

Policy Terms & Conditions

**RENTGUARD**  
INSURANCE



# Residential Let

insurance for landlords

# Rentguard Insurance

## Introduction

Thank you for choosing Rentguard Insurance for **your** let property insurance. This **policy** has been designed to meet the requirements of Landlords for their let property, providing cover for Buildings and Contents as well as extended options.

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

**You** are insured under this **Policy** by Highway Insurance Company Limited part of the Liverpool Victoria General Insurance Group. Highway Insurance Company Limited, registered in England and Wales number 3730662 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202972. Registered address: 57 Ladymead, Guildford, GU1 1DB. Tel. 0330 1239970.

Highway Insurance Company Limited adheres to the Codes of Practice of the Financial Ombudsman Service and are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

**Your** personal details and information provided are also covered by the General Data Protection Regulations 2018.

## Important

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

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

**You** can contact **us** on 0208 587 1060

## Your Cancellation rights

**We** hope **you** are completely delighted with your **policy**; however if **you** decide **you** do wish to cancel it, please contact us immediately. You must do this in writing to either [info@rentguard.co.uk](mailto:info@rentguard.co.uk) or 27 Great West Road, Brentford, London TW8 9BW or speaking to our customer services team by calling 0208 587 1060. **You** have 14 days from the start of **your policy**, or from the day **you** receive **your** documents to decide if this product meets **your** needs. If **you** choose to cancel this **policy**, within this period, and no claim has been made, **we** will refund the **policy**, charging **you** only for time on cover.

Cancellations made after 14 days of the start date will be subject to cancellation fee. **We** will also retain a pro-rata premium for time on cover.

Please note any administration fees charged for **policy**, set up are non-refundable if cancelled after the 14 days cooling off period.

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## Your Policy

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

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

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

If more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**. If the **property** comprises of multiple **private dwellings** the **excess** applies to each and every **private dwelling** separately. The **excess** that does apply will be shown on your **certificate**; where more than one **excess** is applicable, the higher **excess** will always be applied.

## The law applicable to this policy

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

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

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

## Making a Claim

1. Check your schedule and this policy, which give details of what is covered and what is not covered.
2. Please check the Policy Conditions and Exclusions on page 17.
3. Please ring our Household Claims Centre on 0800 0329 304 at your first opportunity to notify us of your claim.
4. You can make any temporary repairs to prevent further loss or damage. However, until you have discussed your claim with us we are unable to confirm that the loss or damage is covered by your policy. You should keep a copy of the invoices relating to the temporary repairs as they may form part of your claim. It would be helpful if you could take photographs of the damage. We must have the chance to inspect the damage before you carry out permanent repairs.
5. If someone is holding you responsible for damage to their property or for injury to them, please tell us at your first opportunity and give us full written details. If you receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to us (This could include any claim form, summons to appear in court or other legal document). Do not admit you are responsible.
6. Any permanent repairs made by our approved suppliers are guaranteed.

# Definitions

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

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## Accidental

A sudden, unexpected event, which is not due to misuse, mechanical/electrical fault or deliberate/reckless activity.

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## Bodily Injury

Death, injury, disease or illness

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## Business

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

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## Certificate

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

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## The Insurer

Highway Insurance Company Limited as insurers of your policy.

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## Communal parts

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

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## Endorsements

Any variation or addition to terms.

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## Employee(s)

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

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## Empty or unoccupied

When the whole or part of the property has not been lived in by **you**, a person authorised by **you** or a resident for more than 60 consecutive days. This will not include periods of annual leave of 60 consecutive days or less by the resident.

Please refer to page 21 on 'Empty or unoccupied property conditions.'

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## Excess

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

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## Heave

The upward movement of the ground beneath the buildings as a result of the soil expanding.

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## Injury

Death, injury, disease or illness of or to a person.

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## Impact

Collision with any aircraft or other aerial device (or anything dropped from them) or any vehicle or animal (excluding loss or damage caused by domestic pets).

