

Military Kit & Contents

Policy Wording



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Introduction

This policy is a contract of insurance between you and us, and is made up of this booklet and your schedule. It is based on the statements and information you gave your insurance broker or the information that was given on your behalf when you applied for the insurance.

We used that information to assess the cover we would provide for you and to set the premium and policy conditions required for that cover.

A copy of your questions and answers is available from the agent who sold you the policy. You must check this information carefully and let your broker know immediately if any part of the information you gave your broker is wrong or has changed.

Important

You should read this policy, your statement of Fact and your schedule together. Words with specific meanings are defined on Pages 6 and 7 of the policy.

If your needs change, or any of the information on which the contract is based changes, we might need to alter the schedule. Under the policy conditions, you must tell your broker immediately about any changes. We will update the contract every time we agree to an alteration. We will give you a new schedule each time we renew the contract or make an alteration.

We agree to insure you under the terms and conditions set out in this policy and the sections shown in the schedule for loss, damage, injury or liability that happens during the period of insurance. Your schedule advises which sections of this policy apply. There are also some general exclusions on page 19 that apply to the entire contract of insurance.

This policy is subject to you paying the requested premium and keeping to the conditions of the policy herein.

Insurers

Your Military Kit & Contents Insurance is underwritten by the following insurer:-

Fairmead Insurance Limited

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Fairmead Insurance Limited (Register number 202050).

Definitions

Accidental Damage

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

Broker

Shield Protection Services – Shield Protection Services is a trading style of Ideal Home Loans Ltd

Business Equipment

Office equipment including computers, printers, photocopiers and telephone answering machines, all used solely for employment, trade or professional purposes.

Contents

Household goods, valuables and personal property such as furniture and domestic appliances located within the **home**, owned by **you** or for which **you** are legally responsible and used by **you** for **your** own private purposes. This definition excludes temporary issued kit, issued uniforms and kit, and personal possessions.

Credit Cards

Credit cards, charge cards, debit cards, bankers' cards and cash dispenser cards issued to **you** or any member of **your** family.

Excess

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

Home

The private dwelling, married quarters or service accommodation including the garages and outbuildings used for domestic purposes at the premises shown in the **schedule**.

Issued Uniforms and Kit

Uniforms, service equipment, medals and decorations normally worn or carried about the person issued to **you** on permanent or temporary issue for **your** sole personal use and for which **you** are personally responsible and not held for the benefit of others.

Period of Insurance

This **period** shown in the **schedule** for which **we** agree to grant cover.

Personal Money

Cash, bank or currency notes, cheques, traveller's cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

Personal Possessions

Items of a personal nature such as clothing and electronic devices designed to be worn or carried, owned by **you** or for which **you** are legally responsible and used by **you** for **your** own use including jewellery, pedal cycles, sports equipment, mobile telephones, laptops, tablets, ipods, MP3 players and GPS devices, ceremonial swords and contact lenses.

Schedule

The **schedule** is part of this **insurance** and contains details of **you**, the **home**, the sums insured, the **period of insurance** and the sections of this **insurance** which apply.

Temporary Issued Kit

Service uniform, clothing and equipment issued to **you** on temporary charge for **your** sole personal use.

Unoccupied

Insufficiently furnished for normal habitation or has not been lived in for more than 60 consecutive days.

Valuables

Stamp, coin or medal collections, curios, pictures, other works of art, articles of gold, silver or other precious metal, or fur.

We / Us / Our / Insurer

Pen Underwriting or Rentguard Insurance as arrangers and administrators of your policy as the content may require

You / Your

The person named in the **schedule**.

