused by any of the following:

1. fire, smoke damage, lightning, explosion or earthquake;

**We** will NOT pay for loss or damage:

- a. to anything that happens gradually.
2. aircraft and other flying devices or items dropped from them;
3. storm, flood or weight of snow;

**We** will NOT pay for loss or damage:

- a. to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, hedges, gates and fences.
4. escape of water from, or frost damage to, fixed water tanks, apparatus or pipes;

**We** will NOT pay for loss or damage:

- a. to swimming pools;
- b. while the **buildings** are **unfurnished**;
- c. while the **buildings** are **unoccupied**;
- d. caused by the failure or lack of grout and/or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation;

**We** will NOT pay for loss or damage:

- a. due to wear and tear or any anything that happens gradually;
- b. to domestic fixed fuel-oil tanks;
- c. caused by faulty workmanship;
- d. while the **buildings** are **unfurnished**;
- e. while the **buildings** are **unoccupied**.
6. theft or attempted theft;

**We** will NOT pay for loss or damage:

- a. while the **buildings** are **unfurnished**;
- b. while the **home** is lent, let or sublet unless there is physical evidence of violent and forcible entry;
- c. while the **buildings** are **unoccupied**;
- d. caused by **you**, paying guests or tenants.
7. collision by any vehicle or animal;

**We** will NOT pay for loss or damage:

- a. caused by domestic pets.

8. (i) riot, civil unrest, strikes and labour or political disturbances;

**We** will NOT pay for loss or damage:

- a. while the **buildings** are **unfurnished**;
  - b. while the **buildings** are **unoccupied**.
- (ii) malicious acts;

**We** will NOT pay for loss or damage:

- a. while the **buildings** are **unfurnished**;
- b. while the **buildings** are **unoccupied**.

9. **subsidence, heave or settlement** of the land that the **buildings** stand on, or **landslip**.

**We** will NOT pay for loss or damage:

- a. to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences; (However, **we** will pay if **we** accept a claim for **subsidence, heave or landslip** damage to the **home**.)
  - b. to solid floors;  
(However, **we** will pay if the load bearing walls of the **home** are damaged at the same time by the same event.)
  - c. arising from faulty design, specification, workmanship or materials;
  - d. which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law;
  - e. caused by coastal erosion;
  - f. whilst the **buildings** are undergoing any structural repairs, alterations or extensions;
  - g. as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the **buildings**;
  - h. if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence, heave or landslip**;  
(However, **we** will pay if **you** told **us** about this and **we** accepted it.)
  - i. caused by normal **settlement** or shrinkage, or by recently placed infill materials moving up.
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;

**We** will NOT pay for loss or damage:

- a. to radio and television aerials, satellite dishes, their fittings and masts.
11. falling trees, telegraph poles or lamp-posts.

**We** will NOT pay for loss or damage:

- a. caused by trees being cut down or cut back within the **home**;
- b. to gates and fences. (However, **we** will pay if the **home** is damaged at the same time by the same event.)

## B Exclusions

Please note the following Exclusions apply to this entire Section.

**We** will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **excess** specified in the **certificate**;
- c. wet or dry rot. (However, **we** will pay if damage occurs as a direct result of a claim **we** have paid and the repair has been carried out by **our** approved contractor.)
- d. any loss or damage caused by the activities of contractors.

## C Extensions

### 1. Underground Services

**We** will pay for the cost of repairing **accidental damage** to:

- (a) domestic oil pipes;
  - (b) underground water-supply pipes;
  - (c) underground sewers, drains and septic tanks;
  - (d) underground gas pipes;
  - (e) underground cables;
- which **you** are legally responsible for.

**We** will NOT pay for loss or damage:

- a. due to wear and tear or anything that happens gradually.

### 2. Loss of Metered Water

**We** will pay for increased metered water charges **you** have to pay following an accidental escape of water discharged from a metered water system providing service to the **home**.

The maximum that **we** will pay is £1,000 in any one **period of insurance**.

### 3. Trace and Access

**We** will pay for:

- (a) reasonable costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating systems in the **home**;
- (b) any repairs directly arising from (a).

The maximum that **we** will pay is £5,000 in any one **period of insurance**.

