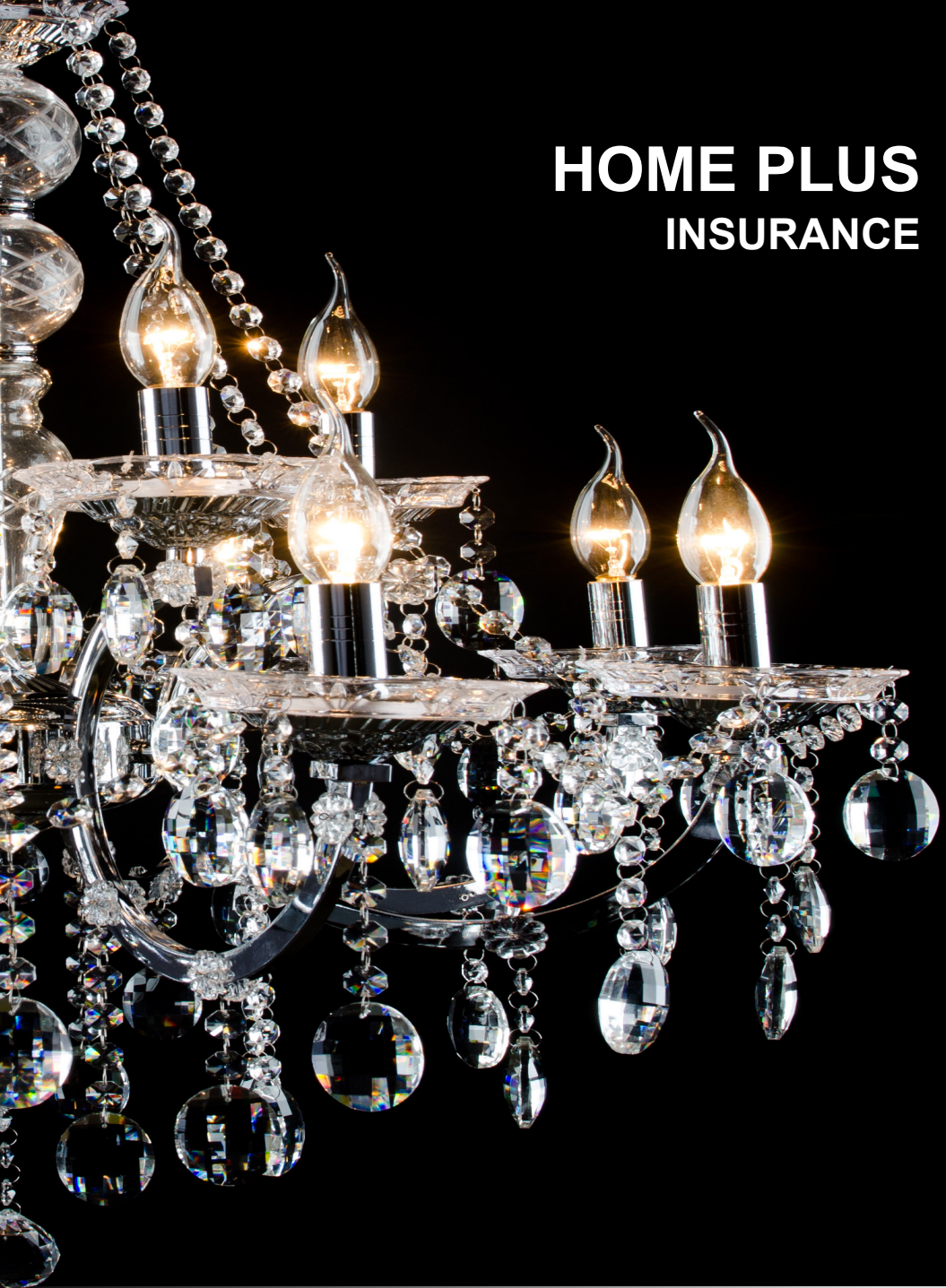


HOME PLUS INSURANCE



RENTGUARD
INSURANCE



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Welcome

Thank **you** for choosing Home Plus Insurance to protect **your** property.

We want to help **you** understand **your** Home Plus Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents together in a safe place.

This policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Home Plus Insurance Policy Document is split into 6 Sections. Not all Sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later written notices sent to **you** by **your** Broker. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole

When drawing up this contract **we** have relied on the information and statements you have provided in **your** application or subsequent renewals.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

Important Information about your Policy

Sections One to Four, **buildings, household contents, fine art and antiques** and **valuables**, employees liability for **domestic employee(s)** and liability to others are underwritten by a consortium of leading insurers, Fairmead Insurance Limited.

Section Five, Family Legal Protection is underwritten by AmTrustEurope Limited, through Arc Legal.