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## Landslip

The downward movement of sloping ground.

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## Loss or damage/Damage

Material loss, destruction or damage.

## **Our/We/Us**

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Rentguard Insurance as arrangers and administrators of your policy.

## **Period of insurance**

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

## **Policy**

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

## **Pollution or contamination**

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

## **Private dwelling**

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

## **Premises**

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

## **Property**

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The building(s) shown in the **certificate** including domestic outbuildings, greenhouses, landlords fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives; all on the same **premises** and in addition, any private garages owned and used in connection with the property.

## **Resident(s)**

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The owner(s), lessee(s), lessor(s), tenant(s) who live in the property through a legal tenancy agreement with the landlord and any member of their family permanently residing with them at the **premises**, or any other person authorised by you.

## **Settlement**

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The downward movement as a result of the soil being compressed by the weight of the building within ten (10) years of construction.

## **Statement of Fact**

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A statement of the information you supplied, which we use to determine whether to offer you a policy and your premium.

## **Subsidence**

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The downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the buildings.

## **Sum Insured**

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The amount of cover which represents:

- In respect of Section 1 – the full cost of rebuilding the **property** in the same form/style and condition, as new, plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements. It should be noted that the rebuilding cost may be different from the market value;
- In respect of Section 2 – the full cost of replacement as new of the contents, including contents of **communal parts**.

**Terrorism**

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

Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto.

**Wear and Tear**

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A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.

**You / Your**

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The person, persons, partnership, corporation or organisation named in the certificate and statement of fact as the Insured.

# Section 1 – Buildings

## A: What is Insured?

The **property** which comprises of;

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

Ornamental ponds or fountains, swimming pools, tennis courts, central-heating fuel tanks, cesspits, septic tanks, fences, gates, hedges, lampposts, railings, walls, drives, paths, patios, terraces and closed circuit television systems.

But not, television or radio outdoor portable satellite equipment (such as dishes and aerials) receiving external signal.

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

## B: Perils Insured

Your policy covers **loss of or damage** to your buildings caused by the following events.

What is Covered	What is Not Covered
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	<b>Loss or damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under "Empty or Unoccupied Property" page 21 are met.
Escape of water from domestic fixed water systems, pipe or appliance and <b>damage</b> to appliances by freezing.	<b>Loss or damage</b> caused by: <ul style="list-style-type: none"><li>• Wet or dry rot, rust, corrosion, gradual emissions, or other wear &amp; tear, deterioration;</li><li>• Faulty workmanship or the use of defective material;</li><li>• Subsidence, heave or landslip;</li></ul> <b>Loss or damage</b> to anything not within the boundary of the <b>property</b> or outbuildings; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Theft or attempted theft.	<b>Loss or damage</b> by <b>you</b> , any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> . <b>Loss or damage</b> to or from the interior of the building unless force and violence is used to enter or exit the building. Any amount in excess of £2,500 in respect of any one claim for <b>loss or damage</b> to the external fixed fabric of the buildings.
Riot, civil commotion, labour and political disturbances and strikes.	<b>Loss or damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under "Empty or Unoccupied Property" page 21 are met;
Malicious Damage and Vandalism.	<b>Damage</b> by <b>you</b> , any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Damage</b> caused as a result of the <b>property</b> being used for illegal activities; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .



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

<p>Landscaped Gardens.</p> <p><b>The insurer</b> will pay for <b>loss or damage</b> to landscaped gardens through the actions of emergency services while attending the insured <b>property</b> due to <b>damage</b> insured by this <b>policy</b>.</p>	<p>Any amount in excess of £1000 for each and every claim;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>;</p> <p><b>Loss or damage</b> resulting from unlawful activities by persons legally on the <b>premises</b>;</p> <p><b>Loss or damage</b> caused by police during the course of a criminal investigation.</p>
<p>Trace and Access.</p> <p>The necessary costs incurred by you in locating the source and subsequent making good of <b>damage</b> under section 1, subsection Escape of Water and Underground Services.</p>	<p>Any Amount in excess of £2,500 for any one claim;</p> <p>Any Amount in excess of £25,000 for any one <b>period of insurance</b>;</p> <p><b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b>.</p>
<p>Additional Expenses.</p> <p>The undernoted costs necessarily incurred in reinstatement as a result of <b>damage</b> insured by this section:</p> <ul style="list-style-type: none"> <li>a) Architects', surveyors', engineers' and legal fees;</li> <li>b) The cost of clearing debris from the site or demolishing or shoring up or boarding up any part of the building;</li> <li>c) Extra costs incurred in order to comply with government or local authority requirements.</li> </ul>	<p>Expenses incurred in preparing any claim under this <b>policy</b>;</p> <p>Any costs for complying with requirements notified before the <b>damage</b> occurred.</p>

## C: Extension of Cover

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

## D: Special Provisions – Buildings

### 1. Automatic reinstatement of cover following a loss

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

### 2. Contracting purchaser

If at the time of a claim you have contracted to sell your interest in the buildings, the buyer will have the benefit of this **policy** as long as the purchase is completed, provided the buildings are not more specifically insured elsewhere.

## E: Clauses and Conditions Specific to Section 1

### • Unoccupied Properties

When a **property** becomes **empty or unoccupied**, conditions under “Empty or Unoccupied Property” on page 21 must be met, failure to do so will invalidate any claims made.

### • Maintenance

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

### • Extensions and Alterations

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

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

### • Mortgage or Other Interests

In addition, **the insurer** will protect the interest of the mortgagee(s) or lessor(s) (the lenders), in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **property** where the risk of **damage** is increased without the authority or knowledge of the lenders, provided the lenders tell **us** in writing immediately after they become aware thereof, and pay any reasonable extra premium.

### • Inflation Protection

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

In the event of a claim, **we** will continue to adjust the **sum insured** during the period required to rebuild up to a maximum of three years provided that:

- The **sum insured** at the date of loss is sufficient to rebuild the **property**;
- The rebuild or repair is carried out without delay.

## Section 2 – Contents

### A: What is Insured?

Landlord's contents comprises of; furniture, carpets, furnishings, household goods, including audio, hi-fi, televisions, telecommunication or video equipment, television or radio signal receiving apparatus.

This does not include; mobile phones, laptops or similar portable electronic equipment, documents, **resident's** property, money or any articles of gold, silver or other precious materials, jewellery or other personal items.

Provided that they;

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

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

### B: Perils Insured

Your policy covers **loss of or damage** to your contents caused by the following events.

What is Covered	What is Not Covered;
Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them).	<b>Loss or damage</b> whilst the <b>property</b> is left <b>empty or unoccupied</b> unless conditions under "Empty or Unoccupied" on page 21 are met.
Theft or attempted theft as a result of violent and forcible entry to or exit from the <b>property</b> .	<b>Loss or damage:</b> <ul style="list-style-type: none"> <li>• By persons lawfully on the <b>premises</b>;</li> <li>• To landlord's contents left in the open;</li> <li>• Whilst the <b>property</b> is <b>empty or unoccupied</b>;</li> </ul> Any amount in excess of £500 or 3%, whichever is the greater, of the <b>sum insured</b> , for contents within detached domestic outbuildings and garages.
Riot, civil commotion, labour and political disturbances and strikes.	<b>Loss or damage</b> by you, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b> ; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Malicious <b>Damage</b> and vandalism.	<b>Loss or damage:</b> <ul style="list-style-type: none"> <li>• By you, any member of your family, <b>employee, residents</b> or any other persons lawfully on the <b>premises</b>;</li> <li>• As a result of the <b>property</b> being used for illegal activities;</li> <li>• Whilst the <b>property</b> is <b>empty or unoccupied</b>.</li> </ul>
<b>Impact.</b>	<b>Loss or damage</b> caused by domestic pets or trees being cut down or cut back within the <b>premises</b> ; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .
Storm or Flood.	<b>Loss or damage</b> Caused by: <ul style="list-style-type: none"> <li>• Frost;</li> <li>• A change in the water table;</li> <li>• Wet or dry rot, rust corrossions or other wear, tear and deterioration;</li> </ul> <b>Loss or damage</b> to contents left in the open; <b>Loss or damage</b> whilst the <b>property</b> is <b>empty or unoccupied</b> .

