# Landlords Buildings & Contents Insurance



Content	Page	
About Your p	policy	1
The insurance contract		2
Section A	Policy definitions	3
Section B	Buildings cover	5
Section C	Accidental Damage to Buildings	8
Section D	Liability insurance included in your Buildings cover	9
Section E	Contents cover	12
Section F	Accidental Damage to Contents	15
Section G	General conditions	16
Section H	Special claim conditions	17
Section I	General exclusions	18
Section J	Duration of the insurance	20
Section K	The payment of premiums	20
Section L	Administration Charge	20
Section M	How to claim	20
Section N	Cancellation rights under the policy	21
Section O	What you should do if you have a complaint	21
Section P	Data Protection Act Notification	23
Section Q	Compensation	24
Section R	Underwriting	24
Section S	Enquiries and assistance	24

# About your policy - Understanding and using your policy

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 3 to 4 'Policy Definitions'. From now on, whenever a word with a special meaning is used it will be printed in **bold type**.

Your policy is in two parts - the policy wording and the certificate. The policy wording explains what is and what is not covered, how we settle claims and other important information.

The certificate shows the cover selected and the premium. Please keep your certificate with the policy wording.

The day to day administration and servicing of the policy is carried out by Paymentshield Ltd on behalf of the administrator. The **Administrator** will send **you** a new **certificate** whenever **you** or **we** make a change to the insurance and each year before the anniversary date so **you** can check that the cover still meets **your** needs.

Once you have received your policy you will have 30 days to make sure the cover is exactly what you need. If it isn't, you can send back your documents and ask for the necessary changes to be made. Alternatively, you can request cancellation of the policy and you will receive a full refund of premium, as long as no claim has been made.

Remember to keep your sums insured up to date.

If you have selected buildings insurance, you should make sure your sum insured remains adequate to rebuild the insured property if you extend or make improvements to the insured property, such as installing double-glazing, adding a fitted kitchen or conservatory. If the sum insured exceeds £300,000 (our maximum cover) the policy would need to be cancelled.

If you have selected furnished or unfurnished contents your cover is for replacement as new. Remember to make sure your sum insured remains adequate to replace your contents if you buy new items. You should make certain that your furnished or unfurnished contents are insured for the correct amount at all times. If the furnished contents sum insured exceeds £40,000 or the unfurnished contents sum insured exceeds £10,000 (our maximum covers) the contents cover would need to be cancelled.

If you have any questions please contact the Paymentshield Ltd.

# About your policy - Guidance when making a claim

# Claim notification

Conditions that apply to the **policy** in the event of a claim are set out in this **policy** booklet. It is important that **you** comply with all **policy** conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this **policy** booklet.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and your home and mobile telephone numbers;
- Personal details necessary to confirm your identity;
- Policy number;
- The date of the incident;
- The cause of the loss or damage;
- Details of the loss or damage together with claim value if known;
- Police details where applicable;
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on **policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs;
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

# Preferred suppliers

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but, on request, **we** agree to pay **you** a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

## The insurance contract

This **policy** is a legal contract between **you** and **us**. The **policy** wording and **certificate** make one document and must be read together. Please keep them together.

The contract is based on the information you gave us when you applied for the insurance.

Our part of the contract is that we will provide the cover set out in this policy wording:

- For those sections which are shown on your certificate;
- For as long as you pay the premium.

Your part of the contract is:

- You must pay the premium;
- You must comply with all the conditions set out in this policy.

If you do not meet your part of the contract, we may turn down a claim, increase the premium or you may find that you do not have any cover.

From time to time for commercial reasons the Administrator may decide to change its chosen insurers. Any such change may take place at any time by the Administrator cancelling the policy (see Section N) and transferring the insurance cover to a new insurer. The Administrator will contact you not less than 21 days before your current insurance expires with details of the new proposed insurers and terms on which cover may be provided by the new insurer.

Accordingly, in order to ensure continuity of your insurance you authorise the Administrators to cancel your existing insurance and transfer your data to any new proposed insurer to provide you with the replacement cover. When contacting you with details of the new insurer and its offer of insurance for your consideration the Administrator will explain how you may revoke this authority and provide details of how you may cancel this policy, if you do not wish to continue your policy with the new insurer.

We can both choose the law which will apply to this contract. However, unless it says differently anywhere else in this policy, or unless you and we agree otherwise, the law which applies to this contract is:

- The law which applies to the part of the United Kingdom in which you live; or
- The law of England and Wales if you do not live in the United Kingdom.

This policy has been issued by Royal & Sun Alliance Insurance plc in the United Kingdom.

The language used in this policy and any communication relating to it will be English.

# Section A - Policy definitions

The special words we use in this policy document are shown in bold type with their meanings alongside them. Wherever these words appear in the policy document they will always have these meanings.

Accidental damage

means visible damage which has not been caused on purpose or inevitably.