Section 1–Military Kit (in and away from the home)

What is covered	What is not covered
<p>Accidental loss of or accidental damage to Issued Uniforms Kit and Temporary Issued Kit</p>	<ul style="list-style-type: none"> • The policy excess • Loss or damage listed under the general exclusions section • Any individual item exceeding £2,000 unless stated on your schedule • Items held for the benefit of others • Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £2,000 • Loss or damage caused by or in the process of cleaning dyeing washing maintenance repair dismantling restoring or altering • Loss or damage to any property mainly used for business trade profession or employment purpose other than military use • Confiscation by Customs or other officials • Loss of items which have been deliberately left unattended • Loss or damage whilst the home is left unoccupied

Section 2 – Personal Possessions (in and away from the home)

(This Section is Included if shown on the schedule)

What is covered	What is not covered
<p>Accidental loss of or accidental damage to your personal possessions</p>	<ul style="list-style-type: none"> • The policy excess • Loss or damage listed under the general exclusions section • Any individual item exceeding £2,000 unless stated on your schedule • Items held for the benefit of others • Money, credit cards, securities or documents • Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle. The maximum amount payable in respect of any one occurrence shall not exceed £2,000 • Pedal cycles, mobile phones, unless specified in the schedule • Loss or damage caused by or in the process of cleaning dyeing washing maintenance repair dismantling restoring or altering • Loss or damage to any property mainly used for business trade profession or employment purpose other than military use • Confiscation by Customs or other officials • Loss or damage to model aircrafts/ boats/ cars and parachutes whilst in use • Loss or damage to sports racquets, sticks, bats and clubs while in play • Loss of items which have been deliberately left unattended • Loss or damage whilst the home is left unoccupied

Section 3 – Contents in the home

(This Section is Included if shown on the schedule)

What is covered	What is not covered
1. Loss or damage to you , or your family's contents whilst in the home caused by	<ul style="list-style-type: none"> • The policy excess • Loss or damage listed under the general exclusions section • Any amount exceeding the sums insured stated on your schedule
2. Fire, smoke, explosion, lightning, earthquake	Smoke damage arising gradually or out of repeated exposure
3. Storm or flood	Loss or damage by frost
4. Theft or attempted theft (provided there has been forceful and violent entry or exit from the home)	<ul style="list-style-type: none"> • Loss or damage while the home is unoccupied • Loss or damage where property is obtained from you by any person using a form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason • Loss or damage from the home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry to or exit from the home
5. Escape of water from a <ul style="list-style-type: none"> • Fixed water installation; • Drainage installation; • Heating installation; • Washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. 	Loss or damage while the home is unoccupied
6. Escape of oil from a fixed oil-fired heating installation	Loss or damage while the home is unoccupied
7. Malicious damage or vandalism	<ul style="list-style-type: none"> • Loss or damage while the home is unoccupied • Loss or damage by you, or anyone working on behalf of you
8. Riot, civil commotion, strikes, labour and political disturbances	
9. Falling trees or branches;	<ul style="list-style-type: none"> • The cost of removing the fallen tree or branch • Loss or damage caused during tree felling, lopping or topping

What is covered	What is not covered
<p>10. Subsidence, ground heave, or landslip of the site on which the home stands</p>	<ul style="list-style-type: none"> • Loss or damage caused by erosion of any coast or riverbank • Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time • Loss or damage caused by structural repairs, alterations, demolitions or extensions • Loss or damage arising from faulty or defective workmanship, designs or materials • Normal settlement, shrinkage or expansion • Loss or damage that originated prior to the start of this Policy • Loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause • Loss or damage to contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the buildings • The first £1,000 of every claim, unless otherwise specified in the schedule
<p>11. Loss or damage caused by collision or impact by any animal, aircraft, aerial devices, road or rail vehicles including any items dropped from them</p>	
<p>12. Breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings or masts, lamp posts, telegraph poles, electricity pylons, poles or overhead cables</p>	<ul style="list-style-type: none"> • Loss or damage to the items themselves • Loss or damage caused by maintenance to trees • Loss or damage to gates and fences
<p>13. Home entertainment equipment Accidental damage to television sets, radios, compact disc players, record players and tape recorders, video recorders, DVD players, computers (including portable computers and tablets), cable/satellite/digital television receivers, television aerials and satellite dishes.</p>	<ul style="list-style-type: none"> • Damage to records, compact discs, DVDs, cassettes and tapes • Accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> i. Erasure or distortion of data ii. Accidental erasure, mislaying or misfiling of documents or records iii. Viruses • Damage caused by, or in the process of, cleaning, maintenance, repair, dismantling or altering • Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it • Damage to equipment not in or on the home • Mobile phones
<p>14. Mirrors and glass accidental breakage of</p> <ul style="list-style-type: none"> • Mirrors; • Fixed glass in and glass tops of furniture; • Ceramic hobs and ceramic tops of cookers; • Glass oven doors 	<ul style="list-style-type: none"> • Loss or damage while the home is unoccupied • Loss or damage to you or your family's contents while they are not in the home.