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

## C: Extension Of Cover

What is Covered	What is Not Covered;
<p><b>Accidental damage.</b></p>	<p>Damage from:</p> <ul style="list-style-type: none"> <li>• Settlement;</li> <li>• Insects, vermin, domestic pets;</li> <li>• Scratching or denting;</li> <li>• Damp, fungus, wet or dry rot, mildew;</li> <li>• Frost;</li> <li>• Rust, corrosion or <b>wear and tear</b>;</li> </ul> <p><b>Damage</b> caused by persons <b>you</b> employ to carry out maintenance or repair work, and anything specifically excluded elsewhere under section 2 Contents; <b>Damage</b> whilst the <b>property is unoccupied</b>.</p> <p>The cost of maintenance or normal redecoration.</p>
<p>Landlord's contents in the open</p> <p><b>Loss or damage</b> caused by perils insured under this section to Landlord's contents in the open within the insured <b>property</b>.</p>	<p><b>Loss or damage</b> to Hi-Fi, Television, Telecommunication, Video/Radio Equipment or Plants;</p> <p>Any amount in excess of £250;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>
<p>Landlord's Gardening Equipment</p> <p><b>Loss or damage</b> caused by perils covered under this section to Landlord's gardening equipment whilst in any locked outbuilding at the insured <b>property</b>.</p>	<p>Theft, unless entry was gained or exit made by violent and forcible means;</p> <p>Any amount in excess of £1,000;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>
<p>Loss of Oil</p> <p>Sudden loss of or damage to heating oil contained in the heating installation, its tank, pipe-work or fittings on the site on which the buildings stand.</p>	<p>Loss due to any alleged shortfall in delivery or supply;</p> <p>Any amount in excess of £1,000;</p> <p><b>Loss or damage</b> whilst the <b>property is empty or unoccupied</b>.</p>

## **D: Special Provisions to Section 2**

1. Automatic Reinstatement of cover following a loss.

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

## **E: Exclusions Specific to Section 2**

### **Loss or damage to:**

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

Are excluded under section 2 – Contents.

## Section 3 - Legal Liabilities

### A: Who is Insured?

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

- a) **Accidental** injury to any person;  
or
- b) **Accidental** loss of or **damage** to material property;  
occurring during the **period of insurance** and happening in connection with the **business** within the territorial limits.

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

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

- a) Injury to any **employee**;
- b) **Damage** to property which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to you;
- c) Injury, **loss or damage** caused by or in connection with or arising out of the ownership, possession or use by you or on your behalf of:
  - Any vessel or craft (other than hand-propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air;
  - Any **mechanically**-propelled vehicle or trailer attached thereto, except used within the grounds of the **property**, of any such vehicle not licensed for road use and not constructed for the conveyance of passengers, provided that no other **policy** covers the liability. This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading there from by any person other than the driver or attendant of the vehicle:
    - i) Liability arising from any agreement, unless liability would have attached in the absence of such agreement.

In addition, **the insurer** will also pay for:

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



## **B: Extension 1 – Additional Persons Insured**

**The insurer** will also insure in the terms of this section:

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

## **C: Extension 2 – Defective Premises Act**

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

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

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

## **D: Extension 3 – Cross Liabilities**

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

Provided that:

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

## **E: Limit of Indemnity - £5,000,000**

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

## **F: Employers Liability - £10,000,000**

This **policy** will cover you for **accidental** death, **bodily injury**, illness or disease to any domestic **employee** up to £10,000,000. Refer to 1- 5 in this section.