Administrator

means Paymentshield Services Limited.

**Buildings** 

means the **insured property**, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences, hedges, gates, fixed domestic water installation, service tanks, septic tanks, pipes, cables and central heating oil tank.

Certificate

means the document we send you that details the cover you have selected under this policy.

Contents

means domestic furniture and furnishings (excluding valuables) which belong to you and are in the insured property including televisions, satellite and radio receiving aerials, fridges, freezers, washing machines, tumble driers, dishwashers, microwaves, gas and electric cookers and meters, telephones, fixtures and fittings belonging to you, or for which you are legally responsible. Contents does not include the following:

- Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), boats, sailboats, jet skis and other similar items which are waterborne, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items:
- Pets and livestock:
- Securities and documents;
- Mobile telephones;
- Any items more specifically insured by any other insurance policy; or
- Any item used for your trade or profession except in conjunction with you owning the insured property.

Direct debit

means the written or verbal authority **you** give **us** which allows **us** to collect the **premium** from **your** Bank or Building Society account.

Excess

means the amount you must pay towards any claim as specified within this policy.

**Furnished** 

means originally contracted to let to a tenant including full or partial furniture.

Insured property

means your private dwelling in the United Kingdom as detailed on your certificate which must be constructed with brick, stone or concrete and roofed with slate, tile, metal, asphalt or concrete. This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the insured property.

Money

means cash, currency notes, bank notes, money orders, cheques, postal orders, National Insurance stamps, savings stamps or certificates, premium bonds, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phonecards, prepaid electricity and gas meter cards and any other negotiable security which belong to **you** and are not used for business.

Multiple occupancy

means the insured property is let under more than one tenancy agreement.

Policy

means the statement of cover provided under document referenced RSA/PS/004.

Premium

means the monthly amount you must pay for your cover under the policy.

Proposal

means the application form **you** have completed (including the **direct debit**) and any other information **you** have given to **us**. This information can be provided in writing, by electronic means or by telephone.

Sanitary fittings means wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns,

shower trays, shower screens, baths and bath panels but not including swimming pools.

Schedule means the document we send you which confirms the premiums due under your policy.

Securities means any document or certificate which is proof of money owed.

Start date means the date on which the period of insurance commences as stated in your certificate.

Sum insured means the most we can pay for any number of claims caused by one incident.

**Tenant** means an occupier of the insured property or any part of the insured property which must

be let for residential purposes and cannot include:

Persons seeking asylum in the United Kingdom;

Students:

Persons funding rent through the benefits agency; or

Multiple occupancy.

Type of cover means either buildings cover, accidental damage to buildings cover, furnished contents

cover, accidental damage to furnished contents, unfurnished contents cover or a

combination of these as shown on your certificate.

Underground services means underground pipes, drains, cables (and their inspection covers) for which you are

legally responsible.

means not originally contracted to let to tenants as full or partially furnished. Unfurnished

means England, Scotland, Wales, Northern Ireland. United Kingdom

means that the insured property is not lawfully lived in by a tenant. Unoccupied

**Valuables** means items composed of precious metal or precious stones, jewellery, watches, furs, curios

and works of art, computer equipment, money or portable electrical equipment other than

televisions or radios.

means the person named on the certificate. You

means belonging to you or for which you are legally responsible. Your

means: We/Our/Us

Royal & Sun Alliance Insurance plc No. 93792 Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL for all sections.

# Section B - Buildings cover

This section explains the details of your cover if you have selected the buildings section as shown on your certificate.

1	The fellowing are incomed.	Restrictions:	Exclusions:
-	The following are insured:	Restrictions:	Exclusions:
a)	Your buildings including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and sanitary fittings.		
b)	Extra costs necessary in restoring the damage by an insured cause to your buildings:  To pay architects, surveyors and legal fees.  To clear debris, demolish buildings or make them safe.  To comply with government or local authority requirements.		Fees for preparing any claim.  Any government or local authority requirements known by <b>you</b> but not disclosed to <b>us</b> at the time of making <b>your proposal</b> or amending this insurance.
c)	If the insured property is made uninhabitable by any insured cause we will pay for:  Loss of any rents receivable or payable including up to two years ground rent.  The necessary cost of alternative accommodation for your tenant.  Temporary storage of furniture incurred by you.	<b>You</b> can only claim up to 15% of the <b>buildings sum insured</b> .	Loss of receivable rent when the insured property is unoccupied for more than 90 (ninety) days and there is no contracted future tenancy agreement in force at the time of the occurrence of the damage.
2	<b>You</b> are insured against loss or damage caused by the following events:	Restrictions:	Exclusions:
a)	Fire, smoke, explosion, lightning or earthquake.	<b>You</b> must pay the <b>excess</b> of £100.	Loss or damage caused by pollution or contamination.  Any damage which occurs gradually.
b)	Riots, civil commotion, labour and political disturbances or strikes.	You must pay the excess of £100.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.	Loss or damage occurring after the <b>insured property</b> is <b>unoccupied</b> for more than 90 (ninety) days.