What is covered	What is not covered
<p>15. Keys and locks We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> • External doors and windows of the home; • A safe within or an alarm protecting the home following the theft of their keys 	<p>The cost of replacing keys and locks to a garage or outbuilding</p>
<p>16. Domestic heating oil and metered water: We will pay up to £1,000 for any one claim for accidental loss of domestic heating oil and metered water</p>	<p>Loss or damage while the home is unoccupied</p>
<p>17. Contents in the garden We will pay you up to £1,000 for any one claim for loss or damage by causes 1–11, section 3 to contents when in the open within the boundaries of the home.</p>	<p>Loss or damage to:</p> <ol style="list-style-type: none"> Plants and trees Valuables or personal money Business equipment Loss or damage while the home is unoccupied
<p>18. Temporary removal Loss or damage by causes 1-11, section 3 to contents temporarily removed from the home to:</p> <ul style="list-style-type: none"> • Any bank or safe deposit; • Any occupied private dwelling; • Any building where you or your family are working or temporarily living while anywhere in the world. <p>This cover automatically includes student's possessions up to the total sum insured providing the student's permanent address is still at the home.</p>	<ul style="list-style-type: none"> • By theft unless it involves forcible and violent entry to or exit from a building • From a caravan, mobile home or motor home • The maximum amount payable for theft or attempted theft from a room in a school, boarding house, college or university halls of residence accommodation is £2,500 for any one claim.
<p>19. Alternative accommodation While the home cannot be lived in because of loss or damage by causes 1-11, we will pay:</p> <ul style="list-style-type: none"> • Rent payable for which you are legally liable, or • The increased cost of alternative accommodation for you, your family and your domestic pets 	<ul style="list-style-type: none"> • Loss or damage where a valid claim has not been accepted by us under causes 1-11, section 2. • Any amount exceeding 20% of the sum insured for contents for any one claim for a maximum period of 12 months from the date that the property became uninhabitable.
<p>20. Documents We will pay you up to £500 towards any one claim for loss or damage, by causes 1-11, section 3 to documents (other than personal money) whilst:</p> <ul style="list-style-type: none"> • Within the main building of the home, or; • Deposited for safe custody in any bank safe deposit or bank solicitor's strong room anywhere in the world. 	<ul style="list-style-type: none"> • Property more specifically insured by any other insurance • Documents mainly used for business, trade, profession or employment purposes
<p>21. Religious festivals and weddings The contents cover limit is automatically increased by £2000 for gifts and provisions:</p> <ul style="list-style-type: none"> • During the period 30 days before and 30 days after a recognised religious festival; • During the period 30 days before and 30 days after you or your family's wedding 	

