

# Landlord Household Insurance Policy

## Introduction

Thank You for choosing **RGA Underwriting Ltd**. This is **your** Let Property Insurance Policy, setting out **your** insurance protection in detail.

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

If **you** have any questions, please contact **us** on *020 8587 1061*.

**RGA Underwriting Ltd** is **authorised and regulated by the Financial Services Authority**. This can be checked on the FSA website at *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, and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at *www.fscs.org.uk*. **Your** personal details and information provided are also covered by the Data Protection Act.

This insurance has been arranged by **RGA Underwriting Ltd** and underwritten by leading UK insurers. The insurer is identified on **your** certificate.

# Let Property Insurance Policy

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## Your Policy

The **company** in consideration of the payment of the premium shall provide insurance against loss, destruction, damage or liability occurring at any time during the period of insurance (or any subsequent period for which the **company** accepts a renewal premium) in accordance with the sections of the **policy** shown as operative in the certificate subject to the exclusions, provisions and conditions of the **policy**.

The **policy** and the certificate shall be read together as one contract and the **proposal** form/statement of fact made by the Insured shall be the basis of the contract.

### **Important**

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**We** recommend **you** read this **policy** together with **your** certificate 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 27.

### **The Law applicable to this policy**

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**You** and **we** are free to choose the laws applicable to this **policy**. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this **policy** **you** have agreed to this.

## Important Helplines

Customer Services	0208 587 1060
Claims	0870 240 1563
Out of Hours	0870 240 1563
Accounts	0208 587 1065
Mid Term Adjustments	0208 587 1066

Please have **your policy** number or personal details ready.

Please note that due to the Data Protection Act, **we** cannot issue details of this **policy** to third parties, unless **we** have received specific written confirmation from the Insured, confirming that **we** can liaise with the said party regarding the insurance.

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

## Definitions

**Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.**

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

### **RGA Underwriting Ltd**

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**RGA Underwriting Ltd** is an independent insurance intermediary arranging this insurance.

### **Accidental Damage**

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A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place and independent of all other causes.

### **Business**

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

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

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The Underwriter as identified on **your** certificate.

### **Contents**

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Household goods, carpets, curtains and appliances belonging to you as landlord or for which you are responsible, this also includes contents in communal parts of the property, whilst at the address specified on your certificate.

### **Flat**

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A self-contained unit of residential accommodation forming part of a block of **flats**.

### **Injury**

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Bodily **injury**, death, disease, illness or nervous shock.

### **Offshore**

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From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

### **Policy**

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

### **Premises**

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The buildings shown in the certificate and the land within the boundary belonging to them.

### **Property**

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

Unless shown differently in the certificate, the **property** is of **standard construction**.

### **Proposal**

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The proposal form/statement of fact **you** have completed and any other information given to **us** by **you** or on **your** behalf.

This is the basis of the contract between **you** and **us**.

## Standard Construction

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Built of brick, stone or concrete (but not prefabricated walls or panels) with a slate, tiled, concrete or felt roof. Unless shown on the certificate, no more than 30% of the roof area may be flat or covered with felt.

## Non-standard Construction

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Constructed of materials other than those detailed in the definition **standard construction**.

## Sum Insured

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The amount of cover which represents:

In respect of Section 1 – the full cost of rebuilding the **property** in the same form, style and condition, as new, plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with Government or Local Authority requirements.

It should be noted that the rebuilding cost may be different from the market value.

In respect of Section 2 – the full cost of replacement as new of the **contents**.

## Tenant

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The person or persons legally occupying the **property**.

## Territorial Limits

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Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than **offshore**.

## Unoccupied

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The part or whole of the **property** not lived in by person authorised by **you**.

## You/Your

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The person or people shown in the certificate as the Insured.

## Section 1 – Buildings

### 1 What is Insured?

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The **property** is insured against damage by the following perils. If more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**.

### 2 Perils Insured

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- a) Fire, smoke, explosion, lightning or earthquake.
- b) Theft or attempted theft; consequent upon violent and forcible entry to or from the **property** but not:
  - For loss or damage caused by **you**, any member of **your** family, resident, any Employee or any person legally on the **premises**;
  - For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - First £500 of any claim where the **property** is **unoccupied** for 30 consecutive days or more;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The **premises** are inspected at least once during each 14 days by **you** or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the mains and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.
- c) Riot, civil, commotion, labour and political disturbances and strikes but not:
  - For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.