Several Liability Notice

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

The Law applicable to this insurance

Under the laws of the United Kingdom both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

Your total peace of mind

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Tel: 0800 678 1100 or 020 7741 4100
www.fscs.org.uk

Things we need to tell you about

The Insurers or Service Providers – Sections One to Four

Sections One to Four are 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).

Our Agreement with you

This policy is a legal contract between **you** and **us**.

When **you** take out, amend, or renew **your** policy, **we** will ask various questions that are relevant to **us** accepting the risk of insurance, and on what terms. When **you** answer those questions, **you** are required to take care not to misrepresent any information and to give **us** all of the information **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted and **we** may be entitled to reject payment of a claim or payment could be reduced.

In certain circumstances **your** policy might be invalid and you may not be entitled to a refund of premium.

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

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your Broker** immediately.

Our use of language

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

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://rentguard.co.uk/legal/privacy-policy.html> . 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.

Definitions

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Bodily Injury

Bodily injury includes death or disease.

Broker

The intermediary who arranged this insurance on **your** behalf.

Buildings

The **buildings** used for domestic purposes, situated at the address or addresses shown in your schedule which are owned by you, or for which you have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings
- decorative finishes;
- permanent fixtures and fittings;
- domestic fixed fuel tanks;
- garden walls, fences, gates, paths and drives;
- hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes, cables, sewers, drains and drain inspection covers

Credit Cards

Credit, charge, cheque, bankers or cash dispensing cards.

Domestic Employee (s)

Any person employed by **you** under a contract of service which is solely for private domestic duties. **Domestic employee(s)** does not include any employee involved in demolition, alterations, extensions or renovations to any part of the **insured premises**.

Endorsement

A written variation to the terms and/or conditions of this insurance.

Excess

The amount shown in the **schedule** or **endorsement you** have to bear in respect of certain claims covered by this insurance.

Fine Art and Antiques

All items of an antique nature or of artistic merit, including but not limited to furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statuary, stamps, coins and medals, all forming part of a collection.

Fine art and antiques does not include **valuables**.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The private dwelling(s) at the address(es) shown on **your schedule** and its outbuildings all used for domestic purposes only.

Household Contents

The household goods and personal belongings of **your home** all of which belong to **you** or for which **you** have a legal responsibility, including:

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;
- tenants fixtures and fittings and interior decorations;
- garden machinery, tools and implements;
- **office equipment**;
- **outdoor items**;
- sports equipment;
- saddlery and tack;
- **fine art and antiques**;
- **valuables** up to £7,500 in total
- **Household contents** excludes:
 - motor vehicles other than those defined under **land vehicles**;
 - any boat or vessel designed for use on water other than those defined under **watercraft**;
 - caravans and aircraft and any parts or accessories thereof;
 - any part of the **buildings**;
 - any living creature;
 - any items held or used in connection with any business, other than as defined under **office equipment**

Insured Premises

The private dwelling(s) at the address(es) stated in the **schedule** and the land within the boundaries belonging to it/them.

Land Vehicles

Any of the following which are owned by you, or for which you have a legal responsibility:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- quad bikes;
- model or toy vehicles;
- segways;
- golf buggies;
- vehicles specifically designed to assist the disabled

Landslip

Downward movement of sloping ground.

Money

Any of the following belonging to you or in connection with your business:

- current legal tender, cheques, postal and money orders;
- postage stamps not forming part of a stamp collection;
- savings stamps, savings certificates and travellers cheques;
- premium bonds and gift tokens;
- travel and other tickets with a fixed monetary value

Office Equipment

Office equipment includes any of the following used in conjunction with **your** business at the home, which belong to **you** or for which **you** have a legal responsibility:

- furniture;
- computers (including keyboards and monitors);
- printers;
- fax machines and modems;
- photocopiers and typewriters;
- phone equipment;
- business stock
- money**

Office equipment does not include:

- the cost of reconstituting any lost or damaged data;

Outdoor Items

Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items

Period of Insurance

The period shown in the schedule and any further period for which you have paid or agreed to pay and we have accepted or have agreed to accept the premium.

Rentguard Insurance

The arrangers and administrators of your policy.

Schedule

The schedule forms part of this insurance and shows details of the insured, the insured premises, the period of insurance, the sections of this insurance that apply and the sums insured or limits of liability.

Settlement

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

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Sums Insured / Limits of Liability

The maximum amounts **we** will pay as shown in the **schedule**. Unless otherwise stated, the amounts apply to each incidence of loss and will be available again in full to meet further loss or damage.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

If the **insured premises** have not been lived in overnight for more than 60 days or are not sufficiently furnished for normal living purposes

Valuables

Any of the following which are owned by **you** or for which **you** have legal responsibility:

- jewellery;
- watches;
- furs;
- guns

Watercraft

Any of the following which are owned by **you**, or for which **you** have a legal responsibility:

- sailboards
- surfboards
- dinghies
- hand-propelled boats of less than 16 feet or 4.8 metres in length
- motorised boats or vessels with an engine of 25 horsepower or less

We / Us / Our

The Insurer(s) stated in the schedule.

