

# POLICY WORDING



**HomeCall+**

**HEMOCARE**

**BUILDINGS & CONTENTS  
INSURANCE**

**FOR OWNER OCCUPIERS**

## Contents of Policy Booklet

This is your **Home Insurance Policy**. It should be read along with the statement of fact. Together they set out the details of your contract. The policy is a legal document. You should read it carefully, so that you are sure that you are protected in the way you intended.

### Details of the cover are explained in five sections:

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### How to use the booklet

Refer to your statement of fact. It explains, amongst other things, the Sections of the Policy under which you are insured.

Then read the relevant sections

#### CONTACT DETAILS

#### RENTGUARD LTD

Grove House, 551 London Road, Isleworth, Middlesex TW7 4DS

**Customer services.....0800 783 1626**

E-mail.....[info@rentguard.co.uk](mailto:info@rentguard.co.uk)

Web site .....[www.rentguard.co.uk](http://www.rentguard.co.uk)

## Introduction

The conditions applying to the **Home Insurance Policy** are detailed in this document. We have tried to make them clear and easy to understand.

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

This insurance is underwritten by **AXA/ Primary Insurance**.

You should carefully read the terms and conditions detailed in this certificate, including how to make a claim. If the terms of this insurance do not meet your needs or expectations, you should inform us within **14 days** of receiving the information. This insurance relates only to those sections of the certificate which are shown on the schedule as being included.

## Cancellation of your policy

You are entitled to cancel your insurance 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 the cover therein. Cancellation of your policy within 14 days is therefore subject to a full refund.

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

## Amendments to your policy

Should you wish to make any changes to your policy, you **must** inform us by telephoning our customer services department on **0870 165 1090**, or writing to Rentguard at the address for all communications, shown at the end of this document. Changes should be informed in advance of their happening.

When the changes have been accepted, an amended schedule showing the changes will be forwarded to you.

**IMPORTANT! FAILURE TO NOTIFY RGA OF ANY CHANGES COULD AFFECT THE VALIDITY OF YOUR INSURANCE.**

**NB** Cancellations and Amendments can be advised by e-mail at: **admin@rentguard.co.uk**

## **How to make a claim**

Telephone **0870 165 1090** during normal working hours (8.00 am to 6.00 pm) Monday – Friday.

At Rentguard (RGA), we pride ourselves in the support we give you when you need to make a claim against your insurance policy. A claim form will be sent out to you, and we will be able to advise you on the necessary steps to take to ease the process.

We recognise that it may be a distressing time when you need to make a claim, particularly if your house has been damaged by intruders or severe weather conditions. We would like to help you through this difficult time, so we ask you to telephone/contact us directly as soon as you identify that you need help. We will help you to do those essential things, like reminding you to contact the police and helping you to complete the claims process. Please telephone us straight away.

### **Questions on making a claim**

#### **Q. How long have I got to make a claim?**

A. Your claim should be submitted within 30 days of the event.

#### **Q. Can I get repairs started immediately?**

A. You should not get anything done without our consent. However, any urgent repairs that would prevent further damage, for example boarding up a broken window to prevent rain entering the property, can be completed immediately as submitted as part of the claim. Should you require further information on this, please contact customer services on 0870 165 1090.

#### **Q. When is an estimate required?**

A. All claims in respect of damage or loss must be accompanied by a minimum of two detailed estimates, unless otherwise agreed.

#### **Q. Can I get the estimates from anywhere of my choice?**

A. Yes. However the underwriter reserves the right to apply their own estimates in certain circumstances.

#### **Q. What do I do with damaged goods while I am waiting for the claim to be paid?**

A. Do **not** throw them away! Keep them in a locked garage or shed if need be, but do not dispose of them without our consent, or until the claim is settled.

## INTRODUCTION & DEFINITIONS

This document sets out the conditions of the contract of insurance between **you** and **us**. You should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- You are clear which sections you have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand your own duties under each section and under the insurance as a whole.

Please contact your broker immediately if this document is not correct, or if you would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

**You / your / insured** The person or persons named in the schedule and all members of their family who permanently live in the house.

