

# POLICY TERMS & CONDITIONS



## TENANTS CONTENTS INSURANCE

WITH ACCIDENTAL DAMAGE COVER

# RENTGUARD

## Introduction

Thank you for choosing RENTGUARD Insurance. This is your Tenants Contents Insurance Policy, setting out your insurance protection in detail.

Your premium has been based upon the information shown in the Policy schedule and recorded in your statement of fact.

If You have any questions, please contact us on 0208 587 1060.

**RENTGUARD** is a trading name of RGA GROUP Ltd, **authorised and regulated by the Financial Services Authority**. This can be checked on the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

We adhere to the Codes of Practice of the Association of British Insurers (ABI), and the Financial Ombudsman Service. Your personal details and information provided are also covered by the Data Protection Act.

This insurance has been arranged by RENTGUARD (RGA) and underwritten by AXA Insurance UK plc.

AXA Insurance UK plc is part of the AXA Group, one of the world's largest insurers, with more than 50 million customers worldwide. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

This product meets the demands and needs of Tenants who wish to protect their personal contents against a range of events such as fire, theft, and weather related losses throughout the duration of the Policy.

## Tenants Contents- Insurance Policy

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## Your Policy

Welcome to Your Tenants Contents Insurance Policy and thank you for choosing RENTGUARD Insurance

The information You have supplied forms part of the contract of insurance with Us Your Policy is evidence of that contract You should read it carefully and keep it in a safe place

In return for having accepted Your premium We will in the event of injury loss or damage happening within the Period of Insurance provide insurance as described in the following pages and referred to in Your Schedule

If after reading these documents You have any questions please contact Your Insurance Adviser

### Important

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We recommend that You read this Policy in conjunction with Your Schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Your Insurance Adviser

Your attention is drawn to the Complaints procedure (Making Yourself Heard) on page 26

### The Law applicable to this Policy

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You are free to choose the law applicable to this Policy Your Policy will be governed by the law of England and Wales unless You and We have agreed otherwise

## Important Telephone Numbers

Claim Notification Line In the event of a claim telephone us on this number	0870 165 1090	If <b>You</b> need to make a claim, <b>We</b> tell <b>You</b> the process to follow. <b>You</b> should also read the Claim Conditions. Please read the conditions and process before ringing the Claims Line  The conditions and process to follow can be found on pages 8 and 9
Emergency Helpline	0870 241 8178	

In order to maintain quality service telephone calls may be monitored or recorded.

## Definitions

Where **We** explain what a word means that word will have the same meaning wherever it is used in the **Policy** or Schedule

These words are highlighted by the use of **bold print** and start with a capital letter

### **RENTGUARD**

Rentguard Ltd is an independent insurance intermediary arranging this insurance which is underwritten by AXA Insurance UK plc

### **Buildings**

The structure of the **Home** including landlord's fixtures and fittings and the following if they form part of the property oil and gas tanks cesspits permanent swimming pools tennis hard courts walls gates fences hedges terraces patios drives paths car ports garages and **Outbuildings**

### **Company/Our/Us/We**

AXA Insurance UK plc

### **Domestic Staff**

A person employed to carry out domestic duties associated with the **Home** and not employed by **You** in any capacity in connection with any business trade profession or employment

### **Endorsement(s)**

A change to the terms of the **Policy** as shown under **Endorsements** in the Schedule

### **Excess**

The amount **You** are required to pay as the first part of each and every claim made

### **Family/They**

**Your** domestic partner children **Domestic Staff** and any other person all permanently residing with **You** and not paying a commercial rent

### **Home**

The Private Residence shown in the Schedule including its garages and **Outbuildings** if they form part of the property

### **Insured/You/Your**

The person or persons named in the Schedule as the Policyholder

### **Outbuildings**

- sheds
- greenhouses
- summer houses
- other buildings

which do not form part of the structure of the main building of the **Home** and are used or occupied for domestic purposes

### **Period of Insurance**

The dates shown in the Schedule

### **Policy**

**Your Policy** booklet and most recent Schedule and any **Endorsements** attached or issued

### **Unfurnished**

Without sufficient furniture and furnishings for normal living purposes

### **Unoccupied**

Not lived in by **You** or **Your Family** for more than 30 consecutive days or occupied by squatters

**Your Policy** is designed to help **You** understand the extent of cover provided.

**You** will find on many pages these headings:

What is covered	What is not covered
These sections are printed on a light purple background and give detailed information on the insurance provided and must be read with <b>What is not covered</b> at all times.	These sections shown on a dark purple background draw <b>Your</b> attention to what is not included in the scope of <b>Your Policy</b> .