c)	Malicious damage or vandalism.	You must pay the excess of £250.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.	Loss or damage caused by anyone lawfully in or within the grounds of the insured property.  Loss or damage occurring after the insured property has been unoccupied for more than 90 (ninety) days.  Loss or damage caused by an evicted tenant.
d)	Storm or flood.	<b>You</b> must pay the <b>excess</b> of £100.	Loss or damage caused by frost.  Loss or damage to fences, hedges and gates.  Damage caused by a rise in the water table.  Loss or damage caused by penetrating damp or condensation.
e)	Impact with the <b>insured property</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.	<b>You</b> must pay the <b>excess</b> of £100.	Loss or damage caused by felling or lopping of trees and branches.  Loss or damage to fences, hedges and gates.  Loss or damage caused by insects, vermin, birds or pets.
f)	Subsidence or heave of the site on which the <b>insured property</b> stands or land belonging to it or landslip.	<b>You</b> must pay the <b>excess</b> of £1,000.	Damage caused by coastal or river erosion.  Damage to or resulting from the movement of solid floors unless the foundations beneath the external walls of the insured property are damaged at the same time and by the same cause.  Faulty workmanship, poor design or the use of defective materials or damage caused by any of them.  Damage caused by normal shrinkage or settlement.  Loss or damage caused by demolition or structural changes to the insured property.

			Damage to terraces, patios, tennis courts, outdoor swimming pools, drives, footpaths, walls, hedges, gates, fences, drains, septic tanks, pipes, cables and oil tanks unless the <b>insured property</b> is damaged at the same time and by the same cause.  Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b> .
g)	Escape of water from, or the freezing of water in washing machines, dishwashers or any fixed domestic water or heating installation.  Escape of oil from any fixed domestic oil heating installation.	You must pay the excess of £250.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.	Loss or damage occurring after the insured property has been left unoccupied for more than 90 (ninety) days.  Damage to the fixed domestic water installation or pipework unless freezing has occurred.  Any consequential damage in locating the escape of water.  Any subsequent subsidence of the buildings following an escape of water.
h)	Theft or attempted theft.	You must pay the excess of £100.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.	Loss or damage occurring after the insured property has been left unoccupied for more than 90 (ninety) days.  Loss or damage caused by anyone who is lawfully in or within the grounds of the insured property.  Loss or damage caused by an evicted tenant.
3.	How much the <b>buildings</b> are insured for:	Restrictions:	Exclusions:
a)	The <b>sum insured</b> for <b>buildings</b> is £300,000 and is the most <b>you</b> can claim for any one loss.		

4.	Insurance for a contracting purchaser:	Restrictions:	Exclusions:
a)	If you have entered into a contract to sell the insured property and the purchaser has not insured the insured property before completion of the sale, the purchaser will have the benefit of this insurance up to the date of completion.	The normal restrictions shown in this document apply to the contracting purchaser.	

# Section C - Accidental Damage to Buildings

This section explains the details of your cover if you have selected the accidental damage to buildings section as shown on your certificate.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Accidental damage to buildings including fixtures,	<b>You</b> must pay the <b>excess</b> of £250.	External television receiving equipment.
	fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and sanitary fittings.	If the property is <b>unoccupied</b> for between 45 and 90 days, <b>you</b> must pay the <b>excess</b> of £500.	Loss or damage after the insured property has been unoccupied for more than 90 (ninety) consecutive days.
			Loss or damage caused by wear and tear, depreciation, anything that happens gradually, mechanical or electrical breakdown.
			Loss or damage caused by pets, insects, vermin, fungus, weather conditions or the effect of light.
			Loss or damage caused by cleaning, repair or restoration.
			Loss or damage caused by faulty workmanship or design, or the use of defective materials.
			Loss or damage caused by normal shrinkage or settlement.
			Loss or damage caused by demolition or structural changes to the <b>insured property</b> .

			The cost of routine maintenance or repair.
			Loss or damage caused by wet rot or dry rot.
			Mechanical or electrical breakdown of any fixed domestic water installation.
			Any amount recoverable from the <b>tenant</b> .
			The cost of maintenance or normal decoration.
			Damage caused by <b>your</b> failure to follow any manufacturers instructions.
b)	Accidental breakage of	<b>You</b> must pay the <b>excess</b> of	Damage by wear and tear.
	underground drains and pipes, and <b>Accidental Damage</b> to cables and underground tanks providing services to or from the <b>insured property</b> and for	£250.	Costs of clearing a blockage which has not resulted in physical damage to the drain, pipe, cable or tank itself.
	which <b>you</b> are legally responsible.		Any amount recoverable from the <b>tenant</b> .

