

Policy Terms & Conditions



Homecare, Buildings & Contents

insurance for owner occupiers



Rentguard

Introduction

Thank **you** for choosing **Rentguard**. This is **your** Home and Contents Insurance Policy wording, setting out **your** insurance protection in detail.

Your premium has been based upon the information shown on the insurance certificate and recorded in **your** statement of fact.

This insurance offers a comprehensive cover, legal liability as well as extended options - please refer to **your** insurance certificate and statement of fact for **your** cover level, provided that the conditions under which this policy has been issued are fulfilled. If **you** have any questions, please contact **us** on 0208 587 1060 or free phone 0800 783 1626.

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers **you** give and statements **you** make as part of **your** insurance application, including at renewal and when an amendment to **your** policy is required, should be honest and accurate. If **you** deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

We recommend that **you** keep a copy or a record of all information **you** give to **us**.

This insurance has been arranged by **Rentguard Ltd**, and is underwritten by **Ageas Insurance Limited**.

Rentguard Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Important note

Please read this policy document carefully and ensure that it meets **your** requirements. If **you** have any query please contact **your** agent whose details are shown in the certificate.

Please keep this policy in a safe place **you** may need to refer to it if **you** make a claim.

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

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Making a claim

Please refer to the Policy Conditions for reporting claims on page 40 in particular Condition 10.

1. Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The Basis of Claims Settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.

2. Contact **your** agent or RGA underwriting Limited on 020 8587 1071.

Note: Please have **your** policy number available. If damage is serious in nature, immediate telephone contact is essential as **we** may need to arrange inspection of **your** property by a member of **our** claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay his fee.

3. **We** may be able to settle **your** claim from the information provided in **your** claim form but **we** may require further information, or ask **you** to furnish documentation in support of **your** claim.
4. It is at **our** option whether **we** replace as new, reinstate, repair or pay a cash alternative. If **you** would prefer a cash alternative, **we** may restrict this to an amount equal to the discounted replacement price **we** would normally pay. This helps **us** in controlling claims costs and ultimately premiums charged.

To report a claim call the claims centre on 020 8587 1071.

Our customer-care policy

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited
Personal Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Phone: 0800 161 5195
E-mail: claims.director@ageas.co.uk

For complaints about policy administration and documents, contact Rentguard Customer Services at:

Rentguard Insurance
27 Great West Road
Brentford
London
TW8 9BW
Phone: 020 8587 1060
FAX: 020 8587 1061
E-mail: info@rentguard.co.uk

If we are unable to resolve your complaint, please contact the personal lines service manager at:

Ageas Insurance Limited
60 Spring Gardens
Manchester
M60 1HU
Phone: 0161 834 9888
Fax: 0844 748 0207
E-mail: underwritingcustomerservice@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile **You** can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the Financial Conduct Authority website at www.fca.org.uk, which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 020 7741 4100.

Property & legal helplines

Property Helpline: 0117 934 0191

If **you** have a domestic emergency in **your home**, such as burst pipe, blocked drain, broken window or building damage, contact the helpline number above and DAS will arrange help or repairs.

DAS will not accept responsibility if the helpline service is unavailable for reasons they can not control.

If **you** require help telephone the 24 hour number shown above and provide **your** name and policy number which is shown in **your** certificate and they will aim to:

- a advise **you** of immediate action that can be taken to protect **you** and **your home**;
- b arrange for an emergency services contractor to carry out immediate repairs;
- c indicate to **you** the approximate call-out and hourly labour charges which will be required by the contractor. **You** will be responsible for these charges but the charges may be recoverable if the loss or damage is covered under this policy.

Helpline services are provided by DAS Assistance Limited. All helplines apply to the United Kingdom unless otherwise stated. To help DAS check and improve their service standards, DAS record all calls.

Neither **we** nor DAS are responsible for any liability arising directly or indirectly in respect of repairs, parts, advice or service provided by DAS, their agent or any person acting on their or **our** behalf.