- d) Malicious damage and vandalism following forcible and violent entry to or from the **property** but not:
- For loss or damage caused by **you**, any member of **your** family, resident, or any employee, or any loss or damage caused intentionally by the **tenant** residing in the building or other people lawfully on the **premises**;
  - For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.
- e) Impact by:
- Aircraft or other aerial devices or anything dropped from them;
  - Vehicles;
  - Trains;
  - Animals but not:
    - i) Damage by domestic pets;
  - Falling trees, telegraph poles or lamp-posts but not:
    - i) For loss or damage caused by trees being cut down or cut back within the **premises**;
  - Falling aerials or masts;
  - Falling television satellite dishes.
- f) Storm or flood but not:
- Damage by frost;
  - For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
  - For loss or damage caused by subsidence, heave or landslip other than as covered under peril g);
  - For loss or damage caused by a rise in the water table or other gradually occurring cause.
- g) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
- The first £1,000 of each and every claim unless shown differently in the certificate;
  - For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives unless the main **property** is damaged at the same time by the same cause;
  - Damage caused within ten years of construction by:
    - i) The normal settlement or bedding down of new structures;
    - ii) The settlement of made up ground or of materials brought to the site.
  - Damage caused by:
    - i) Coastal or river erosion;
    - ii) Defective design or workmanship or the use of defective materials.
  - Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building of the **property** are damaged at the same time by the same cause;
  - For loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee;
  - Damage resulting from:
    - i) Demolition, construction, structural alteration or repair of any **property**;
    - or
    - ii) Groundworks or excavation;
 at the **property**.
- h) The escape of water from or the freezing of any fixed domestic water or heating installation but not:
- Damage caused by wet or dry rot, rust, corrosion or other wear, tear and deterioration;
  - For loss or damage caused by subsidence, heave or landslip other than as covered under peril g);
  - For loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths, and drives;
  - For loss or damage whilst the **property** is not suitable for normal habitation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**;
  - For loss or damage to apparatus from which water has escaped other than frost damage.
- i) Loss or damage caused by the escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vapourisation due to a defective oil-fired heating installation, but not:
- For loss or damage while the **property** is **unoccupied**;
  - Damage caused by rust, corrosion or other wear, tear and deterioration;
  - For loss or damage caused by gradual emission;
  - For loss or damage caused by faulty workmanship.
- j) Any other accidental loss or **accidental damage** but not:
- Wear, tear, deterioration, atmospheric or climatic conditions, settlement, shrinkage, drying out, wet or dry rot, vermin, wood boring insects, fungus or any gradually operating cause;
  - Everything excluded under perils insured a) - i) and paragraph 3;
  - Cost of maintenance or routine decoration;
  - Faulty workmanship or design or the use of faulty materials;
  - Damage to the buildings or any part of them arising from construction structural alteration or decorating and repair or demolition;
  - Sudden and unforeseen damage to **property**, which is insurable under an engineering insurance policy;
  - Sudden and unforeseen damage to **property** caused by the escape of water.

### 3 Extensions

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The **policy** will pay for:

a) Additional Expenses.

The following necessary expenses **you** incur for rebuilding or repairing the **property** as a result of damage insured by this **policy** namely:

- Architects, surveyors and legal fees;
- The costs of clearing debris from the site or demolishing or shoring up the **property**;
- Other costs to comply with Government or Local Authority requirements but not:
  - i) Any expenses incurred in the preparation of a claim or an estimate of loss;
  - ii) Any expenses incurred when notice of Government or Local Authority requirements have been served prior to the time of loss.

b) Pipes, Cables and Drains.

The cost of repairing **accidental damage** to cables, underground pipes and drains (and their inspection covers) serving the **property** but not:

- Damage which **you** are not legally responsible to repair;
- Damage caused by rust, corrosion or other wear and tear;
- Damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material;
- De-lamination (separation of layers) of pitch fibre pipes or any other inherent defect.

c) Trace and Access.

The reasonable costs **you** incur in locating the source and subsequent making good the damage under paragraph 2h) and paragraph 3b) but not:

- Any amount in excess of £25,000 in any one year of insurance;
- Any amount in excess of £2,500 in respect of any one **property**.

d) Breakage of Glass, Ceramic Hobs and Sanitary Fixtures.

**Accidental** breakage in the **property** of solar glass heating panels fixed glass and sanitary fixtures but not:

- Damage which is not accidental and unforeseen;
- For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
- For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
  - i) The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
  - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
  - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
  - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.

e) Loss of Rent or Alternative Accommodation Expenses.