# Section D - Liability insurance included in your Buildings cover

This section explains the details of your liability cover if you have selected the buildings section as shown on your certificate.

1.	The following property owners liabilities are insured:	Restrictions:	Exclusions:
a)	You (or your personal representative in the event of your death) are insured against any legal liability for damages caused by you as owner of the insured property and its land arising from:  Accidental bodily injury (including death, disease and illness) to any person occurring during the period of insurance.  Accidental damage or loss to material property that is not yours occurring during the period of insurance.	We only pay for costs incurred with our written consent.  The most we shall pay for a claim is £2,000,000.  The action against you must be brought in a court in the United Kingdom.	Liability resulting from your trade, profession or business other than as the owner of the insured property covered by this policy.  Legal liability arising from any contract or other agreement made by you unless you would have been liable even if you had not made the contract or agreement.  Any responsibility arising from you owning any property or land other than the insured property.

	Including <b>your</b> defence costs and expenses, if incurred by <b>you</b> , arising out of <b>your</b> ownership of the <b>insured</b> <b>property</b> .		<b>Your</b> owning or using lifts or vehicles.
			Liability arising from the insured property which is disposed of by you after the date of expiry or cancellation of this policy.
			Liability arising directly or indirectly from any demolition, alteration, or repair of the building by <b>your</b> employees.
			Any liability arising from <b>you</b> owning, possessing or using any:
			<ul> <li>Aircraft.</li> <li>Watercraft or hovercraft.</li> <li>Animal.</li> <li>Caravan or trailer.</li> <li>Firearm, crossbow, or other weapon.</li> <li>Motor vehicle, other than gardening equipment (which is not used on a highway).</li> </ul>
			Injury to <b>you</b> .
			Loss or damage to property owned by <b>you</b> or in <b>your</b> possession.
			Any unlawful or deliberate act.
			Bodily injury to any of <b>your</b> employees or employees working on <b>your</b> behalf or in connection with this insurance.
			Liability arising out of pollution and/or contamination of any property.
			Any punitive damages awarded against <b>you</b> by a court.
			Any responsibility covered by any other policy.
b)	You (or your personal representative in the event of your death) are legally liable to pay under Section 3 of the Defective Premises Act 1972	<b>We</b> only pay for costs incurred with <b>our</b> written consent.	Any punitive damages awarded against <b>you</b> by a
		The most <b>we</b> shall pay for a claim is £2,000,000.	court.
	or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for:	The action against <b>you</b> must be brought in a court in the <b>United Kingdom</b> .	

	Accidental death or bodily injury to another person; or     Loss or damage to property owned by other persons.  arising from faults in the insured property described in this policy, including your defence costs and expenses, if incurred by you.		
c)	Solicitors' fees incurred by <b>you</b> in respect of:  Representation at any Coroner's inquest; representation at any fatal accident enquiry; Defence in any court of summary jurisdiction arising out of any possible claim.	The inquest, enquiry or court must be in the <b>United Kingdom</b> .	

# **Buildings**

# How we settle claims

If you wish to claim under this section of your policy please follow the steps detailed in 'How to claim' on page 20. You should also read the Claims conditions and Policy exclusions on pages 17 to 20.

# How we settle claims for buildings

 We will pay for the reasonable cost of work carried out in repairing or replacing the damaged parts of your buildings and agreed fees and related costs.

At our option we will arrange for specialist investigations to be carried out.

We may take over and conduct in your name with complete and exclusive control, the defence or settlement of any claim.

If the repair or replacement is not carried out, **we** will pay the decrease in market value of **your buildings** due to the damage but not more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

At our option we will make a cash settlement but we will not pay more than it would have cost us to repair the damage to your buildings if the repair work had been carried out without delay.

No allowance will be made for VAT when a cash settlement is made.

- 2. Where an excess applies, this will be taken off the amount of your claim.
- 3. If your buildings have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all your buildings in the same way, size, style and appearance as when they were new, including fees and related costs, we will pay the cost of repairing or replacing the damaged parts of your buildings and we will, where appropriate, take off an amount for wear and tear.

4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the **sum insured** or any limits shown in **your policy**.

We will not pay for:

- · Loss of value resulting from repairs to or replacement of damage to your buildings;
- Replacing or changing undamaged parts of your buildings which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area.

## Section E - Contents cover

This section explains the details of your cover if you have selected the contents section as shown on your certificate.

1.	The following are insured:	Restrictions:	Exclusions:
a)	Your contents.	The most <b>you</b> can claim for any individual item is £5,000. <b>We</b> will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250 in value.	Loss or damage if items are left in a motor vehicle or caravan, unless violence or force has been used to enter the vehicle or caravan.  Accidental damage to any item (unless accidental damage to contents cover has been included on your policy).  Loss or damage caused by insects, vermin, birds or pets.
2.	<b>You</b> are insured against loss or damage caused by the following events:	Restrictions:	Exclusions:
a)	Fire, smoke, explosion, lightning or earthquake.	You must pay the excess of £100.	Loss or damage caused by pollution or contamination.  Any loss or damage which occurs gradually.
b)	Riots, civil commotion, labour and political disturbances or strikes.	You must pay the excess of £100.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.	Loss or damage occurring after the <b>insured property</b> has been <b>unoccupied for</b> more than 90 (ninety) days.