### 4. Loss of Rent and Alternative Accommodation

If the **home** is damaged by any cause covered under this Section and, as a result, cannot be lived in, **we** will pay for:

- (a) loss of rent due to **you** which **you** are unable to recover;
  - (b) any reasonable costs of alternative accommodation;
- until the **home** is ready to be lived in.

The maximum that **we** will pay is £50,000 in any one **period of insurance**.

### 5. Damage caused by Emergency Services

**We** will pay for costs and expenses incurred following loss or damage caused by the emergency services in gaining access to the **home** in the course of their duty to safeguard life or property.

### 6. Damage to Gardens

**We** will pay for trees, shrubs, plants and lawns following loss or damage insured under this Section.

**We** will NOT pay for loss or damage:

- a. caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost;
- b. to trees, shrubs, plants and lawns dying naturally or because **you** haven't looked after them properly;
- c. to trees, shrubs, plants and lawns on land not belonging to the **home**;
- d. while the **buildings** are **unfurnished**;
- e. while the **buildings** are **unoccupied**.

The maximum that **we** will pay is £5,000 in any one **period of insurance**.

## 7. Professional Fees and Other Expenses

**We** will pay for:

- (a) architects', surveyors' and consulting engineers' fees;
- (b) the cost of removing debris and demolishing or supporting the damaged parts of the **buildings**, which **we** have agreed to pay;
- (c) costs **you** have to pay in order to comply with any Government or local authority requirements;

necessarily incurred in reinstating or repairing the **buildings** following damage insured under this Section.

**We** will NOT pay for:

- a. expenses incurred for preparing a claim or an estimate of loss of damage;
- b. any costs if Government or local authority requirements have been served on **you** before the loss or damage.

## 8. Selling Your Home

If **you** enter into a contract to sell **buildings** insured by this policy, and they are destroyed or damaged prior to the sale being completed, the buyers will be entitled to any benefit from this insurance for the damage once the sale has been completed.

This will not apply if any other insurance has been arranged by or on behalf of the buyer.

## 9. Property Owner's Liability

**We** will pay for all amounts **you** become legally liable for as owner of the **buildings** as a result of:

- (a) **bodily injury** or illness;
- (b) accidental loss of or damage to property;  
happening during the **period of insurance** and arising:
  - i. from **your** ownership of the **buildings**;
  - ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased and occupied.

If the **buildings** section of this policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any **home** insured by this Section before the cover was cancelled or ended.

The maximum **we** will pay in respect of any one occurrence is £2,000,000.

**We** will also pay all **your** costs and expenses that **we** have agreed to in writing.

**We** will NOT pay for:

- a. as occupier of the **buildings**;
- b. for accidental **bodily injury** or illness to any person **you** employ if the **bodily injury** or illness happens as a result of or in the course of their employment with You;
- c. for loss or damage to property which belongs to **you** or is in **your** care;
- d. in connection with any motorised vehicle;
- e. under any agreement except to the extent that **you** would have been liable without that agreement;
- f. in connection with **your** trade, business or profession;
- g. under (b) above where cover is provided by another policy of insurance.

## IMPORTANT NOTE

If **you** are the owner or occupier of the **home** insured by this policy.

Accidents that happen in the **buildings** or on land are nearly always the legal responsibility of the occupier (the person who lives in the **buildings** or on the land) rather than the owner.

If **you** are the owner and the occupier of the **buildings**, please remember that this **buildings** insurance section does NOT cover **your** legal liability as occupier of the **home** or its land.

To protect yourself, **you** will need to arrange **contents** insurance, which provides occupier's liability cover. This cover is automatically provided by the Contents Section of this policy where it is shown on the **certificate** as INSURED.

## D Optional Extension

### 1. Accidental damage to the buildings

(This cover is optional and only applies if stated as INSURED in the **certificate**.)

**We** will pay for **accidental damage** to the **buildings** including the cost of repairing **accidental damage** to:

- (a) fixed glass and double glazing (including the cost of replacing frames);
- (b) solar panels;
- (c) **sanitary ware**;
- (d) ceramic hobs;

forming part of the **buildings**.