## General Conditions

**You** and **Your Family** must comply with the following conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment

### Keeping Your sums insured at the correct level

**You** must at all times keep the sums insured at a level which represents the full value of the property insured

Full value means:

The current cost as new (other than for clothes furs and household linen)

For clothes furs and household linen the current cost as new less an appropriate allowance for wear and tear

### Changes in Your circumstances

**You** must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address
- structural alteration to **Your Home**
- if **Your Home** will be **Unoccupied**
- if **You** or **Your Family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences
- if **You** or **Your Family** intend to sub-let **Your Home**
- if **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes

**We** will then advise **You** of any change in terms

If **You** are in any doubt please ask **Your** Insurance Adviser

### Taking care of Your property

**You** and **Your Family** must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage

**You** must maintain the property insured in good repair

### Precious Stones

The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately

### Cancellation

#### **Our Rights**

**We** shall not be bound to accept any renewal of this **Policy** and may at any time give 7 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:

- no claims made under the **Policy** for which **We** have made a Payment
- no claims made under the **Policy** which are still under consideration
- 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 rights or claims of the Insured or the **Company** prior to the expiration of such notice

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

#### **Your Rights**

**You** may cancel **Your Policy** at any stage during the **Policy** term

**You** are entitled to a period of 14 days in which to consider the content of **Your** insurance **Policy** and the extent of cover therein Cancellation of **Your Policy** within 14 days is therefore subject to a full refund Provided that there have been:

- no claims made under the **Policy** for which **We** have made a Payment
- no claims made under the **Policy** which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to **Us**

Cancellation after 14 days will be refunded pro rata less 15% of the total premium

If there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance** **We** will calculate the premium for the period **You** have been insured and refund any balance

If a claim has been submitted during the current **Period of Insurance** no premium refund will be given

### Premiums paid and up to date

If the premium is paid under a monthly instalment plan and a claim has been settled during the current **Period of Insurance** **You** must continue with the instalment payments Alternatively the outstanding instalments will be deducted from any claim payment that may be due to **You**

## Claims Conditions

**You** and **Your Family** must comply with the following claims conditions to have the full protection of **Your Policy**

If **You/They** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment

### Claims Procedure

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If **You** wish to make a claim or if something happens which may lead to a claim **You** must notify RENTGUARD as soon as possible

If there has been malicious damage theft or attempted theft **You** must also tell the police immediately and obtain a crime or lost property reference number

**You** will be required to complete the claim form we supply and return it to us within 30 days of the incident with all the supporting documents and proofs we require for example written estimates

If **You** receive a writ summons or other legal process regarding a claim under the **Policy You** must send it immediately to **Us**

**You** must give **Us** all the help and information necessary to settle or resist a claim against **You** or to help **Us** take action against someone else

If the above procedure is not followed **You** will break a Condition of the **Policy** and **We** may not meet **Your** claim

### Control of Claims

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Do not admit deny negotiate or settle a claim without **Our** written consent However **You** should make emergency/temporary repairs to the Property to prevent further Damage

### Our Special Rights

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**We** may enter any part of the Property affected by a claim and take possession of it

**You** cannot abandon the Property to **Us We** may in **Your** name and on **Your** behalf take complete control of legal action

**We** may take legal action in **Your** name against any other person to recover any payment **We** have made under the **Policy We** will do this at **Our** expense

### Contribution

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

### Arbitration

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If **We** admit liability for a claim but **You** cannot agree with **Us** the amount to be paid the disagreement will be referred to an arbitrator appointed jointly by **You** and **Us** in accordance with the law in force at the time **You** will not be able to take action in law against **Us** over this disagreement until the arbitrator has made his award

### Fraud

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If a claim is fraudulent in any respect or if fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any Damage is caused by **Your** wilful act or with **Your** connivance all benefit under the **Policy** will be forfeited

## How We Settle Claims

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### Contents and Personal Possessions Sections

**We** will at **Our** option repair reinstate or replace the lost or damaged property Where property cannot be replaced or repaired **We** may at **Our** option pay in cash the amount of the loss or damage If **We** do pay cash the sum payable will reflect any discounts **We** may have received had **We** replaced the property The Sums Insured will not be reduced by any claim

An approved supplier may be appointed where appropriate to act on **Our** behalf to further validate **Your** claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate

### Matching sets suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item **We** will pay **You** for individual damaged items but not for undamaged companion pieces Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms

### Will a deduction be made for wear and tear?

**Contents** – There will be a deduction for clothes furs and household linen There will be no deduction for all other **Contents** provided they have been maintained in good repair and the Sum Insured represents the full value of the property (see General Conditions on page 6)

## General Exclusions

These exclusions apply throughout **Your Policy**

### We will not pay for

#### **Riot/Civil Commotion**

any loss damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands

#### **Sonic Bangs**

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

#### **Reduction in Market Value**

any reduction in market value of any property following its repair or reinstatement

#### **Confiscation**

any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities

**The exclusions above do not apply to the following covers:**

LIABILITY TO **Domestic Staff**

TENANT'S LIABILITY

LIABILITY TO THE PUBLIC

#### **Radioactive Contamination**

1. loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss
2. any legal liability

directly or indirectly caused by or contributed to by or arising from:

- ionising radiations or contamination by radioactivity from any irradiated 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 of its nuclear component

### **War Risks**

any loss or damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

### **Terrorism**

any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto

For the purposes of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force 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 However losses caused by or resulting from riot riot attending a strike civil commotion and malicious damage are not excluded hereunder