(c)	Malicious damage or vandalism.	You must pay the excess of £250.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.  When the insured property is left without any occupants, or when the tenants retire at night, we will not provide any cover for malicious acts or vandalism at the insured property, unless the following security condition is met:  Use all the locks and bolts on all the outside doors;  Use all the locks and security fastenings on all the windows;  Set the burglar alarm if you have one;  Remove all the keys from all of the locks.  When the tenants retire at night the locks and security fastenings on windows in occupied rooms do not need to be used.	Loss or damage caused by anyone lawfully in or within the grounds of the insured property.  Loss or damage occurring after the insured property has been unoccupied for more than 90 (ninety) days.  Loss or damage caused by an evicted tenant.
d)	Storm or flood.	<b>You</b> must pay the <b>excess</b> of £100.	Loss or damage caused by frost.  Loss or damage to property in the open.  Damage caused by a rise in the water table.  Loss or damage caused by penetrating damp or condensation.
e)	Impact with the <b>insured property</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.	<b>You</b> must pay the <b>excess</b> of £100.	Loss or damage caused by felling or lopping of trees and branches.  Loss or damage caused by insects, vermin, birds or pets.

f)	Subsidence or heave of the site on which the <b>insured property</b> stands or land belonging to it or landslip.	You must pay the excess of £100.	Damage caused by coastal or river erosion.  Damage to or resulting from the movement of solid floor.  Faulty workmanship.  Damage caused by normal shrinkage or settlement.  Loss or damage caused by demolition, repair or structural changes to the insured property.
g)	Escape of water from washing machines, dishwashers or the freezing of water in any fixed domestic water or heating installation.  Escape of oil from any fixed domestic oil heating installation.	You must pay the excess of £250.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.	Loss or damage occurring after the insured property has been left unoccupied for more than 90 (ninety) days.  Damage caused to the installation or appliance that brought about the escape of water.
h)	Theft or attempted theft.	You must pay the excess of £100.  If the property is unoccupied for between 45 and 90 days, you must pay the excess of £500.  The most we shall pay for any one claim for items which are in the garage or any of the outbuildings belonging to your home is £500.  When the insured property is left without any occupants, or when the tenants retire at night, we will not provide any cover for theft or attempted theft at the insured property, unless the following security condition is met:  Use all the locks and bolts on all the outside doors;  Use all the locks and security fastenings on all the windows;  Set the burglar alarm if you have one;  Remove all the locks.	Loss or damage occurring after the insured property has been left unoccupied for more than 90 (ninety) days.  Loss or damage caused by anyone who is lawfully in or within the grounds of the insured property.  Loss or damage caused by an evicted tenant.

		When the <b>tenants</b> retire at night the locks and security fastenings on windows in occupied rooms do not need to be used.	
3.	How much the <b>contents</b> are insured for:	Restrictions:	Exclusions:
a)	If the insured property is furnished the sum insured for contents is £40,000 and is the most you can claim for any one loss.  If the insured property is unfurnished the sum insured for contents is £10,000 and is the most you can claim for any one loss.	Please refer to any specific restrictions for any type of item or type of claim.  The most <b>we</b> will pay for <b>contents</b> in the open is £250.	

# Section F - Accidental Damage to Contents

This section explains the details of your cover if you have selected the accidental damage to contents section as shown on your certificate.

1.	The following is insured:	Restrictions:	Exclusions:
a)	Accidental damage to your contents.	Only applies if the insured property is furnished.  The most you can claim for any individual item is £5,000.  We will require a receipt, original valuation or suitable proof of purchase at the point of claim for any item that exceeds £250 in value.  You must pay the excess of £250.  If the property is unoccupied for between 45 and 90 days,	Loss or damage after the insured property has been unoccupied for more than 90 (ninety) days. Loss or damage caused by wet rot or dry rot. Loss or damage caused by pets. Mechanical or electrical breakdown. Any amount recoverable from the tenant. Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration
		<b>you</b> must pay the <b>excess</b> of £500.	Any damage which occurs gradually.  Damage caused by <b>your</b> failure to follow any manufacturers instructions.

#### Contents

#### How we settle claims

If you wish to claim under this section of your policy please follow the steps detailed in 'How to claim' on page 20. You should also read the Claims conditions and Policy exclusions on pages 17 to 20.