\* And any amended legislation.

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

## A: Conditions

### 1. Misrepresentation

If **you** or anyone representing **you**:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favorable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

**We** may:

- Agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your** policy (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- Not return any premium paid by **you**;
- Recover from **you** any costs **we** have incurred;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

### 2. Precautions

You must at all times:

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

**The insurer** will not pay for claims if these precautions are not met.

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

### 3. Cancellations

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

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

#### **Our Special Rights**

**In an emergency the insurer** may enter the building where the loss or damage has occurred. To safeguard the insured **property** against further **loss or damage**, **the insurer** may take and keep possession of the insured **property** and deal with the salvage in a reasonable manner. No

**property** may be abandoned to **the insurer**.

i) **The insurer** may exercise sole control at our cost over dealing with any third party claim and its associated legal proceedings relevant to it. **The insurer** will keep you informed of all developments.

ii) **The insurer** may pursue in your name, but for **the insurer's** benefit and at **the insurer's** cost, any claims for damages or other costs.

#### 4. Contribution

If at the time of a claim, there is any other **policy** covering anything insured under this **policy**, **the insurer** shall be liable only for a proportionate share.

#### 5. Fraud

If **you** or anyone representing **you**:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

**We** may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

#### 6. Sum Insured

It is your responsibility to ensure your **property** is adequately insured for the full cost of reinstatement at all times. In the event of loss, **we** will reinstate the **sum insured** from the date of any loss, unless **the insurer** give written notice to the contrary, provided that:

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

#### 7. Underinsurance

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

#### 8. Changes in Risk

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

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

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

#### 9. Protections

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

- a) Security devices are put into full and effective operation whenever the **property** is left unattended;

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

#### 10. Inspections

The **property** must be inspected both externally and internally at least every 6 months by you or your representative, to confirm that the **property** is maintained in a good state of repair, notwithstanding the requirements of 'Empty or unoccupied **Property**' as prescribed on page 21 for Sections 1 and 2. Records of these inspections must be kept and made available to **us** on request.

A property care guide is available on our website at [www.rentguard.co.uk/mainclause](http://www.rentguard.co.uk/mainclause)

#### 11. Cooking and Heating Appliances

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

#### 12. Gas and Electric Installations

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

#### 13. Tree Pruning Condition

You must:

- a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the **property** insured;
  - b) Prune or pollard the trees as appropriate;
- All Trees and Shrubs within 7 metres of the property which are 3 metres tall or more, must be, triennially by a tree surgeon or similar professional, at the insured's expense. Subject otherwise to the terms, exclusions and conditions of the **policy**.

#### 14. Buildings Regulation and local authority approval

This **policy** is issued on the basis that, where required, the insured has registered and obtained local authority approval of facilities, in accordance with the Housing Act 2004\*\* and fire services approval, where required by the fire and rescue service. The **policy** will be invalid should this approval not have been obtained.

\*\*And any amended legislation.

#### 15. Chimney Warranty

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

#### 16. Annual Leave

If the **resident**/tenant is going to be away from the **property** for 30 consecutive days or more, **we** should be informed of this and when the **resident**/tenant is likely to return either by telephone or written communication prior to the leave.

#### 17. Direct Debit

If you pay the premium to **us** using the Direct Debit instalment scheme **we** will have the right (which **we** may not use) to renew the **policy** each year and continue to collect premiums using this method. **We** may vary the terms of the **policy** (including the premium) at renewal. If you decide that you do not want **us** to renew the **policy**, as long as you tell **us** before the next renewal date, **we** will not renew it.

Our right to renew this **policy** does not affect your cancellation rights detailed on page 1 of this **policy**.