### **Pollution/Contamination**

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

- a sudden and unforeseen and identifiable incident
- leakage of oil from a domestic oil installation at **Your Home**

## Date Change

1. loss or damage to any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software programme or process or any other electrical or electronic system directly or indirectly caused by:
  - failure to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all
  - computer viruses
2. legal liability directly or indirectly arising from:
  - any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software programme or process or any other electrical or electronic system failing to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all
  - computer viruses

Subsequent loss or damage or legal liability for which cover is in force under this **Policy** is not affected

## Inflation Protection

To help protect **You** against the effect of inflation the Sums Insured under **Contents** and Personal Possessions will be adjusted at the end of each month by the percentage increases in the following indices:

### Contents/Personal Possessions

The Consumer Durables section of the Retail Price index compiled by the Office for National Statistics

If an index becomes unavailable **We** will use a suitable alternative index

**We** will not reduce the sums insured or monetary limits if an index should fall

The premium at renewal for the next **Period of Insurance** will be based on any increased sum insured

Although **You** have the benefit of Inflation Protection **You** should not rely on this alone to keep the **Contents** and Personal Possessions Sums Insured at the correct level

It is a condition to insure for the correct sum (see page 6)

## Contents Standard Cover

**Your** Schedule will show if this section is in force. Inflation protection applies (see page 11).

What is covered	What is not covered
<p>All of the following things are included provided that they belong to <b>You</b> or <b>Your Family</b> or <b>You</b> or <b>They</b> are legally responsible for them and they are mainly used for private purposes</p> <p><b>Household Goods</b></p> <p>this includes tenants' fixtures fittings and interior decorations</p> <p><b>Personal Effects</b></p> <p>this means clothes and articles of a strictly personal nature likely to be worn used or carried and also portable radios portable TVs sports equipment and pedal cycles It does not include <b>Valuables</b> or <b>Money</b></p> <p><b>Valuables</b></p> <p>this means jewellery (including costume jewellery) articles of or containing gold silver or other precious metals cameras (which includes video cameras and camcorders) binoculars watches furs paintings and other works of art collections of stamps coins and medals</p> <p><b>Money</b></p> <p>this means coins bank notes in current use postal orders postage stamps which are not part of a collection trading stamps premium bonds saving stamps or certificates luncheon vouchers record book or similar tokens Money orders travel tickets including season tickets petrol coupons gift tokens phonecards pre-booked event and entertainment tickets and electronic Money cards</p>	<p>a) Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles children's motorcycles children's motor cars quad bikes and children's quad bikes) but lawnmowers garden implements wheelchairs models and toys are covered</p> <p>b) Parts accessories tools fitted radios cassette players and compact disc players for the things in (a) above</p> <p>c) Any living creature</p> <p>d) Property more specifically insured by any other insurance</p> <p>e) Documents other than as shown in cover 20</p> <p>f) Lottery tickets and raffle tickets</p> <p>g) Any part of the structure of the <b>Buildings</b> other than fixtures and fittings for which <b>You</b> are responsible as occupier</p> <p>h) Property mainly used for business trade profession or employment purposes</p>

## What is the most We will pay?

**We** will not pay more in total than the Sum Insured for **Contents** shown in **Your Policy** Schedule for any one claim under causes 1-11 and covers 12-18 20 22-24 29 and 30 **We** will pay in addition amounts due under cover 19 21 and 25-28 up to the limits shown

The following limits apply:

- for any one **Valuable** - £1,000 - Receipts must be supplied for all items valued at £500 or over
- for any one claim for **Valuables** - one third of the **Contents** Sum Insured
- for **Money** - £250

These are the standard limits if **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** Schedule

What is covered	What is not covered
<p>Loss or damage to <b>Your</b> or <b>Your Family's Contents</b> while they are in the <b>Home</b> by following causes:</p> <ol style="list-style-type: none"> <li>1. Fire smoke explosion lightning earthquake</li> <li>2. Storm or flood Storms normally means very windy conditions accompanied by heavy rain hail or snow Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity</li> <li>3. Theft or attempted theft Minimum security precautions <b>Endorsement</b> may apply – see schedule</li> <li>4. Escape of water from:             <ol style="list-style-type: none"> <li>i. a fixed:                 <ol style="list-style-type: none"> <li>a) water installation</li> <li>b) drainage installation</li> <li>c) heating installation</li> </ol> </li> <li>ii. washing machine dishwasher water bed refrigerator or deep freeze cabinet</li> </ol> </li> </ol>	<p>The amount of the <b>Excess</b> shown in the Schedule except for covers 25 26 and 27</p> <ol style="list-style-type: none"> <li>1. Smoke damage arising gradually or out of repeated exposure</li> <li>2. Loss or damage by frost Loss or damage to property in the open Loss or damage caused by rising ground water levels</li> <li>3. a) Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> b) loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectible irrecoverable or irredeemable for any reason <b>We</b> will not pay for the following unless there has been forcible and violent entry to or exit from the <b>Home</b>: c) loss or damage from the <b>Home</b> if any part of it is occupied by anyone but <b>You</b> or <b>Your Family</b> d) loss or damage from any part of the <b>Home</b> which is used for any business trade profession or employment purposes</li> <li>4. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> Damage caused by the escape of water is covered but damage to the installation is only covered if an insured cause or cover is operative</li> </ol>