Definitions

Emergency

A sudden unforeseen circumstance which requires immediate corrective action to:

- 1 prevent damage or further damage to **your home**;
- 2 alleviate unreasonable discomfort, risk or difficulties for **you** or **your family**;
- 3 to make **your home** safe or secure.

Legal Helpline: 0117 934 0191

DAS will give **you** and **your family** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

You should telephone the number above quoting **your** name and policy number, which is shown in **your** certificate.

Major Emergency

Emergencies which may result in serious damage or danger to life or limb should be reported immediately to the Public Supply Authority, or in the case of difficulty the Public Emergency Services. Suspected gas leaks should always be reported to the Local Gas Authority.

Definitions

The following definitions apply to Sections 1, 2 and 3 ONLY.

The company/we/us/our

Ageas Insurance Limited as insurers and Rentguard as administrators of your policy.

Insured/you/your

The person or persons named as policyholder(s) in the certificate.

Family

You, your domestic partner and other relations who permanently reside with you.

Home

The house, bungalow or self contained flat/maisonette together with its garages and domestic outbuildings at the address shown in the certificate, used for private residential purposes.

Bedroom

A room used as or originally designed and built to be a **bedroom** even if now used for another purpose.

Contents

What is insured	What is not insured
<ol style="list-style-type: none">Household goods, valuables and belongings, including money up to £750 and credit cards up to £1,000 owned by, or the legal responsibility of you or a member of your family when in your home.Tenant's fixtures and fittings.Visitors' personal effects up to £2,500 when in your home unless otherwise insured.Office equipment and office furniture used by you or your family for business or professional purposes up to £5,000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.	<ul style="list-style-type: none">Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.Swimming pool covers.Pets and livestock.Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the home.Property more specifically insured.Bonds, bills of exchange, promissory notes and securities for money.Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in your home).Plants, trees or any growing matter.Contact or corneal lenses.

Buildings

The **home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

Personal effects

Personal property which is designed to be worn or carried on or about the person.

Excess

The amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

Valuables

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

Money

Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and **money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Credit cards

Credit, cheque, debit, charge or cash cards.

Pedal cycle

Non-mechanically propelled **pedal cycle**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been permanently lived in by **you** or **your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Terrorism

For the purpose of the General Policy Exclusion (page 42) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons 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 and/or to put the public or any section of the public in fear.

Cost of rebuilding

The full cost of reconstruction of the **buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's fees.

Water table

The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

Index linking - Buildings

The sum insured on **buildings** will be adjusted monthly by the percentage movement in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. No charge will be made for the changes in the sum insured which will occur monthly, but the next renewal premium will be calculated on the adjusted sum insured.

Section 1 – Buildings

See definitions Page 7 and Page 8

What is insured	What is not insured
Loss of or damage to the buildings by the following causes:	<ul style="list-style-type: none"> • The excess shown in the certificate. • Wet or dry rot. • Loss or damage due to any gradually operating cause.
1 Fire, smoke, explosion, lightning or earthquake	
2 Storm or flood	<ul style="list-style-type: none"> • Loss or damage caused: <ul style="list-style-type: none"> a by frost, subsidence, heave or landslip; b to fences and gates. • Loss or damage to basement rooms as a result of a rise in the water table.
3 Subsidence or heave of the site beneath the buildings , or landslip	<ul style="list-style-type: none"> • Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the home is damaged at the same time and by the same cause. • Damage caused by: <ul style="list-style-type: none"> a the normal settlement or bedding down of new structures; b the settlement or movement of made-up ground; c coastal or river erosion; or d defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations. • Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the home are damaged at the same time by the same cause. • Damage which originated prior to inception of this policy. • Damage resulting from: <ul style="list-style-type: none"> i demolition, construction, structural alteration or repair to the buildings; or ii groundworks or excavation. • Any loss or damage where compensation is provided by contract or legislation. • The excess shown in the certificate.
4 Riot, civil commotion, strikes, labour disturbances	
5 Malicious acts	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you, your family, paying guests or tenants.
6 Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Repairs to tanks, pipes or appliances unless caused by freezing. • Loss or damage caused by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy). • Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on. • Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.