**We** will NOT pay for:

- (a) loss or damage:
  - A. specifically excluded under this Section;
  - B. movement, settling, shrinking, collapsing or cracking of the **buildings**;
  - C. while the **home** is undergoing alteration, repair, cleaning, maintenance or extension;
  - D. caused by wear and tear, infestation, corrosion, damp, mould or frost or anything that happens gradually;
  - E. arising from faulty design, specification, workmanship or materials;
  - F. from mechanical or electrical faults or breakdown;
  - G. caused by dryness, dampness, extremes of temperature or exposure to light;
  - H. to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;
  - I. caused by, contributed to or arising from any kind of pollution and/or contamination;
  - J. while the **buildings** are **unfurnished**;
  - K. while the **buildings** are **unoccupied**.
- (b) general maintenance.

## E Claims Settlement under Section 1

(Please also refer to the Policy Conditions Section of this wording.)

### 1. Limit of Insurance

**We** will NOT pay more than the **sum insured** shown in the **certificate**.

### 2. Replacement or Repair

**We** will pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the **buildings** would be improved by the repair or replacement) if:

- (a) the **buildings** have not been maintained in good repair; or
- (b) at the time of any damage the **sum insured** for **buildings** is less than the full rebuilding cost.

If the repair or replacement is not carried out **we** will, at **our** option, pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the **home** if the repair work had been carried out without delay.

### 3. Pairs, Sets and Suites

**We** will NOT pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### 4. Automatic Re-instatement of Sums Insured

**We** will NOT reduce the **sum insured** under this Section after **we** have paid a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

## Defective Premises Act 1972

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

## Section 2: Contents

(This Section only applies if stated as INSURED in the **certificate**.)

### A Cover

**We** will provide cover for loss of or damage to the **contents** in the **home** caused by any of the following:

1. fire, smoke damage, lightning, explosion or earthquake;

**We** will NOT pay for loss or damage:

- a. due to anything that happens gradually.
2. aircraft and other flying devices or items dropped from them;
  3. storm, flood or weight of snow;

**We** will NOT pay for loss or damage:

- a. to property in the open.
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes;

**We** will NOT pay for loss or damage:

- a. while the **buildings** are **unfurnished**;
  - b. while the **buildings** are **unoccupied**;
  - c. caused by the failure or lack of grout and/or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation;

**We** will NOT pay for loss or damage:

- a. due to wear and tear or any anything that happens gradually;
  - b. caused by faulty workmanship;
  - c. while the **buildings** are **unfurnished**;
  - d. while the **buildings** are **unoccupied**.
6. theft or attempted theft;

**We** will NOT pay for loss or damage:

- a. whilst the **home** is lent, let or sublet;  
(However, **we** will pay if someone has broken into or out of the **home** using force and violence or obtained access to the **home** by deception.)
  - b. the maximum amount that **we** will pay in respect of **contents** contained in detached domestic outbuildings is £2,500.
7. collision by any vehicle or animal;

**We** will NOT pay for loss or damage:

- a. caused by domestic pets.
8. (i) Riot, civil unrest, strikes and labour or political disturbances;

**We** will NOT pay for loss or damage:

- a. while the **buildings** are **unfurnished**;
  - b. while the **buildings** are **unoccupied**
- (ii) malicious acts;

**We** will NOT pay for loss or damage:

- a. while the **buildings** are **unfurnished**;
- b. while the **buildings** are **unoccupied**;
- c. caused by **you**, paying guests or tenants.



9. **Subsidence, heave or settlement** of the land that the **buildings** stand on;

**We** will NOT pay for loss or damage:

- a. to solid floors;  
(However, **we** will pay if the load bearing walls of the **home** are damaged at the same time by the same event.)
- b. arising from faulty design, specification, workmanship or materials;
- c. which but for the existence of this insurance would be covered under any contract or guarantee or by law;
- d. whilst the **buildings** are undergoing any structural repairs, alterations or extensions;
- e. by coastal erosion;
- f. as a result of the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;

**We** will NOT pay for loss or damage:

- a. to radio and television aerials, satellite dishes, their fittings and masts.

11. falling trees, telegraph poles or lamp-posts.

**We** will NOT pay for loss or damage:

- a. caused by trees being cut down or cut back within the **home**.

## B Exclusions

The following Exclusions apply to this Section.

**We** will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **excess** specified in the **certificate**.
- c. any loss or damage caused by the activities of contractors.