# How we settle claims for contents

- If an item has been damaged and it can be economically repaired we will either arrange or authorise repair and we will pay the cost of repair.
  - Otherwise, we will replace the item with a new one of similar quality through our preferred suppliers, or at our option, we will pay the replacement cost of a new item of similar quality.
  - If we agree, at your request, not to repair or replace an item, at our option we will make a cash or voucher settlement equal to the cost we would have paid for replacement or repair through our preferred suppliers.
- 2. We will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use which are only damaged in one area when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
- 3. We will not pay for any loss of value to any item which we have repaired or replaced.
- 4. Where an excess applies, this will be taken off the amount of your claim.
- 5. If loss or damage happens and the **sum insured** is less than the cost of replacing all **your contents** as new, **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
- 6. The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the **sum insured** or any limits shown in **your policy**.

#### Section G - General conditions

These are the conditions of the insurance you will need to meet as your part of this contract.

# Taking care

You must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the **insured property** and all **contents** in good condition and in good repair.

# Changes in your circumstances

You must tell the Administrator within 30 days as soon as you know about any of the following changes:

- Work is to be done on the building which is not routine repair, maintenance or decoration.
- If you have any conviction for any offence.

There is no need to tell **us** about parking or speeding offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.

• If you have received any formal police caution.

There is no need to tell us about police cautions for parking or speeding offences.

- If the type of tenant(s) living in the insured property changes (i.e. if you told us professional working people
  would occupy the residence and now they are students).
- Any increase in the value of your contents or the rebuilding cost of your buildings.

We will insure up to a maximum of ten (10) buildings owned by you. Each building requires an individual proposal and policy. You must inform us if this number exceeds 10.

We may re-assess your cover and premiums when we are told about changes in your circumstances. If you do not tell us about changes or give us incorrect information, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

# Fraud

If you, your family or anyone acting on your behalf:

- a) Makes any false or fraudulent claim
- b) Makes any exaggerated claim
- c) Supports a claim by false or fraudulent documents, devices or statements (whether or not the claim itself is genuine)
- d) Makes a claim for loss or damage which the insured or anyone acting on the insured's behalf deliberately caused we may:
- i. Refuse to pay the whole of the claim; and
- ii. Recover from you any sums that we have already paid in respect of the claim.

We will also notify you if we will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) - (d) above. In that event, you will:

- Have no cover under the policy from the date of termination; and
- Not be entitled to any refund of premium.

# Transferring your interest in the policy

You cannot transfer your interest in this policy to anyone else without our written permission.

# Monthly Policies

This is a monthly contract. We have the right (which we may not use) to continue the policy and collect premiums each month. We may vary the terms of the policy (including the premium) providing you with 21 days notice to your last known address before we do so. If you decide that you do not want us to continue with the policy and collect the premium each month, as long as you tell us at least 10 days before the next premium is due, we will not collect it.

#### Other conditions

There are other conditions which relate to any claim you may make and these are shown below headed 'Claims conditions'. You should also refer to any conditions shown under individual sections of your policy.

# Section H - Special claim conditions

## Claims conditions

These are the claims conditions you will need to keep to as your part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

When an incident occurs which may result in a claim, you must also read the information on 'How to claim' on page 20.

You should also check the information on 'How we settle claims' under the section of your policy which covers the loss or damage, e.g. contents, buildings.

# What you must do

If you are the victim of theft, riot, a malicious act or vandalism, tell the police immediately and ask for a crime reference number and tell us as soon as you can, or in the case of riot tell us immediately.

For all other claims, tell us as soon as you can.

You should do all we reasonably ask you to do to get back any lost or stolen property.

Do not throw away any damaged items before we have had a chance to see them.

To help us deal with your claim quickly, we may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs;
- Purchase dates of lost or damaged items;
- For damaged items, confirmation by a suitably qualified expert that the item you are claiming for is beyond repair.

# Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything we can and to make sure no more damage happens. You must help us to do this but you must not abandon your property to us.

You must not settle, reject, negotiate or offer to pay any claim you have made or intend to make under this policy without our written permission. We have the right, if we choose, in your name but at our expense to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must give us, at your reasonable expense, all the information we ask for about any claim. You must help us to take legal action against anyone or help us defend any legal action if we ask you to.

When you call us, at our option we will:

- Ask you to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of our Claims Advisors or an independent loss adjuster their aim is to help us agree a fair settlement with you; or
- Arrange for the repair or a replacement as quickly as possible.

#### Other insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide us with full details of the other insurance policy. We will only pay our share of any claim.

#### Section I - General exclusions

These exclusions apply to all sections of your policy.