**We / us / our** AXA/ Primary Insurance

**Your broker** Rentguard (RGA) Ltd

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

**Endorsement** A change in the terms and conditions of this insurance

**Period of insurance** The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.

**Standard construction** Built of brick, stone or concrete and roofed with slates, tiles, asphalt, or concrete.

### **Buildings**

- the home and its decorations
- fixtures and fittings attached to the home
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own, or for which you are legally responsible within the premises named in the schedule

**Premises** The address which is named in the schedule

**Home** The private dwelling of standard construction, and the garages and outbuildings used for domestic purposes, at the premises shown in the schedule.

**Contents** Household goods and personal property, within the home, which are your property, or which you are legally responsible for.

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the home.
- property in the open but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)

- money and credit cards up to £500 in the total
- deeds and registered bonds and other personal documents up to £1500 in total
- stamps or coins forming part of a collection up to £1250 in total
- gold, silver, gold and silver plated articles, jewellery and furs up to £2500 or 10% of the sum insurance for contents whichever is less, within the private dwellings.
- domestic oil in fixed oil tanks up to £1000

**Contents does NOT include:**

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories.
- any living creature
- any part of the buildings
- any property held or used for business purposes
- any property insured under any other insurance

**Bodily injury** Bodily injury included death or disease

**Sanitary ware** Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

**Valuables**

- jewellery
- furs
- gold, silver and silver plated articles
- pictures
- tools

**Personal possessions** Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you.

Personal possession does NOT include :

- money and credit cards
- pedal cycles
- mobile telephones

**Money**

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers cheques
- premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purpose

**Credit cards** Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards

**United Kingdom** The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

**Europe** 'Europe' will include

- all Mediterranean Islands ;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Maderia;

**General Conditions applicable to the whole of this insurance**

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

**Your duties**

1. You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
2. You must tell your broker immediately if you
  - Stop using your home as your permanent private residence, or
  - Regularly leave the home unattended by day or night, or longer than 90 daysWhen we receive this notice we have the option to change the conditions of this insurance
3. You must tell your broker before you start any conversions, extensions or other structural work to the buildings. When we receive this notice we have the option to change the conditions of this insurance

If you fail to comply with any of the above duties this insurance may become invalid.

**Cancellation clause**

1. We can cancel this insurance by giving you 30 days' notice in writing. Any return premium due to you will depend on how long this insurance has been in force.
2. You can also cancel this insurance at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force, and whether you have made a claim.

**Change of Terms**

The Insurer can change the terms of this insurance by giving you 30days' notice at your known address.

**Choice of Law**

The parties to this insurance can choose the law that applies to it. We have chosen the laws of England to apply.

**General Exclusions applicable to the whole of this insurance**

**a) Radioactive Contamination and Nuclear Assemblies Exclusion**

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever, resulting, or arising therefrom, or any consequential loss
2. Any legal liability of whatsoever nature

Directly or indirectly caused by or contribution to by or arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**b) War Exclusion**

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

## **Claims Conditions Applicable to the whole of this insurance**

### **Your duties**

In the event of a claim or possible claim under this insurance:

1. You must notify your broker, as soon as reasonably possible, giving full details of what has happened.
2. You must provide your broker with written details of what has happened within 30 days and provide any other information we may reasonably require.
3. You must immediately forward to your brokers, if a claim for liability is made against you, any letter, claim, writ, summons or other legal documents you receive.
4. You must inform the Police as soon as reasonably possible following malicious acts, violent disorder riots or civil commotion, theft, attempted theft, or lost property.
5. You must not admit liability of offer or agree to settle any claim without our written permission.

If you fail to comply with any of the above duties this insurance may become invalid.

### **How we deal with your claim**

#### **1. Defence of claims**

We may:

Take full responsibility for conducting, defending or settling any claim in your name.

Take any action we consider necessary to enforce your rights or our rights under this insurance

#### **2. Other insurance**

We will not pay any claim if any loss, damage or liability covered under this insurance, is also covered wholly, or in part, under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance, has this insurance not been effected. This clause does not apply to fatal injury (section 2H)

#### **3. Fraudulent Claims**

If you, or anyone acting on your behalf, makes a claim knowing it to be false or fraudulent in amount, or any other respect, this insurance shall be invalid and all claims shall be forfeited.