- Rent which should have been paid to **you**;
  - The reasonable extra cost of similar temporary accommodation for the **tenant**;
- if **your property** is uninhabitable due to damage insured by this section but not:
- any amount in excess of 30% of the **sum insured**.

But in respect of each individual **property** the payment made may be adjusted according to the percentage contribution made by each **property** towards the total management charges and/or ground rent of a block of **flats** or housing development.

f) Damage to Landscaped Gardens.

Damage done to landscaped gardens by the Emergency Services in attending the **property** due to Damage insured by this **policy** but not:

- Any amount in excess of £5,000 in any one year of insurance.

g) Theft of Keys/Lock Replacement.

The reasonable costs necessarily incurred in replacing external door locks at the **property** including external door locks for individual **flats** following loss of keys by, but not:

- Any amount in excess of £500 in respect of any one **property**.

h) Metered Water.

Accidental leakage of metered water following damage caused under paragraph 2 h) but not:

- Any amount in excess of £1,000 in respect of any one claim.

i) Closed Circuit Televisions.

The cost of repairing **accidental damage** to closed circuit television systems at the **property** but not:

- Any amount in excess of £5,000 in respect of any one claim.

j) Removal of Nests.

The cost of removing wasps or bees nests from the **property** but not:

- Any amount in excess of £250 in respect of any one claim.

k) Emergency Access.

Damage to the **property** caused by forced access to deal with a medical emergency or to prevent damage to the **property**, including the actions of police but not:

- Where this is a result of unlawful activities at the **property**;
- Any amount in excess of £1,000 for any one incident.

### 4 Claims Settlement

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a) If the **property** is damaged by any peril insured then **we** will either:

- Pay for the rebuilding or repair;
- or
- Make a money payment instead;

provided that:

- The **sum insured** when the **property** is damaged is sufficient to rebuild it;
- The **property** has been maintained in a good state of repair.

b) In the event of damage to matching sets, groups and collections, **we** will not pay for the cost of replacing an undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design; where damage or breakage occurs within a clearly identifiable area to a specific part and replacements cannot be matched.

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

d) If repair or rebuilding is not carried out, **we** will pay the amount by which the **property** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

## 5 Maintenance

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**You** shall take all responsible steps to prevent loss, damage or accident and maintain the buildings in a good state of repair.

## 6 Empty /Unoccupied Property

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- a) **We** must be notified as soon as possible but in any event within 45 days whenever a **property** becomes empty or **unoccupied**. Failure to comply with any part of this section could invalidate a claim.
- b) **We** will not pay for any claim arising under:
- Paragraphs b) (Theft), c) (Riot), d) (Malicious Damage), h) (Escape of Water), i) (Damage to Water Installations) of the perils insured and paragraph d) (Glass) of the Extensions; if any **property(s)** is/are left without an occupant for more than 14 consecutive days, unless:
- The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
  - The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
  - Door and door locks identified as being suitable for external use must be fitted and used at all times;
  - All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.

## 7 Special Clauses

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- a) Extensions and Alterations.
- If during the period of insurance, the value of the **property** is increased because **you** have built an extension or have carried out other alterations, **we** will automatically cover the value of these extensions and alterations provided they do not exceed 10% of the **sum insured** by this section. **We** will not charge the extra premium during the period of insurance but **you** must advise **your** broker or agent of the value of the extensions or alterations, prior to the renewal date of the **policy**.
- b) Reinstatement of **Sum Insured**.
- In the event of loss, **we** will reinstate the **sum insured** from the date of any loss unless **we** give written notice to the contrary. **You** may be required to pay some extra premium
- c) Sale of **Property Insured**.
- If **you** have made a contract, **we** will give the buyer the benefit of this **policy** up to the date of completion, provided the **property** is not otherwise insured
- d) Inflation Protection.
- The **sum insured** on the **property** will be adjusted monthly in step with the Household Rebuilding Cost Index prepared by the Association of British Insurers. **We** will not charge extra premium on monthly changes but when **we** invite **you** to renew, **we** will do so for the final **sum insured**, which will be based on the latest Index figures available when the renewal invitation is prepared.
- In the event of a claim, **we** will continue to adjust the **sum insured** during the period required to rebuild up to a maximum of three years provided that:
- The **sum insured** at the date of loss is sufficient to rebuild the **property**;
  - The rebuilding or repair is carried out without delay.
- e) Under-insurance.
- The **sum insured** by each item or section of this **policy** is declared to be separately subject to average, i.e. if such sum shall at the commencement of any damage, be less than the reinstatement cost of the **property** covered by such **sum insured**, the amount payable by **us** in respect of such damage shall be proportionately reduced.