What is covered	What is not covered
5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation	5. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative
6. Malicious persons or vandals Minimum security precautions <b>Endorsement</b> may apply – see Schedule	6. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> <b>We</b> will not pay for the following unless there has been forcible and violent entry to or exit from the <b>Home</b> : c) loss or damage from the <b>Home</b> if any part of it is occupied by anyone but <b>You</b> or <b>Your Family</b> d) loss or damage from any part of the <b>Home</b> which is used for any business trade profession or employment purposes
7. Riot civil commotion strikes labour and political disturbances	8. Loss or damage resulting from coastal or river bank erosion
8. Subsidence or ground heave of the site on which the <b>Buildings</b> stand or landslip	9. Loss or damage caused by: a) domestic pets b) insects
9. Collision by: i aircraft ii aerial devices iii road or rail vehicles iv animals	10. a) The cost of removal of the fallen tree or branch b) loss or damage caused during tree felling lopping or topping
10. Falling trees or branches	11. Loss or damage to the items themselves Cover for items in or on the <b>Home</b> may be covered – see cover 12 on the following page
11. Breakage or collapse of i. satellite dishes (maximum limit £500) ii. TV or radio aerials aerial fittings or masts iii. lampposts iv. telegraph poles v. electricity pylons poles or overhead cables	

What is covered	What is not covered
<b>The following covers are included in this section</b>	
12. HOME ENTERTAINMENT EQUIPMENT Accidental damage to: i. television sets and their aerials ii. radios iii. record players compact disc players and tape recorders iv. video recorders v. DVD players vi. home computers vii. cable/satellite/digital television receivers	12. a) Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers portable compact disc players portable televisions b) mechanical or electrical breakdown or failure c) damage to records discs cassettes and tapes d) accidental damage or contamination to computers or computer equipment by: i. erasure or distortion of data ii. accidental erasure or mislaying or misfiling of documents or records iii. viruses e) damage caused by or in the process of cleaning maintenance repair dismantling or altering f) loss arising from the cost of remaking any film disc or tape or the value of any information contained on it g) damage to equipment not in or on the <b>Home</b> h) loss or damage by chewing scratching tearing or fouling by domestic pets i) damage caused by wear and tear j) damage caused by rot fungus insects or vermin k) damage caused by the action of light or any atmospheric or climatic condition l) damage caused by any gradually operating cause
13. MIRRORS AND GLASS Accidental breakage of: i mirrors ii fixed glass in and glass tops of furniture iii ceramic hobs and ceramic tops of cookers iv glass oven doors	13. a) Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> b) loss or damage to <b>Your</b> or <b>Your Family's Contents</b> while they are not in the <b>Home</b>

What is covered	What is not covered
<p>14. REPLACEMENT OF LOCKS</p> <p><b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>i external doors and windows of the <b>Home</b></li> <li>ii a safe within or an alarm protecting the <b>Home</b></li> </ul> <p>following the theft of keys</p> <p><b>We</b> will not pay more than £250 for any one claim</p> <p>15. CREDIT CARD LIABILITY</p> <p><b>You</b> or <b>Your Family's</b> liability under the terms of any credit card cheque card or cash dispenser card agreement as a direct result of its theft from the <b>Home</b> and following its unauthorised use by any person not related to or residing with <b>You</b></p> <p><b>We</b> will not pay any more than £250 for any one claim</p> <p><i>Do not forget to immediately inform the Police and issuing authorities in the event of a loss</i></p> <p>16. ACCIDENTAL LOSS OF OIL AND METERED WATER</p> <p><b>We</b> will pay for accidental loss of domestic heating oil and metered water <b>We</b> will not pay more than £250 for any one claim</p> <p>17. <b>Contents</b> REMOVED TO THE GARDEN</p> <p>Loss or damage by causes 1-11 to <b>Contents</b> while in the open within the boundaries of the land belonging to the <b>Home</b></p> <p><b>We</b> will not pay more than £250 for any one claim</p>	<p>14. The cost of replacing keys and locks to a garage or <b>Outbuilding</b></p> <p>15. Any loss unless:</p> <ul style="list-style-type: none"> <li>a) <b>You</b> or <b>Your Family</b> have complied with the terms and conditions of the issuing authority</li> <li>b) Any loss or claim due to accounting errors or omissions</li> </ul> <p>16. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b></p> <p>17. Loss or damage to:</p> <ul style="list-style-type: none"> <li>a) <b>Valuables</b> or <b>Money</b></li> <li>b) plants and trees</li> </ul>