This insurance does not cover:

Exclusion:	Meaning:
Radioactive contamination	Any claim or expense of any kind caused directly or indirectly by:     Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel.     The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War risks	Any loss or damage caused by any sort of war, invasion or revolution.
Terrorism	Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.  For the purpose of this exclusion terrorism means the use or threat of use of biological, chemical, radiological and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government(s) or put any section of the public in fear.
Sonic Bangs	Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
Pollution or contamination	Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which was:  • As a result of an intentional act. • Expected or should have been expected. • Not sudden. • Not during any insurance period.
Rot	Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance.
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials.
Events before the <b>start date</b>	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the <b>start date</b> .
Date change and computer viruses	<ul> <li>Direct or indirect loss or damage caused:</li> <li>To equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.</li> <li>By computer viruses.</li> <li>Liability arising directly or indirectly from:</li> <li>Equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.</li> <li>Computer viruses.</li> <li>Equipment includes computers and anything else insured by the policy which has a microchip in it.</li> <li>Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.</li> <li>Microchips include integrated circuits and microcontrollers.</li> <li>Computer viruses include any programme or software which prevents any</li> </ul>
	operating system, computer program or software working properly or at all.

Associated claim costs	Your costs in preparing, proving, agreeing or negotiating your claim.
Consequential loss or costs	Any costs incurred without <b>our</b> approval or permission.

#### Section J - Duration of the insurance

This is a monthly contract. The **policy** is issued for an initial period from the **start date** to the date the first **premium** is due and will automatically continue for a further month on payment of each **premium** as it falls due.

The **premium** charged reflects **your** no claims history for that month. Therefore if **you** claim under this **policy** it will affect **your** entitlement to no claims discount in the calculation of **your premium** from the next monthly **premium** due.

# Section K - The payment of premiums

Premiums are collected monthly in advance by direct debit. The date on which the first premium becomes due for payment is shown on the schedule.

We can change your premium immediately to reflect changes in your no claims history.

We can change your premium for other reasons by giving you 21 days notice in writing. The premium includes Insurance Premium Tax (IPT) at the current rate. If we are required by law to increase the level of Insurance Premium Tax or make any other charges, we will increase your premium from the date any such charges are implemented.

In the event that a **premium** remains unpaid 30 days after the date on which it is due to be paid, cover under this **policy** shall cease.

If the payment date changes Paymentshield will notify **you** 21 days in advance of **your** account being debited or as otherwise agreed.

Any premiums or premium refunds held by the Administrator and/or Paymentshield Ltd will be held on our behalf.

# Section L - Administration Charge

The Administrator reserves the right to apply an administration charge of up to £1 per month (subject to Insurance Premium Tax) to your policy.

## Section M - How to claim

#### To make a claim

- Check the **policy** and **your certificate** to see whether or not the event is covered.
- If you are a victim of theft or vandalism tell the police first and ask for an incident number. It would be helpful if
  you have an approximate cost to replace or repair the item(s) you would like to claim for.
- Telephone the claims helpline on 0345 6011 060 and confirm your certificate number.

We will register the claim from the details you provide and tell you what to do next.

You should not admit fault if you are being held responsible for injury or damage. In this instance you should send all documents unanswered and without delay to:

Paymentshield Claim Team Royal & SunAlliance Claims Department PO Box 21561 Stirling FK7 1AA

We follow the Association of British Insurers Claims Code, copies of which are available on request.

# Section N - Cancellation rights under the policy

You can cancel your cover by writing to the address on your certificate and your cover will end on the date we receive your written request, or you can telephone our Customer Services Team on 0345 6011 050.

If, having examined your policy, you decide not to proceed, you have a statutory right to cancel for up to 14 days from the **start date**, however, **we** offer a 30 day cancellation period without charge. **We** will not refund any **premium** if you cancel your cover more than 30 days after the **start date**.

We can cancel your cover by giving you 30 days written notice. This will not affect your rights to receive claim benefits for any event that occurred before the cancellation date.

We also reserve the right to terminate the policy in the event that there is a default in instalment payments due by giving you 7 days notice at your last known address.

# Section O - What you should do if you have a complaint

#### Sales

If you are unhappy with any aspect of the sale of this policy or have cause for complaint you should initially contact the person who arranged the cover for you.

## Administration

Paymentshield handles complaints regarding general administration on our behalf.

If **you** are unhappy with the general administration of the **policy** or have cause for complaint **you** should contact the Paymentshield Customer Services Team on 0345 6011 050 or in writing by letter or email to:

The address is:

Paymentshield Limited PO Box 229 Southport, PR9 9WU

Email: enquiries@paymentshield.co.uk

The Customer Services Team will tell you what Paymentshield will do to resolve your concerns and how long it will take.

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

If you have a complaint about any aspect of our service, you should contact us in the first instance. If you remain dissatisfied with our response or 8 weeks have elapsed from the date we received your complaint, you may be eligible to refer your complaint to FOS. The contact details for the Ombudsman can be found below:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines) and 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers). E-mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

#### Claims

If you are unhappy about Claims handling on the policy you should contact the Claims Manager by telephone or in writing.