What is covered	What is not covered
<p>22. Accidental damage Accidental loss or damage to contents whilst in the home</p>	<ul style="list-style-type: none"> • Any loss or damage specifically excluded under contents causes section 2 • Loss or damage while the home is unoccupied • Accidental damage or loss: <ul style="list-style-type: none"> i. By mechanical or electrical breakdown or failure; ii. Arising from the cost of remaking any film, disc, tape or the value of any information contained on it; iii. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing; iv. By any gradually operating cause; v. To food, drink or plants; vi. To computers or computer equipment; vii. By erasure or distortion of data; viii. By accidental erasure or mislaying or misfiling of documents or records; ix. By viruses; x. By contamination; xi. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming
<p>23. House removal Accidental loss or damage to contents whilst in the course of removal by professional removal contractors/carriers</p>	<p>Accidental loss or damage:</p> <ul style="list-style-type: none"> • By denting, chipping or scratching • By mechanical or electrical breakdown or failure • Caused by insects or vermin • To food, drink or plants • To computers or computer equipment <ul style="list-style-type: none"> i. By erasure or distortion of data ii. By accidental erasure or mislaying or misfiling of documents or records iii. By viruses iv. By contamination • To personal money, jewellery, watches, articles of gold, securities and documents • To china, glass, porcelain, or any other item of earthenware, unless packed by professional removal contractors • Arising from depreciation in value or other loss, damage or additional expense following on from the event for which you are claiming, e.g. costs incurred in preparing the claim or loss of earnings following your • Bodily injury or illness

What is covered	What is not covered
<p>24. Contents in storage Loss or damage to contents owned by you or your Family whilst in store in any</p> <ul style="list-style-type: none"> • Military storage facility; • Furniture depository; • Storage facility under a contract by causes 1 to 10, section 3 of contents cover 	<p>Loss or damage:</p> <ul style="list-style-type: none"> • By theft unless this has involved forcible entry or exit • By smoke damage arising gradually or out of repeated exposure • By frost • By mildew or condensation • To contents in the open
<p>25. Tenants Liability in private rented accommodation We will pay up to 30% of the contents in the home sum insured for accidental damage to landlord's fixtures, fittings and household goods in the home for which you are responsible under a private tenancy agreement.</p>	
<p>26. Visitors' personal effects We will pay any visitor at your request up to £500 towards any one claim, for each visitor, for loss or damage by causes 1-11, section 3 to visitors' personal possessions whilst contained within the home</p>	
<p>27. Business equipment We will pay for damage caused by perils 1-10, Section 3 up to £2,500 for business equipment.</p>	
<p>28. Deep freezer contents We will pay up to £500 for food in a domestic deep freezer in the home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> • From freezers over 10 years from new • The deliberate act of the utility provider

Basis of Claims Settlement

In the event of loss or damage to **your issued uniforms and kit, temporary issued kit, personal possessions** or **contents** in the **home** **we** will replace the damaged items as new, provided that the sum insured is at least equal to the cost of replacing all the contents. At our option, **we** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this policy, our liability will:

- Not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **your** contents, as shown in the **schedule**
- Not exceed the sum insured for **your** contents, as shown in the **schedule**.

It is **your** responsibility to ensure that, at all times the contents sum insured reflects the total cost of replacement as new.

If at the time of any Damage the Sum Insured is less than the cost of reinstatement of such property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

We will not pay for the cost of replacing or repairing any undamaged item(s) of **your** contents which forms part of a pair, set, suite or part of a common design.

We will not reduce the sum insured under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

Section 4 – Personal Money and Credit Cards

(This section is included if **you** have chosen to insure **your** contents or personal possessions and shown on the schedule)

What is covered	What is not covered
Personal Money	<ul style="list-style-type: none"> Any amount exceeding £500 Any accounting errors or omissions Losses not reported to the Police Theft from unattended road vehicles other than from a locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.
Financial loss as a direct result of unauthorised use following loss or theft of any Credit Card provided that you comply with the terms under and conditions of the is suing authority.	<ul style="list-style-type: none"> Any amount exceeding £500 Any accounting errors or omissions Losses not reported to the Police Losses of credit cards not reported to the card issuing company within 24 hours of discovery or as soon as practically possible if deployment at the time of loss prevents this.