You / Your / Insured

The person or persons named in the schedule and all members of your family who permanently live in the home, including any resident domestic employee(s) employed by you.

Our Service Commitment to You

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	Claims Enquiries
Rentguard Insurance 27 Great West Road Brentford London TW8 9BW Tel: 020 8587 1060 Email: info@rentguard.co.uk	The Claims Team Ryan Direct Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062 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.

Cancelling this Policy

Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your broker** within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance, whichever is the latter

Providing no claim has been made **we** will refund **your** premium in full.

Outside of the Cooling-off Period

If you wish to cancel your policy after 14 days you can do so at any time by contacting your broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis subject to a minimum of 6 months retained premium, providing no claims have been made we will refund your premium in full.

On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Our right to cancel this Policy

We can cancel **your** policy by giving you 30 days written notice at your last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- non-cooperation or failure to supply any information or documentation **we** request;
- **we** establish that **you** have provided **us** with incorrect information;
- failure to take care of the property insured;
- **you** breach any terms and conditions of **your** policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If we cancel the policy we will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

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

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your Broker** may impose a charge. Please contact **your Broker** for further information

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make 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: 03301 026 796 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
- names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations

If **we** appoint an authorised repairer the benefits for **you** are:

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items:
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work

Section Five - Family Legal Expenses Insurance

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 0844 770 1040 and quote " Rentguard Family Legal Expenses".

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

Applicable to Sections One to Four of this insurance

These are the claims terms and conditions which **you** and **your** family will need to keep to as **your** part of the contract. If **you** do not a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases there are other people **you** must contact first:

- if **you** or **your** family are the victim of malicious damage, vandalism, riot, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number, tell **us** as soon as **you** can
- for all other claims **you** must notify **us** as soon as possible, giving full details of what has happened
- **you** must provide **us** with details of what has happened as soon as **you** can
- if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered
- **you** must not admit liability, or offer or agree to settle any claim without **our** written permission
- **you** must take care to limit any loss, damage or liability
- **you** must retain ownership of your property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy in force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

Large Loss Excess Waiver

In the event of a claim for loss or damage covered by this insurance exceeding £30,000, the **excess** shown in **your schedule** will not apply. This Large Loss **Excess** Waiver does not apply to any **subsidence excess** and/or any additional increased **excess(es)** shown in **your schedule**.

General Conditions

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

Each **home** included under this insurance is considered to be covered as if separately insured.

Take Care

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

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- **buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements,

Please note that the rebuilding cost of **your home** may be different from its market value.

- **household** contents should be insured for the full cost of replacement as new
- **fine art and antiques** should be insured for the current market value
- **valuables** should be insured for the current replacement value

Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently;
- someone other than **your** family is going to live in **your home**;
- **your** home is going to be used for short periods each week or as a holiday home;
- **your** home is going to be **unoccupied**;
- work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value of over £75,000;

- **you** or any member of **your** family has received a conviction for any offence except for driving;
- any increase in the value of **your household contents** or the rebuilding cost of **your buildings**;
- any part of **your home** is going to be used for any trade, professional or business purposes;
There is no need to tell **us** about trade, professional or business use if:
 - i. the trade, professional or business use is only clerical; and
 - ii. there are no staff employed to work from the **home**; and
 - iii. there are no visitors to the **home** in connection with the trade, profession or business; and
 - iv. there is no business **money** or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether 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 a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission

Fraud

You must not act in a fraudulent manner, if **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

General Exclusions

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

2. War Exclusion

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

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring outside of the **period of insurance**;
- caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- when caused by oil or water escaping from a fixed oil or fixed water installation, or
- when caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- reported to us not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

6. Electronic Data Exclusion

We will not pay for:

- a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:

- computer viruses, erasure or corruption of electronic data,
- the failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly included within this insurance

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear and Gradually Operating Causes

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, mould or infestation;
- Moths, insects, vermin or infestation;
- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm, frost or fire
- The process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** we may cancel this policy immediately by giving **you** written notice at **your** last known address. If we cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14. Mechanical or Electrical Faults

We will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

15. Unoccupied Homes

We will not pay for the following while your **home** is **unoccupied**:

- escape of water from or frost damage to fixed water tanks, apparatus or pipes, during the period 1st November to 28th February unless you comply with one of the following:
 - i. where the entire **home** has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit; or
 - ii. all water supplies to the **home** are turned off at the mains and the entire water system is drained of all the water
- theft or attempted theft, vandalism or malicious damage unless **we** agree cover;
- accidental breakage, spillage, staining, scratching or denting;
- escape of oil from any fixed heating installation or any domestic appliance;
- loss of metered water

16. Building Works

We will not pay for any loss or damage resulting from any work to **your home**, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £75,000, unless the work has been agreed by **us**.