7	Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> Loss or damage caused by domestic pets.
8	Theft or attempted theft	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family, except where there is forcible and violent entry or exit. Loss or damage caused by you, your family, paying guests or tenants
9	Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished.
10	Falling trees or branches	<ul style="list-style-type: none"> Loss or damage to gates or fences. The cost of the removal of the tree or branch unless damage has been caused to the buildings by its fall. Damage caused by felling, lopping, or topping of trees.
11	Falling television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> Loss or damage to the aerials, aerial fittings, satellite dishes or masts.

Extensions to Section 1 – Buildings

What is insured	What is not insured
<p>A Fees and other Expenses We will pay the reasonable costs necessarily incurred by you with our written consent as a result of loss or damage by any of the causes 1-11 of section 1 of this policy for:</p> <ol style="list-style-type: none"> architects, surveyors, legal and other fees; the cost of clearing the site and making the buildings safe; and the additional cost of rebuilding or repair of the damaged part of the buildings solely to comply with any government or local authority requirements, unless you were given notice of the requirement before the loss or damage occurred. 	<ul style="list-style-type: none"> Fees for preparing any claim. Costs for complying with requirements you were notified of before the loss or damage.
<p>B Rent and Alternative Accommodation If the home is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 1 of this policy we will pay:</p> <ol style="list-style-type: none"> up to two year's rent that you are responsible for paying or would have received until the home is again fit to live in. the reasonable extra accommodation costs, incurred with our written consent, for <ol style="list-style-type: none"> you, your family; and your domestic pets; until the home is again fit to live in. 	

<p>C Glass or Sanitaryware We will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, solar panels, skylights or fixed sanitaryware in the buildings, and ceramic hobs fixed to and forming part of the home.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Damage caused after the buildings have been left unoccupied or unfurnished. • Damage to ceramic hobs in movable cookers. • Damage to secondary double glazing whilst removed for any reason. • Malicious damage caused by you, your family, paying guests or tenants.
<p>D Underground Pipes and Cables We will pay:</p> <p>a the cost of repair following accidental damage by external means to cables, underground pipes or underground tanks all servicing the home and for which you are legally responsible; and</p> <p>b up to £1,000 for breaking into and repairing an underground pipe for which you are legally responsible and which services the home where it is essential to clear a blockage.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. • Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.
<p>E Your Liability to the Public We will pay for damages and claimants' costs and expenses which you become legally liable to pay for accidental:</p> <p>a death of any person;</p> <p>b bodily injury to any person;</p> <p>c illness or disease of any person; or</p> <p>d damage to material property;</p> <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you arising out of any one event occurring during the period of insurance and incurred:</p> <p>i solely as owner (not as occupier) of the home or the land belonging to the home; or</p> <p>ii in connection with any previous private residence which you owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that you had disposed of all legal title and interest at the time of such occurrence;</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you. We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support. If you cancel, or do not renew, section 1 of your policy following the sale or disposal of your home the cover provided by paragraph ii for that home will continue for seven years after this section expires.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from: <ul style="list-style-type: none"> a any profession, business or employment; b the use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles); c any agreement unless you would have been liable had the agreement not been made; d death, injury, illness or disease of any member of your family or a domestic employee; e loss or damage to property owned, occupied or in the custody or control of you, your family or any domestic employee; or f the charging of any electric vehicle that is not situated within the boundary of the home. • Liability if you have any other insurance policy that covers the same loss. • Liability: <ul style="list-style-type: none"> i arising more than seven years after the expiry or cancellation of section 1 of this policy; or ii if you are insured under a more recently effected or current policy.
<p>F Purchaser's Interest If you have contracted to sell the buildings and the purchaser has not insured the property before completion, the purchaser will have the contractual right to the benefit of section 1 of this policy between exchange of contracts and completion of the sale provided the purchaser completes the purchase.</p>	

<p>G Trace and Access We will pay up to £5,000 for the reasonable costs incurred with our consent in locating the source of any damage resulting from the escape of water from fixed domestic water services or heating installations including the cost of subsequent repairs to walls, floors or ceilings.</p>	<ul style="list-style-type: none"> • Loss or damage to the heating or water system.
<p>H Emergency Access We will provide cover for damage to the home and garden caused by forced access by the fire, police or ambulance services as a result of an emergency.</p>	
<p>I Door Locks We will pay up to £1,000 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Thefts not reported to the police.