Section 5 - Pedal Cycles

(This section is included if shown on the **schedule**)

What is covered	What is not covered
Accidental loss or damage to pedal cycles owned by you or your family up to the sum insured as specified on your schedule .	<ul style="list-style-type: none"> Loss or damage listed under other exclusions Loss or damage while being used for track racing or business purposes Theft while away from the home unless in a building or securely locked to an immovable object Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time The policy excess shown in your schedule. Theft of any pedal cycle exceeding £3000 in value (including component parts and accessories) unless a Sold Secure Gold rated approved lock is place and is securely locked to an immovable object whilst not in use.

Basis of Claims Settlement

In the event of loss or damage to **your** pedal cycle, **we** will replace the damaged pedal cycle, provided that the sum insured is at least equal to the cost of replacing the pedal cycle. At our option, **we** may either pay the cost of replacing the lost or damaged item or pay the cost of repairing the item.

If at the time of any Damage the Sum Insured is less than the cost of reinstatement of such property, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.

Wear and Tear

In settling claims for total loss or damage beyond economic repair there will be no deduction for wear and tear or depreciation except for household linen and clothing (not including military issued uniform and kit).

In respect of any claim made under this policy, our liability will:

- Not exceed the proportion that the sum(s) insured bears to the full cost of replacement of **your** pedal cycle, as shown in the **schedule**
- Not exceed the sum insured for **your** pedal cycle, as shown in the **schedule**.

We will not reduce the sum insured under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage, unless the limit is on a per claim basis.

Section 6 – Liability

What is covered	What is not covered
<p>1. Liability to domestic staff We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £5,000,000 in connection with any one claim or series of claims made against you or your family arising out of anyone event occurring during the period of insurance and rising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands. We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family • Any agreement unless you would have been liable had the agreement not been made • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom • Liability arising from any business or profession • Liability for death of, bodily injury to, or illness or disease of any member of your family • Liability for which compulsory insurance or security is required by any road traffic legislation.
<p>2. Public Liability We will pay up to £2,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you or your family for:</p> <ul style="list-style-type: none"> • Accidental death or illness of, or bodily injury to, any person • Accidental loss of or damage to property that happens within the period of insurance on your schedule. <p>This will also include costs, expenses and legal fees for defending you, if we have agreed this in writing beforehand.</p> <p>This section covers liabilities arising from you occupying your property. Any liability that arises solely from you owning your home, not as occupier of the property, is not covered under this section.</p>	<p>Legal liability to pay compensation or costs arising from the following:</p> <ul style="list-style-type: none"> • Bodily injury or death to any person who is engaged in your service, or is a member of your household • The transmission of any communicable disease or virus • The ownership, possession or use of <ul style="list-style-type: none"> i. Any mechanically propelled vehicle which includes motor cycles, children's motor cycles, children's quad bikes ii. Any drones or model aircraft iii. Hoverboards, airboards, self-balancing boards or scooters iv. Watercraft which includes sailboards and windsurfers, aircraft, caravans and trailers v. An animal of dangerous species or special controlled dog (as defined in the Animals Act 1971 or any other legislation, including subsequent legislation of similar intent if applicable) vi. Horses, ponies, donkeys or mules • Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man • Any claim where you are entitled to the indemnity under any other insurance • Any cost or expense not agreed by us in writing • Damage to property belonging to or your domestic staff • Death, illness, injury, loss or damage caused by: <ul style="list-style-type: none"> i. You owning or occupying any land or building except your home or temporary holiday accommodation ii. Any business iii. An agreement, unless that liability would have existed anyway.