## Section 2 – Contents

### 1 What is insured?

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**Contents** belonging to **you** as landlord whilst at the address shown on the certificate but not:

- Motor vehicles (other than domestic gardening implements) caravans, trailers or watercraft or accessories in them or attached to them;
- Pets and livestock;
- Any part of the buildings or landlords fixture and fittings;
- Property** which is insured by another policy;
- Tenants property**;
- Money, bills of exchange and promissory notes, securities or documents of any kind;
- Contents** in an outbuilding or garage in excess of 5% of the total **contents sum insured**.

**Contents** are insured against damage by the following perils. If more than one **property** is insured by the **policy**, any exclusion or limitation applies separately to each **property**.

### 2 Specific sub-limits

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For each **property** or whilst temporarily removed (and elsewhere as defined herein), insurers' liability shall not exceed during the period of this insurance.

- £250 in respect of **property** in the open but within the **premises**. This limit shall NOT apply to radio and television aerials, satellite dishes, their fittings and masts that are fixed to the **property(s)**.

### 3 Perils insured

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- Fire, lightning, explosion or earthquake.
- Aircraft and other aerial devices dropped from them.
- Storm or flood but not:
  - **Property** in the open.
- Escape of water from fixed water tanks, apparatus or pipes but not:
  - For loss or damage caused by subsidence, heave or landslip other than as covered under peril j);
  - For loss or damage whilst the **property** is not suitable for normal habitation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
    - The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.
- Escape of oil from domestic fixed oil-fired heating installations and smoke damage resulting from a defect in any fixed domestic heating installation but not:
  - Damage caused by rust, corrosion or other wear, tear and deterioration;
  - For loss or damage caused by gradual emission;
  - For loss or damage caused by faulty workmanship.

- f) Theft or attempted theft; following forcible and violent entry to or from the **property** but not:
- For loss or damage caused by **you**, any member of **your** family, resident, or any employee, or any person legally on the **premises**;
  - First £500 of any claim where the **property** is **unoccupied** for 30 consecutive days or more;
  - For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The **premises** are inspected internally at least once during each 14 days or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.
- g) Impact by any vehicle or animal but not:
- Damage by domestic pets.
- h) Riot, civil, commotion, labour and political disturbances and strikes but not:
- For loss or damage caused by **you**, any member of **your** family, resident, any employee, or any person legally on the **premises**;
  - For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days, unless:
    - i) The **premises** are inspected internally at least once during each 14 days by **you** or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;
    - iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.
- i) Malicious damage and vandalism following forcible and violent entry to or from the **property** but not:
- For loss or damage caused by **you**, any member of **your** family, resident or any employee, or any loss or damage caused intentionally by the **tenant** residing in the building or other people lawfully on the **premises**;
  - For loss or damage whilst the **property** is not maintained and is not in a good state of repair or immediately available for occupation;
  - For loss or damage whilst the **property** is left **unoccupied** for more than 14 consecutive days unless:
    - i) The **premises** are inspected at least once during each 14 days by **you** or a person authorised by **you**;
    - ii) The water, gas and electricity supplies are turned off at the main and the water system drained or the central heating system is left in full operation to maintain a minimum continual temperature of 13°C throughout the **premises**;
    - iii) Door and door locks identified as being suitable for external use must be fitted and used at all times;

- iv) All refuse and waste materials are removed from the interior of the **premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **you**.

- j) Subsidence or heave of any part of the site on which the **property** stands or landslip but not:
- Damage caused by the coastal or river erosion.
- k) Falling trees, telegraph poles or lamp-posts but not:
- For loss or damage caused by trees being cut down or cut back within the **premises**.