What is covered	What is not covered
<p>18. TEMPORARY REMOVAL</p> <p>Loss or damage by causes 1-11 to the <b>Contents</b> temporarily removed from the <b>Home</b> to:</p> <ul style="list-style-type: none"> <li>i. any bank or safe deposit</li> <li>ii. any occupied private dwelling</li> <li>iii. any building where <b>You</b> or <b>Your Family</b> are working or temporarily residing while: <ul style="list-style-type: none"> <li>1) anywhere in Europe Jordan Madeira the Canary and Mediterranean islands and those countries bordering the Mediterranean or</li> <li>2) anywhere in the world for up to 60 days during any <b>Period of Insurance</b></li> </ul> </li> </ul> <p><b>We</b> provide insurance protection for <b>Contents</b> in the <b>Home</b> during normal periods of unoccupancy for example when <b>You</b> are on holiday</p> <p><i>However if <b>You</b> are going away for 30 consecutive days or more if the <b>Home</b> is to be vacated please tell <b>Us</b> as this will affect the terms of <b>Your Policy</b></i></p> <p>19. ALTERNATIVE ACCOMMODATION</p> <p>While the <b>Home</b> cannot be lived in because of loss or damage covered by this <b>Policy</b> <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>i. rent payable for which <b>You</b> are legally liable or</li> <li>ii. the reasonable increased cost of alternative accommodation for <b>You</b> and <b>Your Family</b> and <b>Your</b> domestic pets</li> </ul> <p><b>We</b> will not pay more than 20% of the sum insured for <b>Contents</b> for any one claim</p> <p>20. DOCUMENTS</p> <p>Loss or damage by causes 1-11 to documents (other than <b>Money</b>) whilst:</p> <ul style="list-style-type: none"> <li>i. within the main building of the <b>Home</b> or</li> <li>ii. deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world</li> </ul> <p><b>We</b> will not pay more than £250 for any one claim</p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"> <li>a) by theft unless it involves forcible and violent entry to or exit from a building</li> <li>b) from a caravan mobile home or motor home</li> <li>c) outside the United Kingdom the Isle or Man or the Channel Islands by riot civil commotion strikes labour and political disturbances or malicious persons</li> </ul> <p>20. a) Property more specifically insured by any other insurance</p> <p>b) property mainly used for business trade profession or employment purposes</p>

What is covered	What is not covered
<p>21. AUTOMATIC INCREASE IN SUM INSURED FOR GIFTS AND PROVISIONS</p> <p>The <b>Contents</b> sum insured is automatically increased for gifts and provisions:</p> <ol style="list-style-type: none"> <li>during the months of November and December</li> <li>during the period 30 days before and 30 days after <b>Your</b> or <b>Your Family's</b> wedding</li> </ol> <p><b>We</b> will not pay more than 10% of the sum insured for <b>Contents</b> for any one claim</p>	
<p>22. VISITOR'S PERSONAL EFFECTS</p> <p>Loss or damage by causes 1-11 to visitor's Personal Effects whilst contained within the <b>Home</b></p> <p><b>We</b> will not pay more than £250 for each visitor for any one claim</p>	<p>22. Loss or damage specifically excluded under <b>Contents</b> Standard Cover</p>
<p>23. DOMESTIC STAFF'S PERSONAL EFFECTS</p> <p>Loss or damage by causes 1-11 to <b>Domestic Staff's</b> Personal Effects contained within the <b>Home</b></p> <p><b>We</b> will not pay more than £250 for each member of <b>Domestic Staff</b> for any one claim</p>	<p>23. Loss or damage specifically excluded under <b>Contents</b> Standard Cover</p>
<p>24. FROZEN FOOD</p> <p>Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:</p> <ol style="list-style-type: none"> <li>a change in temperature</li> <li>contamination by refrigerant fumes</li> </ol> <p>The refrigerator or deep freeze cabinet must be:</p> <ol style="list-style-type: none"> <li>in the <b>Home</b></li> <li>owned by or the responsibility of <b>You</b> or <b>Your Family</b></li> </ol>	<p>24. Loss or damage resulting from:</p> <ol style="list-style-type: none"> <li>the deliberate act of <b>You</b> or <b>Your Family</b> or any electricity supplier</li> <li>strike lock-out or industrial dispute</li> <li>property more specifically insured by any other insurance</li> <li>property mainly used for business trade profession or employment services</li> </ol>
<p>25. LIABILITY TO <b>Domestic Staff</b></p> <p>Any amount that <b>You</b> or <b>Your Family</b> become legally liable to pay as compensation (including claimant's costs and expenses) for death bodily injury or illness of any <b>Domestic Staff</b> within the United Kingdom the Channel Islands and the Isle of Man</p> <p><b>We</b> will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by <b>Us</b> in writing) for any claim or series of claims arising from any one event or one source or original cause</p>	<p>25. <b>You</b> or <b>Your Family's</b> legal liability to pay compensation or costs arising from bodily injury (including death) sustained by any <b>Domestic Staff</b> when <b>Domestic Staff</b> are:</p> <ol style="list-style-type: none"> <li>carried in or upon a vehicle or</li> <li>entering or getting on to or alighting from a vehicle</li> </ol> <p>where such bodily injury or illness (including death) is caused by or arises out of the use by <b>You</b> or <b>Your Family</b> of a vehicle</p> <p>For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation</p>