What is covered	What is not covered
<p>3. Tenants Liability - Licence to Occupy We will pay up to a maximum of £20,000 for any one claim arising from:</p> <ul style="list-style-type: none"> • Fire, lightning, explosion, earthquake, smoke, flood or storm • Theft or attempted theft • Escape of water or oil • Malicious damage • Riot, civil commotion, strikes, labour and political disturbances • Falling trees or branches • Subsidence, ground heave or landslip • Collision or impact • Breakage or collapse of: <ul style="list-style-type: none"> i. Satellite dishes ii. TV or radio aerials iii. Aerial fittings or masts iv. Lamp posts, telegraph poles, electricity pylons, poles or overhead cables <p>For any amount that you or your family become liable to pay as the Licensee of</p> <ul style="list-style-type: none"> • Service Family Accommodation (SFA) • Substitute Service Family Accommodation (SSFA) • Single Living Accommodation (SLA) • Mess Accommodation or equivalent accommodation. 	<p>Loss or damage:</p> <ul style="list-style-type: none"> • To interior decorations unless damage is caused by fire or flood • Charges in relation to cleaning • Loss or damage to gates, hedges and fences • Exclusions under causes 1-11, as noted in section 3

General Conditions

1. DUTY OF CARE

You and any other person to whom this **insurance** applies shall take all precautions to prevent accidents, loss or damage and all property insured under this policy shall be maintained in good condition.

2. FRAUD

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

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- Fails to reveal or hides a fact likely to influence the cover **we** provide;
- Makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- Sends us or any one acting on our behalf a document, knowing the document to be forged or false;
- Makes a claim under the policy, knowing the claim to be false or fraudulent in anyway; or
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in anyway dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

3. ELIGIBILITY

In order to be eligible for this **insurance** **you** must be a member of the HM Forces, a Reservist, or an employee of an affiliate MoD organisation.

4. OTHER Insurance

If **you** have any other **insurance** which covers the same loss, damage or liability, **we** will only pay our share of any claim.

5. CONSUMER Insurance ACT 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- Supply accurate and complete answers to all the questions **your broker** may ask as part of **your** application for cover under the policy
- To make sure that all information supplied as part of **your** application for cover is true and correct
- Tell **your broker** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **your broker** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

6. CHANGES IN CIRCUMSTANCES

You must notify **your broker** immediately of any change in circumstance and in particular:

- Change of address
- If anyone other **your** family is residing in **your home**
- If **your home** will be **unoccupied** for more than 60 days
- If **your home** will be used for anything other than residential purposes
- If **you** cease to be a member of the HM Forces, a Reservist, or an employee of an affiliate MoD organisation
- If **your** sums insured are not sufficient enough to cover all **your** contents within the **home**.

7. INDEX - LINKING

The sums insured shown in the **schedule** under section 1 Military Kit and Personal Possessions (other than in respect of specified items), and section 2 contents in the **home** will be adjusted at monthly intervals and amended annually on the anniversary of the date the policy was first taken out. The sums insured will be amended using the Consumer Durables section of the Retail Price Index or an alternative similar index. If the index value shows a reduction the sums insured will remain unchanged.

The amended sums insured and premium will be shown on a revised **schedule** that will be issued on the anniversary of **your** policy.

8. CANCELLATION

If **you** decide that for any reason, this policy does not meet **your insurance** needs then please return it to **your broker** within 14 days from the day of purchase, or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **your broker** will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days **you** will be entitled to a pro-rata return of premium providing no claims have been made or are pending.

We shall not be bound to accept renewal of any **insurance** and may at any time cancel any **insurance** document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- **You** have not taken reasonable care to provide complete and accurate answers to the questions **your broker** ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your broker** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

General Exclusions

We will not pay for:

1. SONIC BANGS

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

2. CHEMICAL AND BIOLOGICAL

Loss, Damage, Loss of Rent or legal liability arising, directly or indirectly, from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind chemical and/or biological and/or radiological irritants, contaminants or pollutants.

3. CYBER ATTACK

Loss, Damage, Loss of Rent or loss or legal liability directly or indirectly caused by or contributed to or arising from the use or operation of any computer, computer systems, computer software, programme, malicious code, computer virus or process or any other electronic system, as a means for inflicting Injury, Loss, or Damage.