## C Extensions

### 1. Temporary Removal

**We** will pay for loss or damage to **contents** whilst they are temporarily removed from the **home**:

- (a) in any occupied private dwelling;
  - (b) in any **buildings** where **you** are living or working;
  - (c) for valuation, cleaning or repair;
  - (d) in any furniture store;
  - (e) in any bank or safety deposit box;
- caused by events 1-10 in Section A.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. **contents** temporarily removed to a place outside the **British Isles**;
- c. **money** or **credit cards**.

### 2. Rent Payable

If the **home** is damaged by any cause covered under this Section and, as a result, cannot be lived in **we** will pay for:

- (a) rent **you** have to pay as occupier;
- (b) any reasonable costs of alternative accommodation for a period of up to 12 months from the date of the damage, or until the **home** is ready to be lived in, whichever occurs first.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**.

The maximum amount that **we** will pay in respect of any one occurrence is £25,000.

### 3. Tenant's Liability

**We** will pay for all amounts **you** become legally liable for, as a tenant, for loss or damage to the **home**.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. any cause excluded under this Section;
- c. loss or damage while the **buildings** are **unfurnished**;
- d. **subsidence** or **heave** of the land that the **buildings** stand on, or **landslip**;
- e. fire, lightning or explosion;  
(However, **we** will pay for damage to landlord's fixtures and fittings.)
- f. any person taking part in a riot, civil unrest, strike and labour or political disturbance;
- g. malicious acts.
- h. **we** will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

The maximum amount **we** will pay in respect of any one occurrence is £10,000.

### 4. Underground Services

**We** will pay for the cost of repairing **accidental damage** to:

- (a) domestic oil pipes;
- (b) underground water-supply pipes;
- (c) underground sewers, drains and septic tanks;
- (d) underground gas pipes;
- (e) underground cables;

which **you** are legally responsible for.

**We** will NOT pay for loss or damage:

- a. due to wear and tear or any anything that happens gradually.

### 5. Fatal Bodily Injury

**We** will pay £5,000 if **you** die as a result of **bodily injury** caused at the **home** by fire, explosion, lightning or intruders, provided that **your** death happens within 12 months of the sustained **bodily injury**.

### 6. Locks and Keys

**We** will pay for the costs of changing locks to:

- (a) external doors of the **home**;
- (b) alarm systems or domestic safes in the **home**;

following accidental loss or theft of keys.

The maximum amount **we** will pay in respect of any one occurrence is £500.

### 7. Loss of Metered Water

**We** will pay for increased metered water charges **you** have to pay following an accidental escape of water discharged from a metered water system providing service to the **home**.

The maximum amount **we** will pay is £1,000 in any one **period of insurance**.

### 8. Celebration or Religious Festival

**We** will increase the **sum insured** under this Section by £1,000 for a period of 30 days before and 30 days after a celebration or religious festival that **you** celebrate.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. loss or damage that can be recovered under any other insurance policy.

## 9. Deterioration of Frozen Food

**We** will pay for loss or damage to food stored in any domestic fridge or freezer in the **home** caused by:

- (a) a rise or fall in temperature;
- (b) contamination by freezing agents.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. loss or damage caused by an electricity or gas company cutting off or restricting **your** supply;
- c. loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.

The maximum amount **we** will pay in respect of any one occurrence is £1,000, unless otherwise specified in the **certificate**.

## 10. Downloads

**We** will pay for the cost of replacing **downloads** following loss or damage covered under this Section.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**.

The maximum amount **we** will pay in respect of any one occurrence is £1,000.

## 11. Personal Money

**We** will pay for theft or accidental loss of personal **money** anywhere in the world provided that, within 24 hours of **you** discovering any such loss or theft, **you** have notified the police.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. shortages due to error or omission;
- c. loss of value.

The maximum amount **we** will pay in respect of any one occurrence is £500, unless otherwise specified in the **certificate**.

## 12. Unauthorised Use of Credit Cards

**We** will pay for amounts **you** become legally liable for as a result of unauthorised use of **your credit cards** following loss or theft anywhere in the world; provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the police and card issuing company and **you** have complied with all other conditions under which **your credit cards** were issued to **you**.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. shortages due to an error or omission;
- c. loss of value;
- d. loss or damage that can be recovered under any other insurance policy.

The maximum amount **we** will pay is £5,000 in any one **period of insurance**, unless otherwise specified in the **certificate**.