#### 4 Extension

- a) **Accidental damage** to audio and audiovisual units, including television sets, video recorders and home computers BUT ONLY whilst in the **property** situated within the **premises** specified in the certificate, but not:
- Damage to or deterioration directly caused by cleaning, repair, renovation, maintenance or whilst being worked upon;
  - Tapes, discs or computer software;
  - Anything specifically excluded under 3 Perils insured a)–k).
- b) Accidental breakage of mirrors, glass tops and fixed glass in furniture, ceramic hobs and of fixed glass and sanitary fixtures; forming part of the buildings situated within **property** specified in the certificate which is **your property** or for which **you** are legally responsible and is not otherwise insured but not:
- Cost of repairing removing or replacing frames.
- c) The **contents**, if and so far as these are not otherwise insured, whilst TEMPORARILY REMOVED from the **premises**, for loss or damage:
- Directly caused by any of the perils insured under 3 in this section:
    - i) In any occupied private dwelling;
    - ii) In any buildings where **you** or any permanent member of the **your** household is residing or is employed;
    - iii) In any trade building for the purpose of valuation alteration cleaning or processing;
    - iv) In any furniture depository.
  - Elsewhere directly caused by the perils of fire, lightning, explosion or earthquake only;
  - Directly caused by fire, lightning, explosion, earthquake, theft or attempted theft only during the process of removal and transit; following PERMANENT change of residence or whilst in transit to and from any bank, safe deposit or furniture depository but not:
    - i) **Contents** outside the United Kingdom;
    - ii) Any amount in excess of 20% of the **sum insured** under Section 2 in a furniture depository.
- d) Rent or alternative accommodation expenses.
- Up to twelve months loss of rent **you** would have received from existing **tenant**;
  - The reasonable extra cost of similar temporary accommodation for the **tenant** if the **property** cannot be lived in;
- as a result of loss or damage under 3 Perils insured a) - k), but not:
- Any amount in excess of 30% of the **sum insured** on **contents**.

## Section 3 – Public Liability

### 1 Who is Insured?

---

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

a) Accidental **injury** to any person;

or

b) Accidental loss of or damage to material **property**;

occurring during the period of insurance and happening in connection with the **business** within the **territorial limits**.

The most **we** will pay for claims for one accident or series of accidents, from one cause is the limit of indemnity which is £5,000,000 plus other costs incurred with **our** written consent, but not:

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

In addition, **we** will pay all other costs and expenses incurred with **our** written consent.

### 2 Extension 1 – Defective Premises Act

---

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

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

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

The most **we** will pay is £5,000,000 for any one event plus any costs and expenses incurred with **our** written consent.

### 3 Extension 2 – Cross Liabilities

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

Provided that:

The most **we** will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the certificate plus other costs incurred with **our** written consent.

## 4 Limit of Liability - £5,000,000

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The Limit of Indemnity under this section shall not exceed £5,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by **you** with Insurers' written consent in the defence of any such claim. Refer section 3 - Public Liability b).

## Section 4 – Employers Liability

### 1 Who is Insured?

---

**You** are insured against all sums which **you** become legally liable to pay as compensatory damages and claimants' costs and expenses in respect of bodily **injury**, illness or disease sustained by any gardener, cleaner, caretaker or porter arising out of the course of employment by **you** within the **territorial limits** in connection with the maintenance, care or upkeep of the **property** during the period of insurance.

The most **we** will pay under this section is £10,000,000 including costs and expenses in respect of:

- a) Any one claim;
- b) The series of claims;

made against **you** arising from any one event including all costs and expenses.

**We** will not pay in respect of:

- a) Liability for death, bodily **injury**, illness or disease caused when any employee is being carried in, or if entering into or alighting from any vehicle in circumstances where insurance or security is required under road traffic legislation;
- b) Liability assumed under any agreement unless **you** would have been liable had the agreement not been made;
- c) Liability directly or indirectly arising from ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- d) Liability directly or indirectly arising from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- e) Liability arising when the employee is:
  - Tree felling or lopping;
  - Window cleaning, painting or similar operations carried out from cradles and/or hoists;
  - The provision of, erection of, dismantling of or work from scaffolding;
  - Demolition, erection or structural alteration of, or addition to new or existing buildings;
  - Working at height greater than 3 metres or depth greater than 1 metre;
  - In the pursuit or exercise of any trade calling or profession other than in the course of employment by **you** in connection with the **business**.

## Section 5 - Special Clauses & Exclusions

The following clauses and exclusions are operative where indicated in the certificate

### 1 Alarm/Security Clause (1)

---

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

- a) The burglar alarm system shall have been put into full and effective operation:
  - Whenever the **premises** specified in the certificate is left unattended;
  - At night.
- b) The burglar alarm system shall have been maintained in good order throughout the currency of this insurance under a maintenance contract with a **company** which is a member of NACOSS (National Approved Council of Security Systems).