## B: Exclusions

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

**The insurer** will not pay for the following:

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

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

This insurance **policy** does not cover for any loss, **damage** or liability caused as a result of the insured **property** being used for illegal activities and **the insurer** will not pay for any claim arising from such loss;
9. There is no cover where **damage** happens whilst the **property** is not maintained or is not in a good state of repair;

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

## Empty or Unoccupied Property

**We** must be notified as soon as possible whenever a **property** becomes **empty or unoccupied**. **We** shall have the right to change the terms and conditions of your **policy** and you must implement any risk improvement measures that **the insurer** requires within the agreed timescales and pay any additional premium if required.

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

**The insurer** will not pay for any claim arising from the perils Fire, Lightning, Earthquake, Explosion, Aerial vehicles, riot, civil commotion, labour and political disturbances and strikes under this **policy** in respect of any **property** or part of **property** which is **empty or unoccupied** unless:

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

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

## Important

Cover to this **policy** will be limited to Fire, Smoke, Lightning, Explosions, Earthquake and Aerial vehicles (or anything dropped from them) as soon as the **property** becomes **empty or unoccupied**, unless the endorsement 8 "30 days unoccupancy cover" is noted on the **certificate**.

# Compensation

**The insurer** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if **the insurer** cannot meet our obligations. Whether or not you are able to claim and how much you may be entitled to will depend on the specific circumstances at the time. For further information about the scheme please visit the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or call them on 0800 678 1100.

## Settling Claims

### Buildings Section

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

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

### Contents Section

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

**The insurer** will take off an amount for wear and tear:

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

## Claims Settlement

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

When **the insurer** pays your claim **the insurer** will take off the **excess** shown in your **certificate**.

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

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

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

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

- Pay for the reasonable cost of rebuilding or repairing the damaged parts;
- Make a cash settlement; but **the insurer** will not pay more than it would have cost **us** to repair the **damage** if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

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

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

## How will we use your data

**We** hold personal information in accordance with the General Data Protection Regulations 2018. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

**We** use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

**We** may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

**We** may record or monitor telephone calls for security and regulatory purposes.

## Policy administration

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

**We** may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.



## Claims history

Under the conditions of this **policy you** must tell **us** when **you** become aware of any incident that could give rise to a claim under this **policy**, whether or not it is **your** intention to claim.

When **you** tell **us** about an incident or claim **we** or **the insurer** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

**We** and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim.

This helps to check information provided and prevent fraudulent claims

## Fraud prevention & detection

In order to prevent and detect fraud **we** may at any time:

- a) Share information about **you** with other organisations including the police;
- b) Undertake credit searches;
- c) Check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) Checking details on applications for credit and credit related or other facilities;
- b) Managing credit and credit related accounts or facilities;
- c) Recovering debt and tracing beneficiaries;
- d) Checking details on proposals and claims for all types of insurance;
- e) Checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Data Protection Rights

Individuals have certain rights under the General Data Protection Regulations 2018, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate. If **you** want to know more about how we use personal information or have any data protection questions, please contact the Data Protection Officer, Rentguard Insurance, 27 Great West Road, Brentford, London, TW8 9BW.

# Special Clauses and Policy Exclusions

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

## 01. Alarm/Security Clause

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

- a) The burglar alarm system shall have been put into full and effective operation:
  - Whenever the **premises** specified on the **certificate** is left unattended;
  - At night when the **residents** retire for the night.
- b) The intruder alarm system shall have been maintained in good order throughout the period of this insurance under a maintenance contract with a company which is a member of NSI National Security Inspectorate or SSAIB Security Systems & Alarms Inspection Board (formerly NACOSS National Approved Council of Security Systems).

## 03. Subsidence, Landslip or Heave Exclusion Clause

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

## 04. Flood Exclusion Clause

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This insurance excludes claims under sections 1 and 2 resulting from:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;

## 05. FLEA Clauses

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It is hereby noted and agreed that the **premises** insured hereunder are covered against **loss or damage** directly caused by the perils fire, smoke, lightning, explosions, earthquake and aerial vehicles (or anything dropped from them).