## **SECTION 1 BUILDINGS**

**This insurance covers the buildings for loss or damage directly caused by:**

#### **1. Fire, lightning, explosion or earthquake**

#### **2. Aircraft and other flying devices or items**

**dropped from them**

#### **3. Storm, flood or weight of snow**

Other than :-

- a) for loss or damage caused by subsidence, heave or landslip, other than as covered under number 9 of section 1
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences

#### **4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes**

Other than :-

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section 1
- b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
- c) for loss or damage while the buildings are not furnished enough for normal habitation.

**5. Escape of oil from fixed domestic oil-fired heating installed and smoke damage caused by a fault in any fixed domestic heating installation**

Other than :-

- a) for loss or damage due to wear and tear, or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- c) for loss or damage while the buildings are not furnished enough for normal habitation.

**6. Theft or attempted theft consequent upon violent & forcible entry**

Other than :-

- a) for loss or damage while the home is not furnished enough for normal habitation.

**7. Collision by any vehicle or animal**

**8. Any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.**

Other than :-

- a) for loss and damage while the buildings are not furnished enough for normal habitation.

**9. Subsidence or heave of the site upon which the buildings stand, or landslip**

Other than :-

- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the private dwelling is also affected at the same time by the same event.
- b) For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
- c) For loss or damage arising from faulty design, specification, workmanship or materials
- d) For loss or damage which compensation has been provided for, or would have been, but for the existence of this insurance under any contract or a guarantee or by law
- e) the first £1000 of every claim
- f) for loss or damage caused by coastal erosion
- g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions

**10. Breakage or collapse of fixed radio and television aerial, fixed satellite dishes and their fittings and masts**

Other than :-

- a) for loss or damage caused to radio and television aerials, satellite dishes, their fittings and masts

**11. Falling trees, telegraph poles or lamp-posts**

Other than :-

- a) for loss or damage caused by trees being cut down or cut back within the premises
- b) for loss or damage to gates and fences

**This section of the insurance also covers:**

**A) The cost of repairing accidental damage to :**

- **fixed glass and double glazing (including the cost of replacing frames)**
- **solar panels, sanitary ware**
- **ceramic hobs**

**all forming part of the building**

Other than :-

- a) for loss or damage while the buildings are not furnished enough for normal habitation.

**B) The cost of repairing accidental damage to :**

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which you are legally responsible for

Other than :-

a) for loss or damage due to wear and tear or any gradually operating cause

**C) a) Loss of rent due to you which you are unable to recover as a result of an insured peril.**

**b) The cost of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section 1.**

Other than :-

Any amount over 10% of the sum insured for the buildings damaged or destroyed

**D) Expenses you have to pay and which we have agreed in writing for**

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the building
- costs you have to pay in order to comply with any Government or local authority requirements

following loss or damage to the buildings which is covered under section 1

Other than :-

a) any expenses for preparing a claim or an estimate of loss or damage

b) any cost if Government or local authority requirements have been served on you before the loss or damage

**E) Increased metered water charges you have to pay, following an escape of water which gives rise to an admitted claim under number 4 of section 1**

Other than :-

More than £750 in any period of insurance. If you claim for such loss under section 1 and 2, we will not pay more than £750 in total

**F) Anyone buying the home who will have the benefit of section 1 until the sale is completed, or the insurance ends, whichever is sooner**

Other than :-

If the buildings are insured under any other insurance

**The following applies only if the schedule shows that Accidental Damage to the buildings is included**

**This extension covers the following**

**Accidental damage to the buildings**

Other than :-

- a) the loss or damage or any proportion of damage which we specifically exclude elsewhere under section 1
- b) for the buildings moving, settling, shrinking, collapsing or cracking
- c) for the loss or damage while your home is being altered, repaired, cleaned, maintained or extended
- d) for loss or damage to outbuildings and garages which are not of standard construction
- e) for loss or damage while the home is lent, let or sublet
- f) the cost of general maintenance
- g) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- h) for loss or damage from faulty design specification, workmanship or materials
- i) for loss or damage from mechanical or electrical faults or breakdown
- j) for loss or damage caused by dryness, dampness, extremes of temperature, or exposure to light
- k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- l) for loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination the first £50 of every claim