Optional Extensions to Section 1 – Buildings

This cover does not apply unless the certificate states that accidental damage is included.

What is insured	What is not insured
<p>Accidental damage to the buildings</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Damage whilst the buildings or any part of them are lent, let, or sub-let, or are left unoccupied or unfurnished. • Damage caused by: <ul style="list-style-type: none"> i faulty workmanship, defective design or the use of defective materials; ii wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects or vermin; iii domestic pets; iv movement, settlement or shrinkage in any part of the buildings; v movement of the land belonging to the buildings; or vi demolition or structural alteration or repair. • Any destruction or damage otherwise shown as not insured under section 1 of this policy. • Market depreciation, the cost of maintenance and redecoration. • The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.

Section 1 – Basis of Claims Settlement

- a **We** will pay up to the sum insured for **buildings** shown in the certificate (plus any Index Linking adjustment applicable) for the **cost of rebuilding**, repairing or replacing the damaged parts of the **buildings**, inclusive of any amount which may become payable under extension A of section 1 of this policy.
- b If the **buildings** are not rebuilt or repaired **we** will pay at **our** option the difference between the market value of the **buildings** prior to the loss or damage and the market value of the **buildings** following the loss or damage.
- c If the **buildings** have not been maintained in a good state of repair, a deduction will be made for wear and tear.
- d If at the time of any loss the sum insured is less than the **cost of rebuilding**, **your** claim will be reduced in direct proportion to the degree of underinsurance. For example, if the sum insured under section 1: **buildings** only covers half the **cost of rebuilding** the **buildings**, **we** will only pay half the cost of the repair or replacement.
- e **We** will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.
- f Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.

Automatic Reinstatement

We will not automatically reduce the sum insured by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

Section 2 - Contents

See definitions Page 7 and Page 8

What is insured	What is not insured
Loss of or damage to the contents by the following causes:	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage due to any gradually operating cause.
1 Fire, smoke, explosion, lightning, earthquake	
2 Storm or flood	<ul style="list-style-type: none"> • Contents in the open at the time of any loss or damage. • Loss or damage to contents in basement rooms as a result of a rise in the water table.
3 Subsidence or heave of the site beneath the buildings , or landslip	<ul style="list-style-type: none"> • Loss or damage caused by: <ol style="list-style-type: none"> a the normal settlement or bedding down of new structures; b the settlement or movement of made-up ground; c coastal or river erosion; or d defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations. • Damage resulting from: <ol style="list-style-type: none"> i demolition, construction, structural alteration or repair to the buildings; or ii groundworks or excavation.
4 Riot, civil commotion, strikes, labour disturbances	
5 Malicious acts	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you, your family, paying guests or tenants.
6 Escape of water from a fixed water or heating installation, or plumbed in domestic appliance	<ul style="list-style-type: none"> • Damage to the installation or appliance from which the water escapes. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy). • Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on. • Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.
7 Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets.

8 Theft or attempted theft	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by you, your family, paying guests or tenants. Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or your family except when force and violence are used to gain entry or exit.
9 Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Damage to the appliance from which the oil escapes.
10 Falling trees or branches	<ul style="list-style-type: none"> Loss or damage arising from felling, lopping or topping of trees.
11 Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> Loss or damage arising from erection, dismantling, repair or maintenance.