### 2 War and Nuclear Risks (2)

---

Sections 1, 2 and 3 of this **policy** do not cover:

- a) Damage to any **property** whatsoever or any loss or expense whatsoever, resulting or arising there from or any legal liability of whatsoever nature; directly or indirectly caused by or arising from:
  - Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - The radioactive, toxic or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- b) Any contingency occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection or military or usurped power.

### 3 Pre existing Damage Liability or Injury (3)

---

This **policy** does not cover damage, liability or **injury** occurring before the cover under **your policy** started.

### 4 Non Standard Construction Clause (4)

---

In consideration of the additional premium paid hereon, it is agreed that the term '**standard construction**' as defined in Sections 1 (Buildings) and 2 (**Contents**), does not apply to the main building of the private dwelling situated within the **premises** specified in the certificate.

### 5 Subsidence, Landslip or Heave Exclusion Clause (5)

---

Perils (g) in Section 1 (Buildings) and (j) in Section 2 (**Contents**) are excluded and of no effect.

### 6 Flood Exclusion Clause (6)

---

It is hereby agreed that Sections 1 (Buildings) and 2 (**Contents**) of this insurance do not cover:

- a) The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
  - b) Inundation from the sea;
- or
- c) Flood resulting from storm, tempest or any other peril OTHER THAN escape of water from fixed water tanks, apparatus or pipes.

### 7 Contractors Exclusion Clause (7)

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This insurance excludes any claims arising out of the activities of contractors.

## 8 Tree Pruning Clause (8)

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In accordance with **Policy** Condition 2 (Precautions); a Tree Surgeon or similar professional must, triennially, at the Insured's expense:

- a) Inspect the trees to ensure that they do not affect the structure or drains and sewers of the **property** insured;
- b) Prune or pollard the trees as appropriate;

Subject otherwise to the Terms, Exclusions and Conditions of the **policy**.

## 9 Thatch Clause (9)

---

It is a condition precedent to the liability of Insurers that:

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and will be professionally cleaned once a year prior to winter use;
- b) Thatch burn Warranty - That old thatch be burnt more than 100 metres from the **premises**;
- c) Naked Flame Warranty - No naked flame or tools producing naked flames be present in the attic or loft space at any time.

## 10 Mortgage Interest Clause (10)

---

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act of neglect of the Mortgagor or occupier of any building hereby insured, whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided that the mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the Insurers and pay an additional premium if required.

## 11 Computers and other Equipment Components or Systems (11)

---

Sections 1 and 2 of this **policy** do not cover:

- a) Damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof, whether tangible or intangible (including but without limitation, any information or programs or software) and whether **your property** or not where such damage is caused by programming or operator error, Virus or Similar Mechanism or Hacking;
- b) Loss of Rent and Alternative Accommodation directly or indirectly caused by or arising from any programming or operator error, Virus or Similar Mechanism or Hacking, including where this results from the actions of malicious persons other than thieves.

For the purposes of this Section Exclusion, the following Definitions apply:

### Definitions

- a) Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations whether involving self-replication or not;  
(This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs).
- b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data.

## 12 Excess Clause (12)

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**We** shall not be liable under the perils insured under Section 1 excluding g) for the first £100 of each and every loss in respect of occupied **property** and £250 for **unoccupied property** and **property** occupied by asylum seekers, unless shown differently in the certificate as outlined below:

- a) £250;
- b) £500;
- c) £1,000;
- d) £2,500;
- e) £5,000.

**We** shall not be liable under the perils insured under Section 2 excluding j) and f) respectively for the first £50 of each and every loss.

## 13 Pollution and Contamination (13)

---

- a) Section 3 of this **policy** excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place; **our** liability under Section 3 of this **policy** for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the limit of indemnity stated in the certificate.

- b) For the purpose of this Exclusion, pollution or contamination shall be deemed to mean:
  - All pollution or contamination of buildings or other structures or of water or land or the atmosphere;
  - and
  - All loss or damage or **injury** directly or indirectly caused by such pollution or contamination.

## 14 FLEA Clause (14)

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It is hereby noted and agreed that the **premises** insured hereunder are covered against loss or damage directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

## 15 Diminution of Value Clause (15)

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Sections 1 and 2 of this **policy** do not cover diminution of market value beyond the cost of repair or replacement.