## **Conditions that apply to Section 1 (Buildings) only**

### **Settling claims**

How we deal with your claim

1. If your claim for loss or damage is covered under section 1, we will pay the full cost of repair as long as :
  - The buildings were in a good state of repair immediately prior to the loss or damage and
  - The sum insured is enough to pay the full cost of rebuilding the building in their present form and
  - The damage has been repaired or loss has been reinstated.We will take an amount off for wear and tear from the cost of any replacement or repair, if immediately before the loss or damage the buildings were not in good repair.
2. We will not pay the cost of replacing or repairing any undamaged parts of the building which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. We will not reduce the sum insured under section 1 after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage
4. If you under insure, which means the cost of rebuilding the buildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding the building, we will only pay one half of the cost of repair or replacement

### **Limit of Insurance.**

**We will not pay more than the sum(s) insured for each premises shown in the schedule**

## **SECTION 2 – CONTENTS**

**This insurance covers the contents for loss or damage directly caused by:**

1. **Fire, lightning, explosion or earthquake**
2. **Aircraft and other flying devices or items dropped from them**
3. **Storm, flood or weight of snow**  
Other than :-
  - a) For property in the open
4. **Escape of water from fixed water tanks, apparatus or pipes**  
Other than :-
  - a) for loss or damage while the buildings are not furnished enough for normal habitation
5. **Escape of oil from domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation**  
Other than :-
  - a) for loss or damage due to wear and tear or any gradually operating cause
  - b) for loss or damage caused by faulty workmanship
6. **Theft or attempted theft consequent upon violent & forcible entry**  
Other than :-
  - a) for loss or damage whilst the home is lent, let or sublet, unless the loss or damage is consequent upon violent and forcible entry
  - b) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
  - c) for loss or damage while the buildings are not furnished enough for normal habitation

7. **Collision by any vehicle or animal**
8. **Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.**
9. **Subsidence or heave of the site, upon which the buildings stand, or landslip.**

Other than :-

- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- b) for loss or damage arising from faulty design, specification, workmanship or material
- c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
- d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
- e) for loss or damage by coastal erosion

#### 10. **Falling trees, telegraph poles or lamp-posts**

Other than :-

- a) for loss or damage caused by trees being cut down or cut back within the premises

**This section of the insurance also covers**

#### **A) Accidental damage to**

- **television, satellite decoders**
- **audio and video equipment**
- **radios**
- **home computers, video cassette recorders**

**all situated within the home**

Other than :-

- a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation or dismantle
- b) for loss or damage to tapes, records, cassettes, discs or computer software
- c) for mechanical or electrical faults or breakdown

#### **B) Accidental breakage of**

- **fixed glass and double glazing**
- **sanitary ware**  
**forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for**
- **mirrors**
- **glass tops and fixed glass in furniture**
- **ceramic hobs**

Other than :-

- a) for the cost of repairing, removing or replacing frames

#### **C) The contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by :**

- (i) **any of the events insured under numbers 1-10 in section 2 while contents are:**
  - **in any occupied private dwelling**
  - **in any buildings where you are living or working**
  - **in any building for valuation, cleaning or repair**
  - **in any furniture store**
  - **in any bank or safe deposit**

**(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store**

Other than :-

- a) for contents outside the United Kingdom
- b) for money or credit cards
- c) any amount over 10% of the sum insured under section 2 for contents in a furniture store

**D) Up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under Section 2**

Other than :-

- a) Any amount over 10% of the sum insured under section 2 for the contents of the buildings damaged or destroyed

**E) Costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under Section 2**

Other than :-

- a) Any amount over 10% of the sum insured under section 2 for the contents of the buildings damaged or destroyed

**F) Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under Section 2**

Other than :-

- a) any amount over 10% of the sum insured under section 2 for the contents of the buildings damaged or destroyed
- b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings
- c) the first £50 of any claim
- d) for loss or damage arising from subsidence, heave, or landslip
- e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- f) for loss or damage while the buildings are not furnished enough to be normally lived in

**G) The cost of repairing accidental damage to**

- domestic pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

Which you are legally responsible for as tenant only

Other than :-

- a) for loss or damage due to wear and tear or any gradually operating cause

**H) Fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts :**

- £10,000 for each insured person over sixteen years of age,
- £5,000 for each insured person under sixteen years of age, at the time of death

- I) **Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys**  
 Other than :-  
 a) any amount over £250 in total
- J) **Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section 2**  
 Other than :-  
 a) more than £750 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £750 in total