What is covered	What is not covered
<p>26. TENANT'S LIABILITY</p> <p>(applicable if the <b>Home</b> is rented)</p> <p>Any amount that <b>You</b> or <b>Your Family</b> become legally liable to pay as tenant of the <b>Home</b> in respect of:</p> <ol style="list-style-type: none"> <li>damage to the <b>Buildings</b> by any cause specified under Contents Standard Cover of this <b>Policy</b></li> <li>accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from the <b>Home</b></li> <li>accidental breakage of: <ol style="list-style-type: none"> <li>fixed glass in: <ul style="list-style-type: none"> <li>windows</li> <li>doors</li> <li>fanlights</li> <li>skylights</li> <li>greenhouses</li> <li>conservatories</li> <li>verandahs</li> </ul> </li> <li>fixed ceramic hobs or hob covers</li> <li>fixed sanitaryware and bathroom fittings</li> </ol> </li> </ol> <p><b>We</b> will not pay more than 10% of the Sum Insured for <b>Contents</b> for any claim or series of claims arising from any one event or one source or original cause</p>	<p>26. Loss or damage to gates hedges and fences</p>

What is covered	What is not covered
<p>27. LIABILITY TO THE PUBLIC</p> <p>Any amount that <b>You or Your Family</b> become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:</p> <p>i. death bodily injury or illness of any person not an employee of either <b>You or Your Family</b></p> <p>ii. damage to property not belonging to or in the custody or control of <b>You or Your Family or Domestic Staff</b></p> <p>and arising from:</p> <p>1) the occupation of the <b>Home</b> (but not its ownership) or</p> <p>2) the private pursuits of <b>You or Your Family</b> or</p> <p>3) the employment by <b>You or Your Family</b> of <b>Domestic Staff</b></p> <p><b>We</b> will not pay more than £2,000,000 (which includes costs and expenses agreed by <b>Us</b> in writing) for any claim or series of claims arising from any one event or one source or original cause</p>	<p>27. Legal liability to pay compensation or costs arising from:</p> <p>a) any business trade profession or employment</p> <p>b) the transmission of any communicable disease or virus</p> <p>c) the ownership possession or use of any mechanically propelled vehicle (which includes motor cycles children's motor cycles children's motor cars quad bikes and children's quad bikes) but <b>We</b> will cover liability arising from the ownership possession or use of lawn mowers garden implements wheelchairs and models</p> <p>d) the ownership possession or use of watercraft (which includes sailboards and windsurfers) aircraft caravans and trailers but <b>We</b> will cover liability arising from the ownership possession or use of models toys any hand or foot propelled watercraft under 5 metres in length and surfboards</p> <p>e) the ownership possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable)</p> <p>f) any action for damages brought in a court outside the United Kingdom The Channel Islands or Isle of Man</p>
<p>28. UNRECOVERED DAMAGES</p> <p><b>We</b> will pay the amount of any award of damages made in <b>Your or Your Family's</b> favour which:</p> <p>i. is in respect of death bodily injury or illness or damage to property of such nature that <b>You or Your Family</b> would have been entitled to indemnity under LIABILITY TO THE PUBLIC had <b>You or Your Family</b> been responsible for the injury or damage and</p> <p>ii. is made by a court within the United Kingdom Isle of Man or Channel Islands and</p> <p>iii. is still outstanding six months after the date on which it is made and</p> <p>iv. is not the subject of an appeal</p> <p><b>We</b> will not pay more than £1,000,000 in respect of any one award</p>	

## Contents Additional Cover

Your Schedule will show if this extension has been chosen

What is covered	What is not covered
<p>29. Accidental loss or damage to <b>Contents</b> whilst in the <b>Home</b></p>	<p>29. i. Any loss or damage specifically excluded under <b>Contents</b> Standard Cover</p> <p>ii. Accidental loss or damage:</p> <p>a) by mechanical or electrical breakdown or failure</p> <p>b) arising from the cost of remaking any film disc or tape or the value of any information contained on it</p> <p>c) caused by or in the process of cleaning maintenance repair dismantling restoring altering dyeing or washing</p> <p>d) by chewing scratching tearing or fouling by domestic pets</p> <p>e) by wear and tear</p> <p>f) by rot fungus insects or vermin</p> <p>g) by the action of light or any atmospheric or climatic condition</p> <p>h) by any gradually operating cause</p> <p>i) to contact lenses</p> <p>j) to food drink or plants</p> <p>k) specifically provided for under <b>Contents</b> Standard Cover</p> <p>l) to computers or computer equipment:</p> <p>i. by erasure or distortion of data</p> <p>ii. by accidental erasure or mislaying or misfiling of documents or records</p> <p>iii. by viruses</p> <p>iv. by contamination</p> <p>m) arising from depreciation in value or consequential loss</p> <p>n) while the <b>Home</b> is <b>Unoccupied or Unfurnished</b></p>
<p>30. HOUSE REMOVAL</p> <p>Accidental loss or damage to <b>Contents</b> whilst in the course of removal by professional removal contractors from the <b>Home</b> to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.</p>	<p>30. Accidental loss or damage:</p> <p>a) to <b>Money</b></p> <p>b) to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors</p> <p>c) to jewellery</p> <p>d) during sea transit</p> <p>e) whilst the <b>Contents</b> are in storage</p> <p>f) by mechanical or electrical breakdown or failure.</p>