Extensions to Section 2 - Contents

What is insured	What is not insured
<p>A Temporary Removal of Contents We will pay for contents lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the home but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:</p> <p>a up to £5,000 in respect of contents whilst in university halls of residence or in student accommodation or otherwise; or</p> <p>b up to 20% of the contents limit shown in the certificate.</p>	<ul style="list-style-type: none"> The excess shown in the certificate (or £100 in respect of contents whilst in university halls of residence or in student accommodation if greater). Loss or damage in a furniture depository. Loss or damage caused by storm or flood to property not in a building. Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> a a building; or b in the case of halls of residence or student accommodation, a locked room.
<p>B Rent and Alternative Accommodation If the home cannot be lived in as a result of loss or damage to the contents insured under section 2 of this policy we will pay:</p> <p>a up to 12 months rent that you are responsible for paying as occupier until the home is again fit to live in;</p> <p>or</p> <p>b the reasonable extra accommodation costs, incurred with our written consent for</p> <ul style="list-style-type: none"> you, your family; and your domestic pets; until the home is again fit to live in.	
<p>C Deep Freezer Contents We will pay for food in a domestic deep freezer in the home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> The excess shown in the certificate. Loss due to the deliberate act of the supply authority. Loss if the freezer is more than 10 years old at the date of loss.

<p>D Mirrors and Glass We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceram ceramic hobs forming part of a movable cooker.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Malicious damage caused by you, your family, paying guests or tenants. • Damage to ceramic hobs fixed to and forming part of the home.
<p>E Audio and Audio Visual Equipment Accidental damage to: a televisions; b audio and visual equipment; and c home computer and games console equipment; which are owned by you or your family, or for which you are legally responsible.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage caused by mechanical, electrical or electronic breakdown or derangement. • Damage to records, tapes, discs or computer software. • Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus. • Damage caused after the buildings have been left unoccupied or unfurnished. • Wear and tear and depreciation. • Malicious damage caused by you, your family, paying guests or tenants.
<p>F Tenants Liability (applicable if the buildings are rented) Any amount which you become legally liable to pay as a tenant, and not as an owner of the buildings up to 20% of the contents limit shown in the certificate in respect of: a Damage to the buildings by any of the causes 1-11 of section 1 of this policy. b Accidental breakage and damage as described in extensions C and D of section 1 of this policy.</p>	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you, your family, paying guests or tenants.
<p>G Contents in the Garden We will pay up to £1,000 for loss or damage by causes 1-11 of section 2 for contents in the open within the boundaries of your home. This includes cover for flowers, plants, shrubs or trees in pots or containers.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Flowers, plants, shrubs, trees and any growing matter not in pots or containers. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by storm or flood.
<p>H Door Locks We will pay up to £1,000 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Thefts not reported to the police.
<p>I Loss of Oil and Metered Water We will pay up to £1,500 for: a the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and b additional metered water charges incurred by you and resulting from any of the causes 1-11 of section 2 of this policy.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss otherwise shown as not insured under section 2 of this policy. • Loss if the buildings have been left unoccupied or unfurnished. • Accidental loss of metered water costs recovered from the responsible water authority.
<p>J Reinstatement of Title Deeds We will pay up to £2,500 in respect of the replacement of title deeds to your home if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in your home or lodged with your solicitor, bank or building society.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.

<p>K Public and Personal Liability We will pay for damages and claimants' costs and expenses which you or any member of your family become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> a death of any person; b bodily injury to any person; c illness or disease of any person; or d damage to material property; <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you or a member of your family arising out of any one event, occurring during the period of insurance and incurred:</p> <ul style="list-style-type: none"> i solely as occupiers, (but not owners) of the home or the land belonging to the home; or ii in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit. <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> • Death, bodily injury, illness or disease to any member of your family or domestic employee. • Loss or damage to property owned by, or in the custody or control of, you or any member of your family or any person permanently residing with you. • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. • Liability arising directly or indirectly as a result of a criminal act by you or any member of your family. • Any agreement unless you would have been liable had the agreement not been made. • The ownership, use or possession of any: <ul style="list-style-type: none"> i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft); ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs); iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or iv firearms, other than properly licensed shotguns. • Any profession, business or employment. • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom. • Liability if you have any other insurance policy that covers the same loss. • Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the home.
<p>L Reverse Liability We will pay all sums which you have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:</p> <ul style="list-style-type: none"> a if the position of you and the responsible party had been reversed, you would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K; b the liability giving rise to the court award occurs during the period of insurance; and c You agree to allow us to enforce any rights or remedies which we will become entitled to upon making payment. 	<ul style="list-style-type: none"> • Any amount whilst any appeal is pending.