## 13. Occupier's, Personal and Employer's Liability

**We** will pay for amounts **you** become legally liable for as a result of:

- (a) accidental **bodily injury** or illness;
  - (b) accidental loss of or damage to property;
- happening during the **period of insurance** in:
- i. the **British Isles**;
  - ii. the rest of the world, for temporary visits;
- and arising:
- 1) as occupier (not as owner of the **home** and its land);

- 2) in a personal capacity (not as owner or occupier of any Building or land);
- 3) as employer of a domestic employee.

The maximum amount **we** will pay in respect of any one incident is:

- A. 1) and 2) £2,000,000
- B. 3) £10,000,000.

**We** will also pay all **your** costs and expenses which **we** have already agreed to in writing.

**We** will NOT pay liability for:

- a. **you** (or anyone on **your** behalf) owning, possessing or using any motorised vehicle;
- b. aircraft other than pedestrian controlled toys or models;
- c. caravans;
- d. boats, boards and craft designed to be used on or in water other than:
  - A. those only propelled by oars or paddles; or
  - B. pedestrian controlled toys or models;
- e. **you** living in or occupying land or **buildings** other than the **home** or its grounds;
- f. **you** owning land, **buildings** or other fixed property;
- g. deliberate or malicious acts;
- h. HIV and HIV-related illnesses, including AIDS;
- i. dangerous dogs as defined in the Dangerous Dogs Act1991 (or any successor legislation);
- j. under any agreement except to the extent that **you** would have been liable without that agreement;
- k. any trade, business or profession;
- l. loss of or damage to property which belongs to **you** or is in **your** care or control;
- m. **your bodily injury** or illness.

For claims involving liability for **bodily injury** or illness of **your** employees;

Exclusion a. – i. and k. will not apply unless, in respect of Exclusion a. only, cover or security is needed under any of the Road Traffic Acts.

## IMPORTANT NOTE

If **you** are the owner or occupier of the **home** insured by this policy.

Accidents that happen in **buildings** or on land are nearly always the legal responsibility of the occupier (the person who lives in the **buildings** or on the land) rather than the owner.

If **you** are the owner but not the occupier of the **buildings**, please remember that this **contents** insurance section does not cover **your** legal liability as the owner of the **home** or its land.

To protect yourself, **you** will need to arrange **buildings** insurance, which provides **your** property owner's liability cover. This cover is automatically provided by the **buildings** section of this policy where it is shown on the **certificate** as INSURED.

## D Optional Extension

### 1. Accidental damage to the contents

(This cover is optional and cover only applies if stated as INSURED in the **certificate**.)

**We** will pay for **accidental damage** to the **contents** within the **home** including the cost of repairing **accidental damage** to:

- (a) audio visual equipment;
- (b) mirrors and fixed glass.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. loss or damage specifically excluded under this Section;
- c. **money, credit cards**, documents or stamps;
- d. damage to **contents** within garages and outbuildings;
- e. loss or damage;

- A. caused by dyeing, cleaning, repair, renovation or whilst being worked upon;
- B. caused by chewing, tearing, scratching or fouling by animals;
- C. to contact, corneal or micro corneal lenses;
- D. while the **home** is lent, let or sublet;
- E. caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually;
- F. arising out of faulty design, specification, workmanship or materials;
- G. from mechanical or electrical faults or breakdown;
- H. arising from demolition, structural alteration or structural repair of the **buildings**;
- I. caused by dryness, dampness, extremes of temperature or exposure to light;
- J. contributed to by or arising from any kind of pollution and/or contamination.

## E Claims Settlement under Section 2

(Please also refer to the Policy Conditions Section of this Policy.)

### 1. Limit of Insurance

**We** will not pay more than the **sum insured** shown in the **certificate**.

### 2. Replacement or Repair

If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace, reinstate or pay for any article covered under this Section.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes, household linen and pedal cycles.

### 3. Pairs, Sets and Suites

**We** will not pay the cost of replacing or repairing any undamaged **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### 4. Automatic Re-instatement of Sums Insured

**We** will not reduce the **sum insured** under this Section after **we** have paid a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

### 5. Sum Insured

If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

### 6. Proof of Value

If **you** claim for any Specified item in the **certificate** then **you** will need to provide proof of the item's value. Therefore, **we** recommend **you** retain photos, instruction booklets, copies of valuations and receipts for any Specified item noted in the **certificate**.