## Personal Possessions

**Your** Schedule will show if this section is in force. Inflation protection applies (see page 11).

### What are Personal Possessions?

All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **They** are legally responsible for them and they are mainly used for private purposes

### Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn used or carried and also portable radios portable compact disc players portable televisions sports equipment and pedal cycles It does not include **Valuables** or **Money**

### Valuables

This means jewellery (including costume jewellery) articles of or containing gold silver or other precious metals cameras (which includes video cameras and camcorders) binoculars watches furs paintings and other works of art collections of stamps coins and medals

### Money

This means coins and bank notes in current use cheques postal orders postage stamps which are not part of a collection trading stamps premium bonds saving stamps or certificates luncheon vouchers record book or similar tokens Money orders travel tickets including season tickets petrol coupons gift tokens phonecards pre-booked event and entertainment tickets and electronic Money cards

If a reduced premium rate applies for items permanently kept in **Your** bank **We** must be notified of their removal otherwise no cover will be operative

### What is the most We will pay?

**We** will not pay more than the Sum Insured shown in total for Personal Possessions in **Your Policy** for any one claim

NB: The Sum Insured for Personal Possessions is included within the Sum Insured for **Contents** Standard Cover and is not in addition to it

The following limits apply:

for **Money** - £250

for credit cards - £250

for any one

pedal cycle - £250

for any one

unspecified article - £1,000

These are the standard limits If **You** have increased any of them the revised limits which apply to **Your Policy** will be shown in **Your** Schedule

What is covered	What is not covered
<p>1. Loss or damage to <b>Valuables Money</b> and <b>Personal Effects</b> belonging to <b>You</b> or <b>Your Family</b> whilst:</p> <p>i. anywhere in Europe Jordan Madeira the Canary and/or Mediterranean islands and those countries bordering the Mediterranean or</p> <p>ii. anywhere in the world for up to 60 days during any <b>Period of Insurance</b></p>	<p>1. The amount of the <b>Excess</b> shown in the Schedule</p> <p>Loss or damage:</p> <p>a) arising from the cost of remaking any film disc or tape or the value of any information contained on it</p> <p>b) caused by or in the process of cleaning dyeing washing maintenance repair dismantling restoring or altering</p> <p>c) caused by chewing scratching tearing or fouling by domestic pets</p> <p>d) caused by rot fungus insects or vermin</p> <p>e) caused by any gradually operating cause or wear and tear</p> <p>f) caused by theft or attempted theft from an unattended motor vehicle unless the item(s) are concealed from view all windows are closed and all doors including the boot are locked</p> <p>g) to items not in the care custody or control of <b>You</b> or <b>Your Family</b> or an authorised person</p> <p>h) caused by theft or attempted theft from an unlocked hotel room</p> <p>i) by depreciation in value or consequential loss</p> <p>j) by mechanical or electrical breakdown or failure</p> <p>k) to watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles children's motor cycles children's motor cars quad bikes and children's quad bikes) but lawn mowers garden implements wheelchairs models and toys are covered</p> <p>l) to parts accessories tools and fitted radios cassette players and compact disc players for the things excluded in (k) above</p> <p>m) by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle</p> <p>n) to any property mainly used for business trade profession or employment purpose</p> <p>o) to plants or any living creature</p> <p>p) to documents</p> <p>q) to contact lenses</p> <p><i>(continued on next page)</i></p>

What is covered	What is not covered
<p>2. <b>You or Your Family's</b> liability under the terms of any credit card or cash dispenser card agreement as a direct result of its unauthorised use by any person not related to or residing with <b>You or Your Family</b></p>	<p>r) where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable irrecoverable or irredeemable for any reason</p> <p>s) specifically provided for elsewhere in this <b>Policy</b></p> <p>t) to computers or computer equipment</p> <p>i. by erasure or distortion of data</p> <p>ii. by accidental erasure or mislaying or misfiling of documents or records</p> <p>iii. by viruses</p> <p>iv. by contamination</p> <p>u) while the <b>Home</b> is left <b>Unoccupied or Unfurnished</b></p> <p>v) to property more specifically insured by any other insurance</p> <p>w) to lottery tickets and raffle tickets</p> <p>2. Any loss or claim:</p> <p>a) unless <b>You and Your Family</b> have complied with the terms and conditions of the issuing authority</p> <p>b) due to accounting errors or omissions</p>

## Personal Accident

If **Your** Schedule shows **You** have **Contents** cover this cover is automatically in force

What is covered	What is not covered
<p>If <b>You or Your</b> domestic partner living with <b>You</b> suffers accidental injury within the United Kingdom the Channel Islands or the Isle of Man as a result of:</p> <p>i. accident assault or fire in the <b>Home</b></p> <p>ii. an accident whilst travelling as a passenger on a public service vehicle</p> <p>iii. assault in the street</p> <p>during the <b>Period of Insurance</b> which proves fatal within 12 months of its occurrence <b>We</b> will pay £5,000 to the deceased's legal personal representative(s)</p>	<p><b>We</b> will not pay where:</p> <p>a) the person is over the age of 75 years</p> <p>b) the incident is not reported to <b>Us</b> within 14 days of death</p>

## Endorsements, Special Terms and Conditions

The following clauses apply only if they are mentioned in the schedule.