The address is: Paymentshield Claims Team Royal & SunAlliance Claims Department, PO Box 21561, Stirling, FK7 1AA

Telephone: 0345 026 1132

The Claims Manager will tell you what they will do to resolve your concerns and how long it will take.

At Royal & SunAlliance, **we** are committed to going the extra mile for **our** customers and wherever possible, exceeding their expectations.

If you believe that we have not delivered the claims service you expected or you are concerned about any aspect of the claims service we have provided, then please let us know.

## We promise to:

- Fully investigate your complaint;
- Keep you informed of progress;
- Do everything possible to resolve your complaint;
- Learn from our mistakes;
- Use the information from your complaint to proactively improve our service in the future.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted within this time.

In the unlikely event that **your** concerns have not been resolved within this time, **we** will issue a letter acknowledging **your** complaint, letting **you** know the reasons why and **we** will continue to keep **you** well informed of the further actions **we** will be taking to reach a suitable conclusion.

Where you remain dissatisfied with the response regarding claims handling or general administration you may refer the matter to The Customer Relations Manager.

Customer Relations can be contacted at:

The address is: Customer Relations Office

Royal & SunAlliance

**Bowling Mill** 

Dean Clough Industrial Park

Halifax HX3 5WA

Telephone: 0800 107 6160 Fax: 01422 325146

Email: halifax.customerrelationsoffice@uk.royalsun.com

who will conduct a separate investigation and full review of **your** general administration or claims complaint, which will be concluded by issuing a final response letter.

If you are still dissatisfied with the final response you receive, or your complaint has not been resolved within 8 weeks, you have the right to ask the Financial Ombudsman Service (FOS) to review your case.

The address is: The Financial Ombudsman Service (FOS)

Exchange Tower

London E14 9SR

0800 023 4567 (calls to this number are now free on mobile phones and landlines.

Telephone: Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.

Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

Email: complaint.info@financial-ombudsman.org.uk

If you contact any of the above organisations, this will not affect any right of legal action you may have under the policy.

## Section P - Data Protection Act Notification

## Data Protection Act 1998

Please read the following carefully as it contains important information relating to the details that **you** have given **us**. **You** should show this notice to any other party related to this insurance.

We are required to send you this information to comply with current Data Protection legislation. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and the Administrator and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of the Royal & Sun Alliance Insurance Group of companies, the Administrator or their agents or subcontractors.

Both we and the Administrator may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

# Fraud Prevention, Detection & Claims History

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

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or
  inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you
  and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to (see below).

# Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd).

The aim is to help **us** to check information provided and also to prevent fraudulent claims. When **we** deal with a request for insurance, **we** may search the register.

Under the conditions of your policy, you must tell us about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the register.

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

#### How to contact the Data Protection Liaison Officer

If you have questions about the Administrators or Paymentshield's use of personal information, or if you believe our records are inaccurate, you should write to the:

Data Protection Officer Paymentshield Limited PO Box 229 Southport PR9 9WU

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer Customer Relations Office Royal & SunAlliance Bowling Mill Dean Clough Industrial Park Halifax HX3 5WA

# Section Q - Compensation

We are a member of the Financial Services Compensation Scheme (FSCS). The scheme provides compensation if its members go out of business or into liquidation and are unable to meet any valid claims under its policies. Further information on the scheme can be obtained from the FSCS on 0800 678 1100 (Monday – Friday, 8.30am – 5.30pm) 020 7741 4100 (Monday – Friday, 8.30am – 5.30pm) or by email at enquiries@fscs.org.uk.

# Section R - Underwriting

The insurance for this **policy** is underwritten by Royal & Sun Alliance Insurance plc which is authorised and regulated by the Financial Conduct Authority (FCA) as an insurance company and to undertake insurance mediation under registration number 202323. **You** can check this out by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

# Section S - Enquiries and assistance

If you have any queries about your policy please contact the Paymentshield Customer Services Team on 0345 6011 050.

# A Guide to Direct Debit Payments (this section does not form part of the policy conditions)

The premium for your policy is collected by monthly Direct Debit from your bank account.

We can accept your instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction you have given to us
- Electronically (if collected by your intermediary) or through the internet



#### The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Buildings Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change, Paymentshield will notify you normally 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Paymentshield or your Bank or Building Society, you are guaranteed a
  full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please
  also send a copy of your letter to Paymentshield.

The insurance for this policy is underwritten by Royal & Sun Alliance Insurance plc. Registered in England and Wales, company number 93792. Authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority as an insurance company and to undertake insurance mediation under registration number 202323.

Paymentshield Services Limited is an Appointed Representative of Paymentshield Ltd which is regulated by the Financial Conduct Authority (FCA) under registration number 312708, and registered in England and Wales at Paymentshield House, Southport Business Park, Wight Moss Way, Southport, PR8 4HQ.

You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

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Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures.

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This document is also available in Braille, large print and audio cassette.