## Dangerous Dogs Act 1991

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

## Section 3: Personal Possessions

(This Section only applies if stated as INSURED in the **certificate**.)

### A Cover

**We** will pay for loss or damage to

(a) **Your personal possessions** (shown in the **certificate**) anywhere in the world.

**We** will NOT pay for loss or damage:

- a. caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or any anything that happens gradually;
- b. from electrical or mechanical faults or breakdown;
- c. for any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **certificate** or the specification(s) attached to the **certificate**;
- d. or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon;
- e. to guns caused by rusting or bursting of barrels;
- f. to sports equipment whilst in use;
- g. to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the **certificate**;
- h. for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision;
- i. computer equipment unless otherwise stated in the specification(s) attached to the **certificate**;
- j. theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked, concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle;
- k. any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms;
- l. for loss or damage to motor vehicles, pedal cycles, caravans, aircraft, watercraft, sail boards or surf boards;
- m. articles used for business or professional purposes unless stated otherwise in the **certificate**.

(b) Loss or damage to **your** pedal cycles anywhere in the world up to a maximum of £500.

**We** will NOT pay for loss or damage:

- a. to tyres, lamps or accessories;  
(However, **we** will pay if the pedal cycle is stolen or damaged at the same time.)
- b. due to wear and tear or any anything that happens gradually;
- c. from mechanical or electrical faults or breakdown;
- d. while the pedal cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes;
- e. theft or attempted theft;  
(However, **we** will pay if the pedal cycle was locked to an immovable object or kept in a locked building.)

### B Exclusions

The following Exclusions apply to this Section.

**We** will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **excess** specified in the **certificate**.

## C Claims Settlement under Section 3

(Please also refer to the Policy Conditions Section of this policy.)

### 1. Limit of Insurance

**We** will not pay more than the **sum insured** shown in the **certificate**.

### 2. Replacement or Repair

If **you** claim for loss or damage to **personal possessions**, **we** will at **our** option repair, replace, reinstate or pay for any article lost or damaged.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes, household linen and pedal cycles.

### 3. Pairs, Sets and Suites

**We** will not pay the cost of replacing or repairing any undamaged **personal possessions** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

### 4. Automatic Re-instatement of Sums Insured

**We** will not reduce the **sum insured** under this Section after **we** have paid a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

### 5. Sum Insured Condition

If **you** are under-insured, which means the cost of replacing or repairing the **personal possessions** at the time of the loss or damage is more than **your sum insured** for the **personal possessions**, then **we** will only pay a proportion of the claim. For example, if **your sum insured** only covers one half of the cost of replacing or repairing the **personal possessions**, **we** will only pay one half of the cost of repair or replacement.

### 6. Proof of Value

If **you** claim for any Specified item in the **certificate** then **you** will need to provide proof of the item's value. Therefore, **we** recommend **you** retain photos, instruction booklets, copies of valuations and receipts for any Specified item noted in the **certificate**.

## Section 4: Family Legal Expenses Insurance

Your certificate will indicate if this section applies to your policy.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **we** act.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use a legal representative of **your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than **(a) Our Standard Advisers' Costs**; or **(b)** the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **maximum amount payable** where:-

- a) The **Insured Event** takes place in the **period of insurance** and within the **territorial limits** and
- b) The **legal action** takes place in the **territorial limits**

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

#### Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

#### Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

#### Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be



remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

## Definitions

**Wherever the following words and phrases appear in the Section 4 of this policy they will always have these meanings:**

### Adviser

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**Our** specialist panel solicitors or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

### Advisers' Costs

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Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

### Conditional Fee Agreement

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An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

### Conflict of Interest

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There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

### Data Protection Legislation

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The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**.

### Disclosure Breach

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Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### Excess

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The amount that **you** must pay towards the cost of any claim as stated below:

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insured Event

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The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

### Insurer

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AmTrust Europe Limited.

### Legal Action(s)

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The pursuit or defence of civil legal cases for damages or injunctions

### Legal Helpline

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The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

### Maximum Amount Payable

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The maximum payable in respect of an **insured event** is stated below:

All sections: £50,000

### Period of Insurance

---

One year from the inception or renewal date shown on **your** insurance certificate.