## 16 Pressure Waves (16)

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Sections 1 and 2 of this **policy** do not cover damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 17 Minimum Security Clause (17)

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This insurance does not cover theft from the private dwelling unless the under noted minimum protections are fitted:

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

## 18 Date Recognition Clause (18)

---

Sections 1, 2 and 3 of this **policy** shall not apply to any claim directly or indirectly caused by or contributed to by or arising from the failure of 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 electronic system or any design or advice, in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

- a) Correctly to recognise any date as its true calendar date;
- b) To capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) To capture, save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command, which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date.

But this shall not exclude in respect of Sections 1 (Buildings) and 2 (**Contents**), subsequent damage not otherwise excluded, which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped, therefrom riot, civil, commotion, labour and political disturbances and strikes, malicious damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle, train or animal: provided such contingency is insured by the section.

## 19 Flat Roof Clause (19)

---

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 inspection 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.

## 20 Monthly Payment Clause (20)

---

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** premiums once per annum.

## 21 Co-insurance Clause (21)

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Notwithstanding anything stated in the undernoted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 10% of each and every claim subject to a minimum of £5,000, caused by the undernoted peril(s):

Section	Perils Insured
1	Fire

Subject otherwise to the terms exclusions and conditions of this **policy**.

## 22 Bed-sit Clause (22)

---

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

## 23 Holiday Home Clause (23)

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- a) The gas, electricity and water must be turned off at the mains and the water and heating system must be drained;
- or
- b) The holiday home shall be maintained at a temperature of not less than 55°F (13°C).

Please note that loss or damage resulting from malicious persons, escape of water, theft and **accidental damage** to fixed glass and sanitary ware; occurring after the holiday home has been **unoccupied** for 60 consecutive days or more whilst it is occupied by squatters, is excluded. This applies to both buildings and **contents**.

Subject otherwise to the terms exclusions and conditions of this **policy**.

## 24 Co-insurance Clause (24)

---

Notwithstanding anything stated in the undernoted section(s) of the **policy**, to the contrary, the Insured shall be responsible for the first 25% of each and every claim subject to a minimum of £5,000, caused by the undernoted peril(s):

Section	Perils Insured
1	Fire

Subject otherwise to the terms exclusions and conditions of this **policy**.

## 25 Notice of Change of Occupancy (25)

---

It is a condition precedent to the liability of insurers that **you** or **your** authorised representative shall notify insurers if the buildings, as specified in the certificate become let under different circumstances, or become regularly left unattended. Upon receipt of this notice, insurers reserve the right to amend the terms and conditions of this insurance.

## 26 Occupiers Non-Invalidation (26)

---

**Your** cover under this insurance shall not be prejudiced by any act or neglect by a **tenant** of any **property** where the risk of loss or damage is increased without **your** authority or knowledge, providing that when **you** become aware **you** let **us** know immediately. **We** will then tell **you** about any change in terms or increase in premium.

## 27 Changes in Your Circumstances (27)

---

**You** must tell **us** as soon as possible of any change which may affect this insurance and particularly:

- a) If **you** have been declared bankrupt or been subject to bankruptcy proceedings;
- b) If **you** have received a Police caution for or have been convicted of or been charged with, but not tried, for any offence other than driving offences;
- c) If the **property** will be **unoccupied**;
- d) If **you** no longer intend to let the **property**;
- e) If the buildings are no longer used for private residential purposes.

**You** will then be informed of any changes in the terms of this insurance.

If **you** are in any doubt, please contact **your** insurance intermediary.

## 28 Protection (28)

---

All protections provided for the safety of the building specified in the certificate must be maintained in good order and be in use at all times, when under **your** control and the buildings is left unattended or when the occupants have retired for the night.

## 29 Internal Inspections (29)

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The **property** must be inspected every 6 months by **you** or **your** representative, to confirm that the **property** is maintained in a good state of repair and records of these inspections should be kept, which must be made available to **us** on request.

### 30 Terrorism (30)

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Sections 1 and 2 of this **policy** do not cover:

- a) Direct or indirect loss or damage to any **property**;
  - b) Any legal liability;
  - c) Costs and expenses;
- or
- d) Death or **injury** to any person.

caused by, contributed to or arising from the following:

- Biological or chemical contamination due to or arising from;
- Terrorism;

or

- Steps taken to prevent control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- a) Causing or threatening harm;
- or
- b) Putting the public or any section of the public in fear.

If it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

### 31 Illegal Activities (31)

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It is hereby noted and agreed that we will not pay for any loss or damage caused as a result of the property being used for illegal activities.