<p>M Accidents to Domestic Employees We will pay for damages and claimants' costs and expenses which you or a member of your family become legally liable to pay as compensation for accidental:</p> <ul style="list-style-type: none"> a death of; b bodily injury to; or c illness or disease of; <p>any domestic employee in connection with:</p> <ul style="list-style-type: none"> a any one claim; or b series of claims; <p>made against you or your family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p>We will also pay legal costs and expenses incurred with our written consent in the defence of any claim made against you or your family.</p> <p>The most we will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.</p>	<ul style="list-style-type: none"> • Liability arising directly or indirectly from the transmission of any communicable disease or virus by you or any member of your family. • Any agreement unless you would have been liable had the agreement not been made. • Any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom. • Liability arising from any business or profession • Liability for death of, bodily injury to, or illness or disease of any member of your family. • Liability for which compulsory insurance or security is required by any road traffic legislation.
<p>N Fatal Accident We will pay £5,000 if you or your partner die, either separately or together, as a result of an injury in the home caused by fire or an assault by intruders, within 90 days of the incident.</p>	
<p>O Household Removals Accidental damage to contents whilst in transit by professional removal contractors from the home to your new permanent home within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Valuables and money. • Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers. • Any loss or damage not notified to the removal contractors within 7 days of the removal to your new permanent home.
<p>P Shopping in Transit We will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to your home.</p>	<ul style="list-style-type: none"> • Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
<p>Q Audio or Visual Downloads We will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 2 of this policy.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate.
<p>R Weddings, Birthdays and Christmas The contents limit shown in the certificate will be automatically increased by:</p> <ul style="list-style-type: none"> a 10% during the month of December; b 10% for 30 days before and after your wedding day; <p>and</p> <ul style="list-style-type: none"> c 10% for 7 days after your birthday; <p>to cover christmas, wedding or birthday gifts.</p>	

Optional Extensions to Section 2 - Contents

What is insured	What is not insured
<p>A Accidental damage to contents when in your home</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Clothing (including furs), money, credit cards, contact and corneal lenses, and food. • Loss or damage if the buildings are lent, let or sub-let in whole or in part, or are left unoccupied or unfurnished. • Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration. • Damage caused by domestic pets. • Damage caused by mechanical or electrical fault or breakdown or misuse. • Damage arising from depreciation in value or any costs not directly incurred as a result of the loss. • Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured. • Confiscation or detention.

Section 2 – Basis of Claims Settlement

- a **We** will pay up to the **contents** limit shown in the certificate for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the **contents** limit shown in the certificate.
- c The maximum amount **we** will pay for any valuable item is £2,500, unless specifically insured.
- d The maximum amount that **we** will pay in respect of any one loss under section 2 of this policy is the **contents** limit stated in the certificate for section 2.
- e If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the **contents** limit shown in the certificate, **we** will pay only that proportion of the loss which the **contents** limit bears to the replacement cost.
- f **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- g In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered. In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered
- h Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- i The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

Automatic Reinstatement

The **contents** limit shown in the certificate will not be reduced by the amount of any claim unless **we** give written notice to the contrary.

Section 3 - Extra Protection

See definitions Page 7 and Page 8

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

A Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p>	
<p>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, pedal cycles and other portable personal effects up to a limit of £1,500 any one item.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Any loss or damage to contact or corneal lenses. • Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. • Documents or securities. • Household goods, foodstuffs and domestic appliances. • Property more specifically insured. • Sports equipment whilst in use. • Equipment used for winter sports, water sports and camping. • Collections of stamps, coins and medals. • Televisions, audio and audio visual equipment. • Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle. • Tools or instruments used or held for business or professional purposes. • Loss listed under What is not insured by Section 3.
<p>b Personal money and credit cards. Loss of money belonging to you or your family up to £750 any one loss. Money comprising personal money held for private purposes by you or your family including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Depreciation in the value of money. • Loss of money caused by accounting errors or omissions. • Loss of money not reported to the police within 24 hours of discovery of loss. • Loss of money held for business or professional purposes. • Loss listed under What is not insured by Section 3.