### Standard Advisers' Costs

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The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

## Territorial Limits

The United Kingdom

## We/Us/Our

**Arc Legal Assistance Limited** who have arranged this insurance and administer it on behalf of the **Insurer**.

## You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **your family** members normally resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

## Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

## A Cover

**The insured is only covered for the specific section of cover as operative in the insurance certificate.**

## Consumer Pursuit

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use. This includes the purchase of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the purchase of <b>your</b> main home, the purchase must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

## Personal Injury

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.</p> <p>If the <b>Legal Action</b> is going to be decided by a court in England or Wales and the damages <b>You</b> are claiming are above the small claims track limit, the <b>Adviser</b> must enter into a <b>Conditional Fee Agreement</b> which waives their own fees if <b>You</b> fail to recover the damages that <b>You</b> are claiming in the <b>Legal Action</b> in full or in part. If the damages <b>You</b> are claiming are below the small claims track limit <b>Advisers' Costs</b> will not be covered but <b>You</b> can access the <b>Legal Helpline</b> for advice on how to take <b>Your</b> case further.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• For stress, psychological or emotional injury</li><li>• For illness, personal injury or death which is caused gradually or is not caused by a specific event</li><li>• Involving a <b>vehicle</b> owned or driven by <b>you</b></li></ul>

## Property Infringement

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to <b>your</b> main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

## Property Damage

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to <b>your</b> main home. The damage must have been caused after <b>you</b> first purchased this insurance.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Consumer Defence

What is insured	What is not insured
<p><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the sale of <b>your</b> main home, the sale must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Telephone Helplines

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### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.  
Simply telephone 0344 770 1040 and quote "Rentguard Family Legal Expenses".

## B General Exclusions

### 1. There is no cover where:

- The **insured event** began to start or had started before **you** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
- Where **you** have other legal expenses insurance cover

### 2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** arising from any private prosecution
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim directly or indirectly arising from:

- Planning law
- Constructing buildings or altering their structure
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your** home
- A manufacturer's warranty or guarantee

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## C Conditions

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing fourteen days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the certificate, or alternative address provided by **you**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

Where **We** have a reasonable suspicion of fraud

- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

### 2. Claims

- You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. **You** can complete and submit **your** claim form online by visiting [www.arlegal.co.uk/informationcentre](http://www.arlegal.co.uk/informationcentre). Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in **excess of our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- The **adviser** will:
  - Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - Keep **us** fully advised of all developments and provide such information as **we** may require.
  - Keep **us** advised of **advisers' costs** incurred.
  - Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - Attempt recovery of costs from third parties.
- In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- The **insurer** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- You** shall supply all information requested by the **adviser** and **us**.
- You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.
- You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

### 3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where **we** both agree, be referred to an arbitrator

who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

#### 4. Prospects of Success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of **money** at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests

#### 5. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

#### 6. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

#### 7. Disclosure

If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:

- a) Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known
- d) Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known.

#### 8. Fraud

In the even of fraud, We:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to You in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us
- d) Will no longer be liable to You in any regard after the fraudulent act.

#### 9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If We believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, We reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## D Customer Services Information

### How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arcllegal.co.uk/informationcentre](http://www.arcllegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

### **Data Protection**

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Legislation.

### **Customer Service**

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**, or before **We** have investigated the complaint if both parties agree.

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615000  
Email: customerservices@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email: complaint.info@financial-ombudsman.org.uk

### **Compensation**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

### **Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

# Policy Conditions

The following Policy Conditions apply to all sections of the policy wording other than Section 4: Family Legal Expenses Insurance.

## 1. Information we need to know about

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

If the information provided by **you** is not complete and accurate:-

- **we** may cancel **your** policy and refuse to pay any claim. or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

## 2. Claims

### Your duties

As soon as **you** are aware of an incident or cause which is likely to lead to a claim under this policy, **you** must:

- (a) contact **us** as soon as reasonably possible and provide all the information and help **we** need;
- (b) tell the police immediately about any property which has been lost, stolen or maliciously damaged and get a crime reference number;
- (c) do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is then returned to You;
- (d) send **us** all correspondence unanswered, including any legal or other documents **you** may receive;
- (e) avoid discussing liability with, or admitting liability to, anyone else without **our** permission.

### Proof of value and ownership

It is **your** responsibility to provide proof of any loss **you** suffer.