**The following applies only if the schedule shows that accidental damage to contents is included**

**Accidental damage to contents other than:**

- a) for damage caused by chewing, tearing, scratching or fouling by animals
- b) for any amount over £1000 in total for porcelain, china, glass and other brittle articles
- c) for money, credit cards, documents or stamps
- d) for damage to contact, corneal or micro corneal lenses
- e) for damage while the home is lent, let or sublet
- f) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- g) for damage arising out of faulty design, specification, workmanship or materials
- h) for damage from mechanical or electrical faults or breakdown
- i) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- j) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

**This extension also covers**

**Accidental damage to the contents within the home**

Other than :-

- a) for damage or any proportion of damage which we specifically exclude elsewhere under section 2
- b) for damage to contents within garages and outbuildings
- c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.

**Conditions that apply to section 2 (contents) only**

**Settling Claims**

**How we deal with your claim**

1. **If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under Section 2**  
 For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:
  - The new article is as close as possible to but not an improvement on the original article when it was new; and
  - You have paid or we have authorised the cost of replacement
 The above basis of settlement will not apply to:
  - Clothes
  - Pedal cycles
 Where we will take off an amount for wear and tear and depreciation

2. We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area, or a specific part.

#### **Your sum insured**

3. We will not reduce the sum insured under section 2 after we have paid a claim, as long as you agree to carry out our recommendation to prevent further loss or damage.
4. If you are under insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the costs of replacing or repairing the contents, we will only pay one half of the costs of repair or replacement

#### **Limit of insurance**

We will not pay any more than the sum(s) insured for the contents of each premises shown on the schedule.

### **Section 3 – Accidents to Domestic Staff**

This section applies only if the contents are insured under section 2

#### **We will indemnify you**

**For amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule**

Other than :-

For bodily injury arising directly or indirectly

- From any vehicle in Canada or the United States of America
- From any vehicle used in racing, pacemaking or speed testing
- From any communicable disease or condition
- In Canada or the United States of America after the total period of stay has exceeded 30- days in the period of insurance

#### **Limit of Insurance**

We will not pay more than **£2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing

### **Section 4 – Legal Liability to the Public**

This section applies only if the schedule shows that either the buildings are insured under section 1 or the contents are insured under section 2 of this insurance

#### **PART A**

**Part A of this section applies in the following way:**

- **If the buildings only are insured, your legal liability as owner only but not as occupier is covered under Part A (I) below**
- **If the contents only are insured, your legal liability as occupier only but not as owner is covered under Part A (I) and Part A (ii) below**
- **If the buildings and contents are insured, your legal liability as owner or occupier is covered under Part A (I) and Part A (ii) below**

## **We will indemnify you**

- (i) **as owner or occupier for any amounts you become legally liable to pay as damages for**
- **bodily injury**
  - **damage to property**

**caused by an accident happening at the premises during the period of insurance**

## **OR**

- (ii) **as a private individual for any amounts you become legally liable to pay as damages for**
- **bodily injury**
  - **damage to property**

**caused by an accident happening anywhere in the world during the period of insurance**

Other than :-

- a) for bodily injury to
  - you
  - any other permanent member of the home
  - any person who at the time of sustaining such injury is engaged in your service
- b) for bodily injury arising directly, or indirectly, from any communicable disease or condition
- c) for damage to property owned by or in the charge or control of
  - you
  - any other permanent member of the home
  - any person engaged in your service
- d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance
- e) arising directly or indirectly out of any profession, occupation, business or employment
- f) which you have assumed under contract and which would not otherwise have attached
- g) arising out of your ownership, possession or use of :
- i) any motorised or horse drawn vehicle other than
  - domestic gardening equipment used within the premises and
  - pedestrian controlled gardening equipment used elsewhere
  - any power-operated lift
  - any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- h) in respect of any kind of pollution and/or contamination other than :
  - caused by a sudden, identified, unexpected, and unforeseen accident, which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule ; and
  - Reported to us not later than 30 days from the end of the period of insuranceIn which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- i) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises
- j) if you are not entitled to indemnity under any other insurance, including but not limited to any horses or travel insurance, until such insurance(s) is exhausted