Section One – Buildings

The Cover

Cover for **buildings** applies only if it is shown as included in **your** policy **schedule**

This section covers the **buildings** belonging to **you** or for which **you** are legally liable, situated at the **insured premises**, against loss or damage, other than as excluded under either this section or the general exclusions.

Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings**. If **you** have an up-to-date survey of the buildings, **we** will pay the full cost of rebuilding or repairing the damage, even if this is more than the **sum insured**, except for **buildings** that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **period of insurance** and must have been authorised by **us**.

We will make a deduction for wear, tear or betterment if the **buildings** have not been maintained in a good state of repair.

Index-linking

The **sum insured** for **buildings** will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

For **your** protection, should the index fall below zero **we** will not reduce the **sum insured**.

Your Sum Insured

We will not reduce the amount insured under section one after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

Specific Extensions

This section also covers:

1. Alternative Accommodation

The costs of alternative accommodation incurred by **you** and **your** domestic pets while **your home** cannot be lived in, due to loss or damage covered by this insurance, but not for a period of more than 36 months.

2. Building Works

We will pay for loss or damage to the **buildings** whilst works are being carried out to **your home** which are not routine repair, maintenance or decoration, up to a contract value of £75,000. **We** will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by **you** and kept at the **insured premises**.

3. Damage Caused by Domestic Pets

We will pay up to £2,500 in any one **period of insurance** in respect of damage to the buildings caused by **your** domestic pets due to chewing, scratching, tearing or fouling. The most **we** will pay under section one – **buildings** and section two – **household contents, fine art and antiques and valuables** combined is £2,500.

4. Damage Occurring During the Sale of the Insured Premises

Loss or damage covered by this insurance for the purchaser of the **insured premises**, from the time of the exchange of contracts, or if in Scotland from the date **you** accept the offer of purchase, until the sale is completed or the **period of insurance** ends, whichever is sooner.

5. Emergency Access

We will pay for loss or damage to the **buildings** as a direct result of forcible entry to **your home** to attend a medical emergency or to prevent damage to **your home**.

6. Emergency Preventative Measures

We will pay up to £2,500 in any one **period of insurance** for costs incurred by **you** in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by storm or flood.

7. Fees, Expenses and Debris Removal

We will pay for the following expenses incurred with our prior written consent:

- fees to architects, surveyors and consulting engineers;
- the cost of clearing the site and making the **buildings** safe; and
- the cost of doing anything required by any Government or Local Authority, unless **you** received a notice before the loss or damage happened, and provided that the **buildings** were originally built according to any Government and Local Authority regulations in force at that time.

8. Forced Evacuation

If **you** are denied access to **your insured premises** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, reimburse you for the cost of necessary and comparable alternative accommodation incurred by you, or any loss of rent due to you, but not for more than a period of 15 days.

9. Garden Cover

The costs of restoring **your** garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £10,000 for any one claim. **We** will only pay up to £1,000 for replacing any one tree, shrub or plant.

10. Locating the source of a leak

The costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings, up to £20,000 in total during the **period of insurance**.

11. Removing trees from vehicular access

The costs of removing tree(s) that have fallen across the main vehicular access to the **insured premises**, **we** will only pay up to £2,500 for any one claim.

12. Replacement Locks

The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

Your excess does not apply to this specific extension.

Specific Exclusions

We will not pay for:

1. The **excess** stated in **your schedule**
2. Loss or damage caused by storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the private dwelling is also affected at the same time by the same event
3. Loss or damage caused by storm, flood, escape of water from or frost damage to domestic fixed fuel tanks
4. The cost of general maintenance and decoration
5. Loss or damage caused by or resulting from warping or shrinkage
6. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:
 - a. to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;
 - b. to solid floors unless the walls of the **home** are affected 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 a guarantee or by law;
 - e. caused by river or coastal erosion;
 - f. whilst the **buildings** are undergoing any structural repairs, alterations or extensions; or
 - g. **settlement** of the **buildings**
7. The cost of clearing blocked sewer pipes, drains, pipes or underground tanks

Section Two – Household Contents, Fine Art and Antiques and Valuables

The Cover

Cover for **household contents, fine art and antiques** and **valuables** applies only if they are shown as included in **your** policy **schedule**.

This section covers the **household contents, fine art and antiques**, and **valuables** belonging to **you** or for which **you** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the **insured premises** or anywhere in the world.

Basis of Valuation/Settlement of loss and/or damage

1. In respect of **household contents**

In the event of loss or damage covered by this insurance, **we** will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of a partial loss covered by this insurance **we** will pay for the cost of restoration or repair.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the specific limits shown below.