Therefore **we** recommend that **you** keep any receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

### Our rights

- a. **we** may:
  - i. take over and defend or settle any claim, or right **you** may have against another person, in **your** name;
  - ii. prosecute (in **your** name for **our** own benefit) any claim for indemnity or damages or otherwise.
- b. **we** have the right to do as **we** see fit in legal action and in settling **your** claim.
- c. **we** have the right to enter any **buildings** where loss or damage has occurred and deal with salvage. However, **you** are not entitled to abandon any property to **us**.

### Sum Insured Limit

For any claim or series of claims involving legal liability covered by this policy, **we** may pay:

- i. up to the **sum insured** shown in this policy wording or in the **certificate** (less any amounts already paid as compensation)
- ii. any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date.

## 3. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you**. **We** may also inform the police or other appropriate authority.

## 4. Other Insurance Policies

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other **insurer** refuses the claim.



## 5. Cancellation

Following the expiry of **your** Statutory 14 day right to cancel (also known as the “cooling-off period”), **you** continue to have the right to cancel **your** policy at any time during its term.

If **you** do cancel **your** policy after the “cooling-off period”, **you** will be entitled to a refund of the premium **you** paid subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** have been on cover.

If **you** wish to cancel **your** policy at any time, please contact **your** insurance adviser.

**We** (or any agent **we** appoint and who acts with **our** specific authority) will cancel this policy by sending **you** 14 days’ notice to **your** last known address. **You** will be entitled to a refund of any premium **you** have paid, less a deduction for the time **you** have been on cover.

This will be calculated in proportion to the period for which **you** have received cover, provided that no claims have been paid or are outstanding during the **period of insurance**.

## 6. Your Duty to Keep to the Policy Conditions

To be covered by this insurance, **you** must keep to the terms and conditions of this policy.

## 7. Arbitration

If **we** have accepted **your** claim but disagree with the amount to be paid, an arbitrator will decide the matter. **You** and **we** must agree on an arbitrator in line with law at the time. If **you** cannot agree **we** have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. **You** must wait for the arbitrator’s decision before **you** can take any legal action against us.

## 8. No Claim Discount

**You** will be entitled to a No Claim Discount if **you** have had a claim free period of more than 1 year.

If **you** make one claim in any **period of insurance**, **your** discount will be reduced in line with the current No Claim Discount scale. If **you** make more than one claim, the No Claim Discount will be reduced to NIL at the next renewal.

## 9. Renewal of the Policy

If **we** are willing to continue providing cover and **your** insurance adviser advises **you** of **our** renewal terms before expiry of **your** existing policy, **you** authorise **your** insurance adviser to renew this insurance, and any subsequent insurance, on expiry in accordance with **our** renewal terms at the time, unless **you** advise **your** insurance adviser otherwise before **your** policy renewal date.

## 10. Your Duty to Prevent Loss or Damage

(a) **You**, and any other person this insurance applies to, must take all reasonable precautions to prevent accidents, loss or damage.

(b) All property insured by this policy must be maintained in good condition.

**Your** policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

# Policy Exclusions

The following Exclusions apply to all sections of the policy wording other than Section 4: Family Legal Expenses Insurance.

**We** will NOT pay for:

### 1. Radioactive Contamination and Nuclear Assemblies

any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2. War Exclusion

any consequence whatsoever which is the direct or indirect result of any of the following,

or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**3. Date Change**

any loss or damage to any computer-related equipment which fails to correctly recognise a date change.

**4. Computer Failure**

loss or damage to any computer related equipment caused by computer failure, computer error or any other malfunction.

**5. Sonic Bangs**

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

**6. Reduction in Value**

any reduction in market value of the property insured following repair or replacement paid for under this policy.

**7. Deception**

any loss or damage suffered by **you** as a result of being deceived into knowingly parting with property unless it is only entry to the **home**.

**8. Confiscation**

any loss or damage caused by confiscation, detention or seizure by

- (a) customs, police or officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

**9. Terrorism**

any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- (a) the use or threat of force and/or violence;  
and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and, or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This paragraph 9 on Terrorism applies only in respect of the **buildings**, extra **accidental damage** cover to **buildings, contents**, extra **accidental damage** cover to **contents** and **personal possessions** sections of this policy.

**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**

## **Rentguard Insurance**

27 Great West Road  
Brentford, London  
TW8 9BW

**Telephone:** 0208 587 1060

**Fax:** 0208 587 1061



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