### 1. Alarm Clause

This insurance does not cover theft when **You** have left the premises without an authorised occupant, or at night unless:

- at all such times the intruder alarm has been put into full and effective operation, and
- the intruder alarm is kept in good working order throughout the **Period of Insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

### 2. Safe Clause

This insurance does not cover theft of jewellery from the **Home** unless the jewellery is kept in a locked safe whilst not being worn

### 3. Non-standard Construction Clause

It is agreed that the private dwelling of the **Home** is not of standard construction

### 4. Contractors Exclusion Clause

This insurance does not cover loss, damage or liability arising out of the activities of contractors

### 5. Keys Clause

This insurance does not cover theft of jewellery from safe(s) unless **You** have removed the keys of the safe(s) from the **Home** while **You** are absent from the premises.

### 6. Unattended Vehicles Clause

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

### 7. Excess Clause

A £50 **Excess** shall apply to all claims under Sections 1 and 2 of this Insurance.

### 8. Stamp Clause

**We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged

### 9. Minimum Security Clause

This insurance does not cover theft from the private dwelling of the **Home** unless the undernoted minimum protections are fitted:

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621)

Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections

Windows: Key operated security locks to all ground floor and other accessible windows.

### 10. Musical Instrument Clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

### 11. Monthly Payment Clause

It is understood and agreed that this **Policy** runs from month to month and that continuation of cover is dependent upon **Your** paying the premium for each month's cover. We will normally only review **Your** premium once per annum.

### 12. Theft limitations Clause

This insurance does not cover theft or attempted theft from the **Home**, other than as a result of violent and forcible entry

## Making Yourself Heard

If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care

**We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

### Who to contact

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **You** are talking to the right person, and;
- that **You** are giving them the right information

### When You contact Us

- Please give **Us Your** name and a contact telephone number
- Please quote **Your Policy** and/or claim number, and the type of **Policy You** hold
- Please explain clearly and concisely the reason for **Your** complaint

So **We** begin by establishing **Your** first point of contact

### Step One – Initiating Your complaint

Does **Your** complaint relate to:

A: **Your Policy**?

B: a claim on **Your Policy**?

If A, **You** need to contact RENTGUARD, or the agent who sold **Your Policy**. Call the number on **Your Policy** document and state **Your** complaint.

If B, **You** need to contact whoever is currently dealing with **Your** claim and state **Your** complaint.

In either case, if **You** wish to provide written details, the following checklist has been prepared for **You** to use when drafting **Your** letter.

- Head **Your** letter 'COMPLAINT'
- Give **Your** full name, post code and contact telephone number(s)
- Quote the type of **Policy** and **Your Policy** and/or claim number
- Advise the name of **Your** insurance agent/firm (if applicable)
- Explain clearly and concisely the reason(s) for **Your** complaint

The letter should be sent to the person dealing with **Your** complaint along with any other material required.

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

### Step Two – If You are still unhappy

Should the response **You** receive be unsatisfactory please contact **Us** using the relevant details below.

Does **Your** complaint relate to:

A: **Your Policy**?

B: a claim on **Your Policy**?

If A, ask to speak to the Customer Services Manager, RENTGUARD. Where they cannot assist they will ensure **You** are put into contact with the person who can resolve **Your** complaint

If B, please contact the relevant Claims Office, details of which **You** will have received following notifying **Us** of **Your** claim.

## Step Three – Contacting RGA Head Office

If **Your** complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Managing Director  
Rentguard Insurance  
Grove House  
551 London Road  
Isleworth  
Middlesex  
TW7 4DS

Tel: 0208 587 1060  
Fax: 0208 587 1061  
email: james.castell@rentguard.co.uk

## Step Four – Beyond RGA

If **We** have given **You Our** final response and **You** are still dissatisfied **You** may refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints if:

- We have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted
- **Your** business has a turnover of less than £1,000,000

The FOS can be contacted at:

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

Tel: 0845 080 1800  
Fax: 020 7964 1001

Referral to the FOS will not affect **Your** right to take legal action against **Us**.



**RENTGUARD LTD** is a leading provider of insurance products and services to the commercial and residential lettings market, and provides this policy on behalf of AXA Insurance UK plc. AXA is a world leader in wealth management and financial protection operating in over 50 countries and serving more than 50 million customers worldwide.

**With our expertise and commitment to customer services and consistent, quality care, you can rely on RENTGUARD insurance for lasting security.**

## **ASK ABOUT ADDITIONAL RENTGUARD PRODUCTS & SERVICES**

BUILDINGS & CONTENTS INSURANCE FOR LANDLORDS

COMMERCIAL PROPERTY INSURANCE

RENT & LEGAL PROTECTION

OWNER OCCUPIER INSURANCE



**RENTGUARD**

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