## **PART B**

**We will pay for sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:**

- **Part A(I) of this section would have indemnified you had the award been made against you rather than to you**
- **There is no appeal pending**
- **You agree to allow us to enforce any right which we shall become entitled to upon making payment**

## PART C

### We will indemnify you

**Any amount you become legally liable to pay under Section 3 of the Defective Premises act 1972 or Article 5 of the Defective Premises ((Northern Ireland) Order 1975 in connection with any home previously owned or occupied by you**

Other than :-

- for any liability if you are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault

### Limit of insurance

We will not pay ,in respect of other liability covered under section four more than **£2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing

## **Section 5 – Valuables and Personal Possessions**

### This insurance covers

**Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule**

Other than :-

- a) for damage caused by moth, vermin, wear and tear or gradually operating cause
- b) for damage from electrical, or mechanical faults, or breakdown
- c) any amount over £1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage to guns caused by rusting or bursting of barrels
- f) for breakage of any sports equipment whilst in use
- g) for any loss or damage to contact, corneal or micro corneal lenses
- h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision
- i) the first £50 of every claim in respect of unspecified items
- j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule
- k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant
- l) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

**Conditions that apply to section 5 (valuables and personal possessions) only**

**How we deal with your claim**

- 1. We will at our option repair, replace or pay for any article lost or damaged.**
- 2. If any insured item consist of articles forming a pair or set with an insured value of £1,000 or over:**

- We will not pay for the cost of replacing any undamaged article forming part of such pair or set**
- We will not pay more than a proportion of the insured value of such a pair or set**

**Your sum insured**

- 3. If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim For example if your sum insured only represents one half of the total value of the unspecified items we will only pay one half of the cost of repair or replacement**

**However, if personal possessions are lost or damage away from home, we will not take into account the value of personal possessions in the home at the time of such loss or damage.**

**Limit of insurance**

**We will not pay more than the sum(s) insured shown in the schedule**

## **Section 6 – Domestic Freezer Cover**

**The following cover applies only if the schedule shows that it is included**

**Section 2 of this insurance extends to cover**

**The cost of replacing your food in your fridge or freezer, if it is spoiled due to a change in temperature or contamination by refrigeration fumes**

Other than :-

- a) for the loss or damage caused by any electricity or gas company cutting off or restricting your supply**
- b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action**

**Limit of insurance**

**We will not pay more than the sum(s) insured shown in the schedule.**

## **Section 7 – Pedal Cycle Cover**

**The following cover applies only if the schedule shows that it is included**

**Section 2 of this insurance extends to cover the following**

**The cost of repairing or replacing your pedal cycle following:**

- Theft or attempted theft**
- Accidental Damage**

**Anywhere in the United Kingdom**

Other than :-

- a) for loss or damage to:
  - tyres
  - lamps
  - accessories

unless the cycle is stolen or damage at the same time

- b) for loss or damage due to wear and tear or any gradually operating cause
- c) for damage from mechanical, or electrical faults, or breakdown
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used for other than for private purposes
- e) to replace a stolen cycle, unless it was locked to an immovable object, or kept in a locked building at the time of the theft

#### **Limit of insurance**

**We will not pay more than the sum(s) insured shown in the schedule.**

### **Section 8 – Money and Credit Card Cover**

**The following cover applies only if the schedule shows that it is included:**

**Section 5 of this insurance extends to cover the following:**

- **Theft or accidental loss of money any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)**

**Within the geographical limits shown in the schedule, provide that**

- **Within 24 hours of your discovery any loss or theft , you have notified the police and in the case of credit card(s), the card issuing company; and**
- **You have complied with all other conditions under which your credit card(s) were issued to you**

Other than :-

- a) to make up any shortage due to error or omission
- b) for loss of value

#### **Limit of insurance**

**We will not pay more than the sum(s) insured shown in the schedule**

### **Endorsements, Special terms and Conditions**

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

#### **1. Hotel and Motel Clause**

This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms

(This clause overrides exclusion 1) of section 5).

#### **2. Alarm Clause**

This insurance does not cover theft when you have left the premises without an authorised occupant, or at night

unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) 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).

#### **3. 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

**4. 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.

**5. Climatic Conditions Clause**

This insurance does not cover the loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.