Your liability under the terms of the personal **credit cards** including cheque, debit, charge or cash cards, issued in the British Isles to **you** or **your family**, up to a maximum of £1,000 any one loss.

- The **excess** shown in the certificate.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Losses not reported to the police within 24 hours of discovery of loss.
- Any loss as a result of unauthorised use by a member of **your family** or a person residing with you.
- Loss listed under What is not insured by Section 3.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

B Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the Appendix to Section 3 in the certificate	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage listed under What is not insured by Section 3. • Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. • Sports equipment whilst in use. • Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

Section 3 – Basis of Claims Settlement

- We** will pay up to the sum insured (subject to any limits) shown in **your** certificate for the cost of replacing as new (or at **our** option **we** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.
- In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
- In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **we** will pay for any one loss is £75 in respect of these items.
- Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- In respect of articles specified in section 3B in the event of the sum insured being insufficient to cover the full value of the article **we** reserve the right to reduce the amount of any claim payment.

What is not insured by Section 3

- a Electrical, electronic or mechanical breakdown or derangement.
- b Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- c Damage to watches and clocks caused by overwinding.
- d Loss of or damage:
 - i by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
 - ii to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
 - iii arising from confiscation or detention by customs or other officials;
 - iv to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
 - v caused by domestic pets.
- e Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- f Theft of unattended **pedal cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- g Loss or damage
 - i To any **pedal cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
 - ii To tyres and accessories of any **pedal cycles** unless the **pedal cycles** is lost or damaged at the same time.

Section 4 - Family Legal Expenses Insurance

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

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

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use a legal representative of **your** own choice **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

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

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
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.	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.

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 0344 770 1040 and quote "Rentguard Insurance **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.

Data Protection Act

Your details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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 0344 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 Inter Partner Assistance 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.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998

Privacy Notice

The following applies to sections 1, 2 and 3 of this policy.

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

You should show this notice to anyone else **insured** or proposed to be **insured** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people **insured** under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

We may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

We use a number of service providers to support us, including companies who may be based outside Europe.

You can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on the next page.

Preventing and detecting crime

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or **money** transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about you. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on the next page; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit insurancedatabases.co.uk. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

Marketing

We may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Security

We will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** email system. **Our** email system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

Reinsurance use

We also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this. If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Policy Conditions

1 Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

3 Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

4 Changes in circumstances

You must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the certificate are not adequate.
- e A change in occupancy or use of the **home** address.

5 Cancellation

We may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy. **You** may cancel this policy by giving **us** 21 days notice. Providing **you** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **you** may be entitled to a refund of premium for the unexpired period of insurance.

6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund any premium **you** have paid. If a claim has been paid or an incident has occurred which may give rise to a claim **we** will make a charge amounting to 20% of the annual premium.

7 Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

8 Arbitration

Where **we** have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

9 Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

11 Company's rights after a claim

We or **our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

12 Payment of Premium

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

Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

13 Payment of Claims

In the event of a claim being made under this policy and the premium is being paid under Creditplan **we** may deduct from any settlement any outstanding premium payment. The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **our** maximum liability shall not thereby be increased above the amount that would have been payable if **you** were the only person or entity that was entitled to contractual rights under the policy. Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **we** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

14 Law Applicable to the Policy

You and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply

General Policy Exclusions

What is not insured by this policy

- 1 Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
 - a ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
 - b war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
 - c pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2 Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
- 3 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
- 4 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5
 - a Direct or indirect loss, damage, derangement or malfunction of any **insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - ii computer viruses.
 - b Legal expenses or legal benefits or liability arising from
(a) above.

Except

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **buildings** and section 2 **contents** of this policy.

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(M).
- 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

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 **TENANTS CONTENTS INSURANCE**
OWNER OCCUPIER INSURANCE **TENANT REFERENCING SERVICES**
BUILDINGS & CONTENTS INSURANCE **LEGAL EXPENSES & RENT GUARANTEE**
COMMERCIAL PROPERTY INSURANCE **REFERENCE PLUS**

Rentguard Ltd is authorised and regulated by the Financial Conduct Authority
No. 670126