4. ELECTRONIC DATA

Loss, Damage, or legal liability arising, directly or indirectly, from Damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Virus or Similar Mechanism or Hacking or Denial of Service Attack) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless any such loss or damage results from a Defined Peril and is not otherwise excluded.

5. MOULD AND FUNGUS

Loss, Damage or legal liability arising, directly or indirectly, from Pathogenic Organisms or any form of bacterial contamination.

Nationalisation and confiscation

Loss, Damage or legal liability arising, directly or indirectly, from loss or destruction of or Damage to any property or any consequential loss caused by or contributed to confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority.

6. NORTHERN IRELAND

Loss, Damage or legal liability arising, directly or indirectly, from Damage to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- Civil commotion;
- Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any Unlawful Association;

In any action, suit or other proceedings where the Insurer allege that by reason of this exclusion any loss, destruction or Damage or loss resulting from such loss, destruction or Damage is not covered by this Insurance (or is covered only up to a Limit of Liability as specified in the Schedule) the burden of proving such loss, destruction or Damage or loss resulting from such loss, destruction or Damage is covered (or is covered beyond that Limit of Liability) shall be upon the Insured

7. PUNITIVE AND EXEMPLARY DAMAGES

For any fines or damages for breach of contract or any penalties of whatsoever nature

8. WAR RISKS

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

9. TERRORISM

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

10. RADIOACTIVE CONTAMINATION

Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

11. POLLUTION /CONTAMINATION

Loss damage liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident
- Leakage of oil from a domestic oil installation at **your home**.

12. GRADUAL DETERIORATION

Loss or damage as a result of rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

13. DELIBERATE ACT

Any loss or damage caused or allowed to be caused deliberately wilfully maliciously illegally or unlawfully by **you** or **your** family, or anyone lawfully in the **home**.

14. EXISTING DAMAGE

Loss or damage occurring prior to the commencement of **your insurance** policy.

15. DOMESTIC PETS

Loss or damage caused by domestic pets, insects or vermin.

Making a Claim

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact us straight away by calling the claims helpline on:

New Claims

The Affinity Claims Team
PO BOX 1291
Preston
PR2 0QJ
Tel: 0330 102 6796
Email: prestonnewclaims@davies-group.com

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **your** name, address, and **your** home and mobile telephone numbers
- policy/Certificate number
- the date of the incident
- police details / Crime Reference number where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known

Claims Procedures & Conditions

On receipt of a notification of a claim, **we** may do the following:

- Enter any building following loss or damage
- Negotiate, defend or settle any claim made against **you**
- Prosecute in **your** name for our benefit, any other person in respect of any claim **we** may have to pay
- Appoint a loss adjuster to handle the claim on our behalf
- Arrange to repair the damage to the Building and/or any other property or item and handle any salvage appropriately.

Our Complaints Procedure

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

If you have any questions or concerns about your insurance or the handling of a claim, you should contact:

Policy Enquiries

Rentguard Insurance
27 Great West Road
Brentford
London
TW8 9BW
Tel: 0208 587 1060
Email: info@rentguard.co.uk

Claims Enquiries

The Affinity Claims Team
PO BOX 1291
Preston
PR2 0QJ
Tel: 0330 102 6796
Email: prestonclaims@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT
Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 (free from standard line, mobiles may be charged)
0300 123 9123 (same rate as 01 and 02 numbers on mobile tariffs)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer a complaint to the Financial Ombudsman Service.

Your right to take legal action against us is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

General Data Protection Regulation 2016/679

Rentguard Insurance 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.rentguard.co.uk/policy/>. 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.

Claims & Underwriting Exchange Register

We may use **your** personal information to prevent crime. In order to prevent crime **we** may: share it with operators of registers available to the **insurance** industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your insurance** policy and any incident (such as an accident, theft or loss) to the operators of these registers.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