2. In respect of **fine art and antiques** and **valuables**

In the event of loss or damage covered by this insurance we will pay:

a. For unspecified items:

Up to the specific limit of any items, pair or set of items at the time of such loss or damage

b. For specified items:

Up to the value agreed by **us** and as stated in the **schedule** for each item, pair or set of items individually listed in the valuation or private inventory

In the event of a partial loss covered by this insurance **we** will pay the cost of restoring or repairing the item to its condition immediately before the insured event plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, **we** will pay the full replacement cost of the pair or set of items, provided **you** surrender the undamaged part(s) of the pair or set of items to **us**.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the specific limits shown below.

Your Sum Insured

We will not reduce the amount insured under section one after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

21. Pedal Cycles

We will not pay for theft of pedal cycles with an individual value in excess of £5,000 unless:

- whilst at the **insured premises** the cycles are kept in a securely locked building
- whilst away from the **insured premises** the cycles are secured to an immovable object or building with an adequate security device put into full and effective use and between the hours of 23.00 and 06.00 the cycles are to be kept in and securely chained to a locked garage or private dwelling of standard construction.

For the purpose of this extension only “adequate security device” means a lock which is classed as at least Gold Rated by the Master Locksmiths Association (MLA).

22. Replacement locks

The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

Your excess does not apply to this extension

23. Reward

We will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

We will not pay any reward where **you** or the Police would benefit from such payment.

24. Stamp, Coin and Medal Collections

For stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.

25. Storage

Loss or damage to **household contents, fine art and antiques** and **valuables** permanently kept in a commercial storage facility during the **period of insurance** caused by any of the following perils:

- Fire, lightning, explosion, earthquake or smoke;
- storm, flood or weight of snow;
- escape of water from fixed water apparatus, pipes or tanks;
- theft or attempted theft accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism

We will not pay for more than 25% of **your household contents, fine art and antiques** and **valuables sum insured**

26. Students Possessions

We will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of **your** family whilst away from the **insured premises** and attending school, university or college.

We will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles

We will not pay for theft or attempted theft of students possessions away from the **insured premises** unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

Specific Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

Fine art and antiques

£25,000 for any one item, pair or set of items

Land vehicles

£5,000 for any one claim

Office equipment

£20,000 for any one claim, with a maximum of £10,000 for business stock

Outdoor items

£25,000 for any one claim

Personal documents

For title deeds and other personal documents up to £10,000 for any one claim

Theft from unattended vehicles

£10,000 for any one claim

Valuables

£10,000 for any one item, pair or set of items

Watercraft including their furnishings, equipment and outboard motors

£5,000 for any one claim

Wine

£25,000 for any one claim

Index-linking

The **sum insured** for **household contents** will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

For **your** protection, should the index fall below zero **we** will not reduce the **sum insured**.

Fine art and antiques and **valuables** will not be index linked. **You** must ensure that the **sums insured** shown in **your schedule** are adequate.

Specific Extensions

This section also covers:

1. Additions and substitutions

This Section also automatically extends to include any additions or substitutions to the household contents, fine art and antiques and valuables insured during the period of insurance subject to our liability not exceeding an additional 20% of the sum insured stated in the schedule for this section, solely as a result of these additions or substitutions. This extension shall only apply when you declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by us is paid.

2. Alternative Accommodation

The costs of alternative accommodation incurred by you and your domestic pets, while the home cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months.

3. Alternative electricity generating supply cover

We will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the **insured premises** for:

- the amount of revenue which is lost that **you** would have received from selling back surplus electricity, under contract, to a recognised electricity distributor;
- the additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the **insured premises**. **You** will have to demonstrate the amount of electricity historically produced by generating equipment installed at the **insured premises**.

The maximum amount payable in respect of any one incident and in any one **period of insurance** is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.

We will not pay for loss or damage:

- that **we** specifically exclude elsewhere in this insurance;
- while the **insured premises** are being altered, repaired or extended;
- while the solar panels or wind turbines are being installed, moved or serviced;
- caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration;
- arising from faulty design, specification, workmanship or materials;
- caused by mechanical or electrical faults or breakdown;
- while the **insured premises** are lent, let or sublet

4. Computer Software

The cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.

5. Credit Cards

For loss for which **you** are responsible, up to £10,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any **credit card**, together with all costs and expenses incurred with **our** prior written consent arising before the **credit card** organisation received notification of the loss, provided that you comply with all the terms and conditions under which the **credit card** was issued. **We** will not pay for losses not reported to the police and issuer of the **credit card** within 24 hours of discovery. Where **you** have reported **your credit card(s)** for unauthorized or fraudulent use, in most circumstances **you** will only be liable for the first £50 of the claim

6. Damage Caused by Domestic Pets

We will pay up to £2,500 in any one **period of insurance** in respect of damage caused by your domestic pets due to chewing, scratching, tearing or fouling. The most **we** will pay under section one – **buildings** and section two – **household contents, fine art and antiques** and **valuables** combined is £2,500.