### 32 Unoccupied (32)

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It is a condition of this insurance that if a property is unoccupied, then photographs of the property must be submitted within 14 days from inception or mid-term adjustment.

The photographs should clearly show the structure of the property and that it has been made secure and water-proof (photographs should show all angles of the exterior and the roof).

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

### 33 Theft Limitation Clause (32)

---

It is understood and agreed that this insurance does not cover theft or attempted theft from the home, other than as a result of violent and forcible entry.

### 34 Escape of Water Endorsement (34)

---

The property is insured for damage by the escape of water from/or the freezing of any fixed domestic water or heating installation, but not the first £500 for each and every claim.

### 35 Accidental Damage (35)

---

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

### 36 Escape of Water Limitation Clause (36)

---

This insurance cover will pay up to 10% of the policy sum insured in any one period of insurance for this peril. Excess on this insurance will be the first £250 for each and every claim.

### 37 Increased Unoccupancy Period (37)

---

In consideration of the additional premium paid hereon, it is agreed that we must be notified as soon as possible, but in any event within 90 days, whenever a property becomes empty or unoccupied. Failure to comply with any part of this section will invalidate a claim. Normal terms and conditions of unoccupancy will still apply.

## Policy Conditions

### 1 Policy Terms

---

**You** and everyone else insured under this **policy** agree to the terms of this **policy** in respect of anything that should or should not be done and the statements made and the answers in the **Proposal**/statement of fact are true and complete.

If **you** break this condition, **we** may refuse to meet any claim.

### 2 Precautions

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**You** will be required to take all reasonable precautions to prevent a claim and must keep the **property** in good condition and repair unless alternative terms have been agreed; in which case this will be clearly stated in the certificate.

### 3 Cancellation

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#### 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:

- a) No claims made under the **policy** for which **we** have made a payment;
- b) No claims made under the **policy** which are still under consideration;
- c) No incident likely to give rise to a claim but is yet to be reported to **us** during the current period of insurance.

This termination shall be without prejudice to any 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.

The cancellation will be effective as of the date the request was received, unless a later date is specified by **you**.

**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:

- a) No claims made under the **policy** for which **we** have made a payment;
- b) No claims made under the **policy** which are still under consideration;
- c) No incident likely to give rise to a claim but is yet to be reported to **us**.

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

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.

## 4 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 **RGA Underwriting** as soon as possible.

If there has been malicious damage, theft or attempted theft, **you** must also tell the police immediately.

**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.

## 5 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.

## 6 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.

## 7 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.

## 8 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.

## 9 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.

## 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 **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:

- a) To be sure **you** are talking to the right person; and
- b) That **you** are giving them the right information.

### When You contact Us

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- a) Please give **us your** name and a contact telephone number;
- b) Please quote **your policy** and/or claim number, and the type of **policy you** hold;
- c) 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

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Does **your** complaint relate to:

A: **Your policy?**

B: A claim on **your policy?**

If A: **You** need to contact **RGA Underwriting**, or the agent who sold **you your policy**. **You** can 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:

- a) Head **your** letter 'COMPLAINT';
- b) Give **your** full name, post code and contact telephone number(s);
- c) Quote the type of **policy** and **your policy** and/or claim number;
- d) Advise the name of **your** insurance agent/firm (if applicable);
- e) 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

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Should the response **you** receive be unsatisfactory, please refer the matter 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, **RGA Underwriting**. 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

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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  
RGA Underwriting Ltd  
Grove House  
551 London Road  
Isleworth  
Middlesex  
TW7 4DS

Tel: 020 8587 1060

Fax: 020 8587 1061

email: [info@rgaunderwriting.co.uk](mailto:info@rgaunderwriting.co.uk)

### Step Four – Beyond RGA

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After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask the Policyholder & Market Assistance Department at Lloyd's to review **your** case.

The address is:

Policyholder & Market Assistance Department  
Lloyd's Market Services  
One Lime Street  
London  
EC3M 7HA

Tel: 020 7327 5693

Fax: 020 7327 5225

e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Having followed this procedure, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS).

The address is:

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

(These procedures do not affect **your** right to take legal action if necessary).

### Financial Services Compensation Scheme

**If Equity Red Star is not able to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS. The first £2,000 of a claim is protected in full and 90% of the rest of the claim will be met. You can get more information from us or the Financial Services Authority or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).**

**Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority. Our registration number is 204851.**