**6. Musical Instrument Clause**

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

**7. 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

**8. Non-standard Construction Clause**

It is agreed that the private dwelling of the home is not of standard construction

**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. Subsidence, Heave or Landslip Exclusion Clause**

Subsidence or heave of the site upon which the buildings stand or landslip as shown in number 9 of section one and two is not covered by this insurance

**11. Flood Exclusion Clause**

Section one (buildings) and section two (contents) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two

**12. Contractors Exclusion Clause**

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

**13. Index-linking Clause**

The sums insured in section one (buildings) and section two (contents) will be indexed each month in line with the following:

Section 1 (buildings) : The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors

Section 2 (contents) : The Consumer

Durables Section of the General Index of Retail Prices or a similar index selected by us.

No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured.

#### **14. Business-use Extension Clause**

In return for the payment of an extra premium section four A(I) extends to include your legal liability, as defined in that section, for using the home for the business purposes which are detailed in the schedule. However, we will not cover any liability arising out of advice given or services rendered in respect of your profession, occupation or business or employment.

#### **15. Thatch Clause**

- All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
  - All old thatch and thatching is burnt at a distance of more than 100 meters from the premises
  - No naked flames or tools producing naked flames be present in the attic or loft space at any time.
- If you fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

#### **16. Stamp Clause**

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

#### **17. Your Bank or Building Societies Interest Clause**

The rights of the bank or building society who provided your mortgage will not be affected by anything you do to increase the risk of loss or damage to the home provided that they were unaware of such action. The bank or building society must write and tell us as soon as they become aware of any action you have taken to increase the risk of loss or damage. They may also have to pay an extra premium which you will have to repay them.

#### **18. Protections Clause**

It is your duty to ensure that all protections provided for the security of the home and contents:

- are maintained in good working order, and
- are in full and effective operation whenever you are absent from the premises

If you fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

#### **19. 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.

#### **20. 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.

#### **21. Legal Fees Endorsement Clause**

This policy includes Legal Protection Cover in accordance with the enclosed policy document.

#### **22. Accidental Damage Clause**

In consideration of the additional premium paid hereon it is agreed that Section 1 has been extended to include Accidental Damage cover.

#### **23. Accidental Damage Clause**

In consideration of the additional premium paid hereon it is agreed that Section 2 has been extended to include Accidental Damage cover.

**24. Flat Roof Clause**

It is a warranty of this policy that the flat roof has been inspected and repaired where necessary no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and replacement where necessary will take place at no greater than five year intervals with full records of inspections and works retained for our inspection. This warranty is precedent to any liability for claims relating to the flat roof.

**25. Date Change Clause**

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change in the year 2000 or any other date change.

**26. £50 Excess Clause**

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

**27. £100 Excess Clause**

A £100 Excess shall apply to all claims under Sections 1 and 2 of this Insurance.

**28. Unoccupancy Clause**

It is understood and agreed that if the property insured herein is left unoccupied for 14 days or more:-

- a) the premises are inspected at least once in every 14 day period by the Assured or appointed representatives.
- b) The water, gas and electricity supplies are turned off at the main, and the water drained except where required for central heating.
- c) If the central heating system is left in operation, it should be set for a minimum continual temperature of 13<sup>0</sup>C,
- d) External locks of a reasonable standard for the protection of the premises are fitted and in use at all times.
- e) The insurer must be informed if the property remains unoccupied for more than 90 days

## **COMPLAINTS PROCEDURE**

*Although we aim to please at all times, things sometimes go wrong. We would rather you told us when you are dissatisfied. If you are dissatisfied you can write in the first instance to :*

**Underwriting Director  
RGA Group Limited,**

Grove House, 551 London Road, Isleworth, Middlesex. TW7 4DS

*If you remain dissatisfied you should then write to:*

**Insurance Ombudsman,** South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Telephone : 020 7964 1000

*There are few instances when this body is unable to consider complaints.  
In such circumstances you can approach the Association of British Insurers for assistance at:*

**Association of British Insurers,** Consumer Information Department,  
51 Gresham Street, London EC2V 7HQ.  
Telephone : 020 7600 3333



**HomeCall+**

**Rentguard Limited**

Grove House, 551 London Road, Isleworth, Middlesex TW7 4DS  
Tel: 0845 450 8825 Fax: 0845 450 8826

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