7. Death of an Artist

We will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist. **We** will not pay for:

- more than 200% of any one piece of art subject to a maximum of £50,000 in total;
- any claim where the artist's death occurs more than 6 months after the date of loss or damage;
- any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **you** cannot prove the increased value of any piece of art

8. Defective Title

We will pay **you** the purchase price of an item individually listed in **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required, by law, to return it to its rightful owner.

We will not pay:

- more than 110% of the total **sum insured** for **fine art and antiques** or £50,000, whichever is the less;
- if **you** do not notify us within the **period of insurance**; or
- if the item was inherited or given to **you** as a gift

9. Fatal Injury and acquired disability

Fatal injury to **you**, happening at the **insured premises**, caused by outward and visible violence by burglars or by fire, for the following amounts:

- £50,000 if such injury results in **your** death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.

The maximum **we** will pay for any one incident is £100,000.

We will not pay for injury to or death of of any **domestic employee**.

10. Freezer Contents

Freezer contents against loss or damage whilst at the home, including damage caused by a rise or fall in temperature. **We** will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.

Your excess does not apply to this extension

11. Gap Year Students

For possessions of student members of **your** family under the age of 26 who would normally reside at the **home** but who are travelling outside of the **United Kingdom** between university or college term years. **We** will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- more than £7,000 for any one claim
- for theft from unattended vehicles

12. Gifts and Presents

Wedding, birthday, anniversary and religious festival gifts purchased by **you** but not yet given to third parties and similar items purchased for **you** and kept in the **home**. This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. **We** will pay up to £1,000 for any single item and £10,000 for any one claim.

13. Hire of Replacement Golf Clubs Overseas

Following loss or damage to **your** golf clubs, or any that **you** have hired or borrowed, whilst outside of the **United Kingdom**, we will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to **us** in the event of a claim.

14. Hole in One

In the event of a Hole in One being achieved by **you** in an official golf club competition **we** will pay up to £500. **Your** scorecard and certification from **your** club or match secretary must be submitted to **us** in the event of a claim.

15. Loss of Oil, Metered Water or LPG

We will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at **your home** during the **period of insurance**.

We will pay up to £5,000 for the cost of liquid petroleum gas (LPG) lost from fixed domestic heating installations at **your home** during the **period of insurance**.

16. Loss of Rent Payable

Rent which **you** have to pay as a lessee or tenant of the **insured premises** while the **home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. **We** will not pay for any loss of rent if **we** have already paid a claim as a result of the same loss or damage under this section for alternative accommodation.

17. Marquees

For loss or damage to marquees that **you** have hired for up to 7 days, **we** will not pay more than £50,000 for any one claim.

18. Memorial Stones

We will pay up to £2,500 in any one **period of insurance** in respect of malicious damage or theft of the memorial stone commemoration of **your** parents, grandparents, spouse, domestic partner or children, subject to:

- the Memorial stone being in a good state of repair prior to the loss or damage;
- the Memorial stone being located in the **United Kingdom**

19. Money

We will pay up to £2,500 for any one claim. **We** will not pay for:

- loss of value, confiscation or shortage due to **your** error or omission;
- more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box;
- **money** left in an unattended vehicle; or
- losses not reported to the police within 24 hours of discovery

20. Moving Home

Loss or damage to **your household contents, fine art and antiques** and **valuables**, during removal, transit and storage to **your** new permanent residence within the **United Kingdom** by professional removal contractors. **We** will not pay for loss or damage whilst in storage for more than 15 days.

21. Pedal Cycles

We will not pay for theft of pedal cycles with an individual value in excess of £5,000 unless:

- whilst at the **insured premises** the cycles are kept in a securely locked building
- whilst away from the **insured premises** the cycles are secured to an immovable object or building with an adequate security device put into full and effective use and between the hours of 23.00 and 06.00 the cycles are to be kept in and securely chained to a locked garage or private dwelling of standard construction.

For the purpose of this extension only “adequate security device” means a lock which is classed as at least Gold Rated by the Master Locksmiths Association (MLA).

22. Replacement locks

The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

Your excess does not apply to this extension

23. Reward

We will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

We will not pay any reward where **you** or the Police would benefit from such payment.

24. Stamp, Coin and Medal Collections

For stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.

25. Storage

Loss or damage to **household contents, fine art and antiques** and **valuables** permanently kept in a commercial storage facility during the **period of insurance** caused by any of the following perils:

- Fire, lightning, explosion, earthquake or smoke;
- storm, flood or weight of snow;
- escape of water from fixed water apparatus, pipes or tanks;
- theft or attempted theft accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism

We will not pay for more than 25% of **your household contents, fine art and antiques** and **valuables sum insured**

26. Students Possessions

We will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of **your** family whilst away from the **insured premises** and attending school, university or college.