## 06. Minimum Security Clause

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

- a) External doors: 5 Lever Mortice Deadlocks conforming to British Standard 3621;
- b) Patio Doors – In addition to a central locking device, key operating bolts to top and bottom opening sections;
- c) Windows – Key operated security locks to all ground floor windows, accessible sky lights and other accessible windows.

## 07. Flat Roof Clause

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

## 12. Empty or unoccupied Clause

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It is a condition of this insurance that if a **property** is **empty or unoccupied**, then photographs of the **property** must be submitted within 14 days from inception or mid-term adjustment. The photographs should clearly show the structure of the **property** and that it has been made secure and water-proof (photographs should show all angles of the exterior and the roof).

Failure to do so could result in the invalidation of a claim submitted thereafter.

## 13. 30 Days Unoccupancy Cover

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In consideration of the additional premium paid hereon, it is agreed that **we** must be notified as soon as possible, but in any event within 30 days, whenever a **property** becomes **empty or unoccupied**. Failure to comply with any part of this section will invalidate a claim. The **policy** would not be limited to the perils Fire, Lightning, Earthquake, Explosion or Aerial vehicles in Section 1 or 2 during the first 30 days when the **property** becomes **empty or unoccupied**. The conditions under "**Empty or Unoccupied Property**", page 21, must be complied with. Minimum **excess** on this **policy** will be £2,500 for each and every claim.

### **15. Accidental Damage to Section 1**

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

### **17. Central Heating Condition**

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Under paragraph "**Empty or Unoccupied Property**", page 21:

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

### **27. HMO and Bedsits Regulations and conditions Clause**

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**You** must meet all current local and national authority regulations governing rented accommodation. Furthermore the following conditions will apply;

- the bedroom(s) must not be heated by portable heaters, other than electrically-powered or convector heaters;
- all rubbish stored in the property must be removed each week.

If **you** do not meet these regulations, and a claim happens, **we** may decide not to pay the claim.

## Making a complaint

**We** know that sometimes things can go wrong. **Our** number one priority is to provide you with the highest level of customer service. If there's a problem please let **us** know and we'll try to provide a solution as quickly as possible.

As soon as you contact us about a complaint **we** will:

- Try to deal with your complaint within 48 hours.
- If this isn't possible **we** will send you a letter within five working days confirming who will be handling your complaint.
- After investigating your complaint **we** will respond, as quickly as possible and if no decision has been reached **we** will update you on progress after 4 and 8 weeks.

If you are unhappy with any element of **our** service concerning the sale and administration of your policy, please contact:

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

If you are unhappy with the handling of your claim, please refer to your insurer, Highway Insurance Company Limited, quoting your claim number.

**0800 681 6376**

Highway Insurance Company Limited may record and monitor calls. Call charges will vary.

Or write to:

Complaints, LV Brentwood, PO Box 9104, Bournemouth, BH1 9DB

Email: [complaints@lvbroker.co.uk](mailto:complaints@lvbroker.co.uk)

### The Financial Ombudsman Service

If we haven't issued our 'final response' within eight weeks from the date you first raised your complaint, or if you're dissatisfied with our response, you can ask the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service will only consider your complaint once you've tried to resolve it with us, so please take up your concerns with us first and we'll do all we can to help.

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://www.financial-ombudsman.org.uk>



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BUILDINGS & CONTENTS INSURANCE  
COMMERCIAL PROPERTY INSURANCE**

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TENANT REFERENCING SERVICES  
LEGAL EXPENSES & RENT GUARANTEE  
REFERENCE PLUS**

## **Rentguard Insurance**

27 Great West Road  
Brentford, London  
TW8 9BW

**Telephone:** 0208 587 1060

**Fax:** 0208 587 1061



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