We will not pay:

- for loss or damage to pedal cycles
- more than £1,500 for any other single item
- for theft from unattended vehicles

We will not pay for theft or attempted theft of students possessions away from the **insured premises** unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

27. Your Legal Liability as a Tenant for Accidental Damage

Accidental damage to mirrors, glass tops and fixed glass in furniture and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the **buildings** at the **insured premises** for which you are legally responsible as a tenant and are not otherwise insured.

28. Your Legal Liability as a Tenant for Damage to the Buildings

Your legal liability as a tenant, for loss or damage to the **buildings**, covered by this insurance. This extension excludes any liability:

- For loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings;
- For loss or damage arising from **subsidence, heave or landslip**;
- For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
- While the **home** is **unoccupied**.

29. Visitors and Domestic Employees Personal Effects

Personal possessions belonging to **your** visitors or **domestic employees**, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against loss or damage whilst at the **home**.

We will not pay for **money, credit cards** and valuables belonging to **your** visitors or **domestic employees** or items covered under another insurance policy.

Specific Exclusions

We will not pay for:

1. The **excess** stated in **your schedule**
2. Loss or damage **to** any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.
3. Loss, damage or **liability** caused by or resulting from guns used willfully or maliciously, regardless of intention to cause harm
4. Theft of any item from an unattended vehicle unless violence and force are used to enter the vehicle
5. Loss or damage caused by **you** not receiving goods or services **you** have paid for through any internet website.
6. Loss of value following repair, replacement or reinstatement in respect of **household contents**
7. Loss or damage caused by or resulting from warping or shrinkage
8. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:
 - a. arising from faulty design, specification, workmanship or materials;
 - b. which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;
 - c. caused by river or coastal erosion;
 - d. whilst the **buildings** are undergoing any structural repairs, alterations or extensions

Section Three – Employers Liability for Domestic Employee(s)

The Cover

Cover for Employers Liability for **domestic employee(s)** applies only if it is shown as included in **your** policy **schedule**

This section indemnifies **you** against any amounts that **you** become legally liable to pay as compensation, including costs and expenses with our prior written consent, for **bodily injury** by accident happening to **your domestic employees**, occurring anywhere in the world during the **period of insurance**, other than as excluded under either this Section or the General Exclusions.

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 including all costs and expenses incurred with our prior written consent.

Specific Exclusions

We will not indemnify **you** for any liability for:

1. **Bodily injury** arising directly or indirectly out of any work **domestic employees** do for **you**, other than domestic or gardening duties.
2. **Bodily injury** arising directly or indirectly from any communicable disease or condition.
3. Fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
4. **Bodily injury** arising out of your ownership, possession or use of:
 - a. **land vehicles** when involved in incidents occurring away from the **insured premises** other than:
 - segways
 - model or toy vehicles
 - vehicles specifically designed to assist the disabled
 - b. any vehicle which is required to be registered for use on a public highway
 - c. any aircraft or **watercraft** other than:
 - surfboards
 - sailboards
 - hand-propelled boats

Section Four – Liability to Others

The Cover

Cover for Liability to Others applies only if it is shown as included in **your** policy **schedule**

This section indemnifies **you**:

1. As owner or occupier for any amounts you become legally liable to pay as damages in respect of:
 - a. **bodily injury** to any person; or
 - b. loss or damage to property caused by an accident happening at the **insured premises** during the **period of insurance**, other than as excluded under this section or the general exclusions
2. As a private individual for any amounts **you** become legally liable to pay as damages in respect of:
 - a. **bodily injury** to any person; or
 - b. loss or damage to propertycaused by an accident happening anywhere in the world during the **period of insurance**, other than as excluded under this section or the general exclusions

If only section one – **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under part 1) above.

If only section two – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as occupier only but not as owner is covered under parts 1) and 2) above.

If both section one – **buildings** and section two – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as owner or occupier is covered under parts 1) and 2) above

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 plus all costs and expenses incurred with our prior written consent.

Specific Conditions

1. All claims arising out of one incident shall be treated as one claim.
2. In the event of **your** death, **we** will treat **your** legal personal representatives as the **insured** in respect of liability incurred by **you**.

Specific Extensions

1. Unrecovered Court Awards

We will pay for amounts you have been awarded by a court in the **United Kingdom** for **bodily injury** or damage to property and which still remain outstanding 3 months after the award has been made, provided that:

- a. part 2. above of this insurance would have indemnified **you** had the award been made against **you** rather than to **you**;
- b. there is no appeal pending; and
- c. **you** agree to allow **us** to enforce any right that **we** shall become entitled to upon making payment

Our liability for all damages payable under this extension shall not exceed £1,000,000 in any one **period of insurance**.

2. Defective Premises Act

We will indemnify **you** for any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**.

This extension will not indemnify **you** for:

- a) any liability if **you** are entitled to indemnity under any other insurance; or
- b) the cost of repairing any fault or alleged fault.

Specific Exclusions

We will not indemnify **you** for any liability for:

1. For **bodily injury** to **you**, any person permanently residing with **you** in the **home** or any person who, at the time of sustaining such injury, is engaged in **your** service.
2. For damage to property owned by or in the charge or control of **you**, any person permanently residing with **you** in the **home** or any person engaged in **your** service. This exclusion does not apply in respect of damage to the **buildings** for which **you**, as tenant, are legally liable to the owner.
3. **Bodily injury** arising out of **your** ownership, possession or use of:
 - i. **land vehicles** when involved in incidents occurring away from the **insured premises** other than:
 - segways
 - model or toy vehicles
 - vehicles specifically designed to assist the disabled
 - ii. any vehicle which is required to be registered for use on a public highway
 - iii. any aircraft or **watercraft** other than:
 - surfboards
 - sailboards
 - hand-propelled boats
 - iv. any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
 - v. any power operated lift (other than domestic stair lifts)
4. For **bodily injury** arising directly or indirectly from any communicable disease or condition.
5. For fines, penalties or punitive or exemplary damages that are only intended to punish **you** or to make an example of **you**.
6. Arising out of any criminal or violent act to another person or their property

8. Arising directly or indirectly out of any business, profession, occupation or employment, other than:
- i. Use of the **home** as an office for non-manual work in connection with **your home** business
 - ii. Any unpaid occupation as a director or officer of a registered charity or other not for profit organization
 - iii. Voluntary work for a registered charity, religious or community group
9. Which **you** have assumed under contract and which would not otherwise have attached
10. Arising out of **your** ownership, occupation, possession or use of any land or building which is not within the **insured premises**
11. If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted
12. In respect of any kind of pollution and/or contamination unless it is:
- i. Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **insured premises** named in the schedule; and
 - ii. Reported to us not later than thirty (30) days from the end of the **period of insurance**
- The most we will pay in total for all such claims covered in the **period of insurance** is £5,000,000 including costs and expenses

Section Five - 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.

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 **you** will be responsible for any **advisers' costs** in **excess** of **our standard advisers' costs**.

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

- a) The **Insured Incident** takes place in the **insured period** and within the **territorial limits** and
- b) The **legal action** takes place in the **territorial limits**

Definitions

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

Adviser

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

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.

Conflict of Interest

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.

Excess

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

Property Infringement section: £250.

All other sections: Nil.

Insurance Providers

AmTrust Europe Limited.

Insured Incident

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

Insured Period

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

Legal Action(s)

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

Limit of Indemnity

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

All sections: £50,000.

Standard Advisers' Costs

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 Insurance Providers.

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
Advisers' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main home. The contract must have been made after you first purchased this insurance and, in respect of disputes over the purchase of your main home, the purchase must have commenced at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.	Claims <ul style="list-style-type: none">Where the amount in dispute is less than £250 plus VATInvolving a vehicle owned by you or which you are legally responsible forIn respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Personal Injury

What is insured	What is not insured
Advisers' costs to pursue a legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible.	Claims <ul style="list-style-type: none">Arising from medical or clinical treatment, advice, assistance or careArising from stress, psychological or emotional injuryArising from illness, personal injury or death which is caused gradually or is not caused by a specific eventInvolving a vehicle owned or driven by you

Property Infringement

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

Property Damage

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

Consumer Defence

What is insured	What is not insured
<p>Advisers’ costs to defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of your main home. The contract must have been made after you first purchased this insurance and, in respect of disputes over the sale of your main home, the sale must have commenced at least 180 days after you 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">• Where the amount in dispute is less than £250 plus VAT• Involving a vehicle owned by you or which you are legally responsible for• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Telephone Helplines

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 0844 770 1040 and quote “Rentguard Family Legal Expenses”.

B General Exclusions

1. There is no cover where:

- The **insured incident** 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
- A reasonable 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
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **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 **insurance providers**, 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.

2. Claims

- a) **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.arclegal.co.uk/informationcentre. Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **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**.
- c) **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.
- d) The **adviser** will:
 - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii.) Keep **us** advised of **advisers' costs** incurred.
 - iv.) 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.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- f) **The insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **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**.
- i) **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

Subject to **your** right to refer a complaint to 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. Reasonable Prospects

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

This contract is governed by English Law.

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.arclegal.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.

General Data Protection Regulation

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 General Data Protection Regulation 2016/679.

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**.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

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 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.

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

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

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

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



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RENT-PEN-HOMEPLUS-MNW-PW (09.2021)