# Renters Insurance

All you need to know



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# Welcome to Royal Bank of Scotland Renters Insurance

Thank you for insuring your contents with Royal Bank of Scotland Renters Insurance, which is underwritten by U K Insurance Limited. We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble free as possible.

This policy booklet provides all the details you need to know about your insurance policy. Please read this alongside your schedule and home proposal confirmation.

We hope that you will insure with us for many years to come.

#### Hints and tips

What you need to do if you make a claim > see page 6

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# **Summary of policy limits**

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Contents	
Valuables inner limit	Up to 30% of Contents sum insured
Valuables single item limit	£1,000
Alternative accommodation and storage	e 20% of Contents sum insured
Theft from outbuildings/garages	£1,500
Money in the home	£500
Downloaded content	£1,000
Business equipment	£5,000
Tenant's liability	£5,000
Personal liability	£1,000,000

Personal Possessions	Optional with Contents
Single item limit	£1,000
Pedal cycles (per cycle)	£500
Money	£500
Theft from unattended motor vehicle	£1,000

Legal Protection	Optional
Legal costs and expenses	£100,000

## **Policy conditions**

#### **Important Information**

#### Your home insurance contract is made up of

- this policy book
- vour schedule
- vour proposal confirmation.

#### What you need to do

- Please read this policy booklet and your schedule to make sure you know exactly what your insurance covers.
- Check your proposal confirmation and your schedule, which sets out the information you have given us, carefully.
- If you think there is a mistake, or if you need to make changes, you should tell us immediately.
- If you don't give us correct information, or if you don't tell us about any changes:
  - your policy may be invalidated
  - we may reject your claim
  - we may not pay your claim in full.

#### Meeting your needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs and just to let you know our consultants may receive a bonus if you purchase any cover with us.

#### The law that applies

**You** and **we** may choose which law will apply to this policy. Unless both parties agree otherwise, English law will apply.

**We** have supplied this policy and other information to **you** in English and **we** will continue to communicate with **you** in English.

#### How to claim

#### Contents or Personal Possessions 0345 301 5287

If **you** need to claim:

- call the claims number as soon as possible
- don't make any arrangements for replacement or repair before **you** call
- when **you** call **we**'ll ask for:
  - your policy number
  - information about the extent of the loss or damage
  - your crime or loss reference number (if relevant).

# Legal Protection claims and legal advice line

Optional with Section 3

0345 246 4323

We're open 24 hours, 365 days a year.

#### This policy doesn't cover

X Just like most insurers we don't cover:

- Wear and tear.
- Maintenance and routine decoration.
- Loss or damage as a result of the lack of maintenance and/or routine decoration.
- Reduction in value.
- Damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin
- The cost of repairing or replacing any item following a mechanical or electrical fault or breakdown, or where it has failed or stopped working despite there being no apparent damage.
- Damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item.
- Tearing, scratching, chewing or fouling by any pet or domesticated animal.
- · Any damage caused gradually.
- Faulty workmanship, faulty design or the use of faulty materials.
- Items held or used for business purposes except those listed as business equipment in the definitions.
- Any loss, damage or legal liability caused, or allowed to be caused, by the deliberate, wilful or malicious act of you or any paying quest or tenant.
- Any loss, damage or legal liability resulting from the illegal acts of you or any paying quest or tenant.

### **Section 1 Contents**

1 Defined words appear in **bold** – see page 28 for definitions.

#### A Core cover

# The contents in your home are covered for damage caused by

#### ✓ Storm or flood

#### Water or oil escaping from fixed water or heating systems

We also cover water or oil escaping from:

- · underground drains and pipes
- domestic appliances
- storage tanks.

#### X We don't cover:

- tanks, pipes, appliances or heating systems themselves
- damage caused by the failure, wear and tear or lack of grouting or sealant
- loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in your home. However, you may have cover under Section 1C Accidental damage. Your schedule will show if you have this cover
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### Theft or attempted theft from your home

#### **X** We don't cover:

- loss by deception, unless the only deception used is to get into your home
- loss of money unless force and violence is used to get into or out of your home
- loss or damage caused by paying guests or tenants, or while your home or any part of it is sub-let
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

**We** will pay up to £1,500 for any **contents** claim following a theft from **your** garages or outbuildings.

## ✓ Fire, explosion, lightning, earthquake and smoke

- **We** don't cover loss or damage caused by:
  - heat distortion unless accompanied by flames
  - tobacco burns, unless accompanied by flames

# ✓ Being hit by vehicles, aircraft, flying objects and animals

**We** also cover damage from anything that drops from an aircraft or flying object.

**We** don't cover damage caused by pets.

#### ✓ Vandalism or malicious acts

- X We don't cover:
  - loss or damage caused by paying guests or tenants
  - loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### ✓ Falling trees or branches

- ✓ Falling TV aerials, radio aerials, satellite dishes and their fittings
- Riot, civil unrest, labour disputes or political disturbance

#### **B** Additional cover

#### You're covered for

#### ✓ Frozen and chilled foods

**We** will pay the cost of replacing any food in **your** freezer or fridge that is lost or damaged by:

- the temperature rising or falling
- the refrigerant or refrigerant fumes escaping.

#### X We won't pay:

- if your freezer or fridge is over 10 years old, unless it is regularly serviced
- for loss or damage resulting from a deliberate act or neglect by you, or by your electricity provider or their employees or agents
- for loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### ✓ Moving home

We will pay for loss of or damage to your contents by a cause listed under Sections 1A (and 1C, if shown in your schedule) while the contents are being moved from your home to another private property that you are going to live in permanently within the British Isles. This includes cover while the contents are temporarily stored for up to 72 hours.

#### **X We** won't pay for loss or damage:

- to money
- to china, glass, earthenware or other fragile items
- to bicycles
- · caused by any paying guest or tenant.

#### ✓ Oil and metered water

We will pay for the value of:

- · oil from a domestic heating installation
- metered water.

that is lost by a cause insured under Section 1A.

#### Alternative accommodation, kennel fees and storage

**We** will pay up to 20% of the contents sum insured if **your home** is uninhabitable following a valid claim made under Section 1A or 1C for:

- the cost of providing alternative accommodation for you and kennel fees for your pets while your home is uninhabitable
- the cost of temporarily storing your contents while your home is being repaired.

We will only provide cover for your contents if:

- they aren't covered by any other insurance policy
- we have arranged for their temporary storage.

Alternative accommodation where appropriate will be reflective of the individuals' needs. Each claim will be reviewed taking into account the duration, location and occupancy and will continue for the shortest amount of time necessary to restore/replace your contents and/or to make your home habitable.

We won't pay for:

- any subscription based services to **your** alternative accommodation
- any costs associated with keeping livestock and/or horses.

Please note **we** may not pay for costs **you** incur without **our** prior agreement.

#### ✓ Downloaded content

We will pay up to £1,000 to replace content that you have bought and stored on your home computer, mobile phone or other portable entertainment device that is lost or damaged by any cause listed in Section 1A.

**X** We won't pay for rewriting the lost information.

#### C Accidental damage

#### This cover is optional

#### You're covered for

#### Accidental damage to your contents

We will pay for accidental damage to your contents while they are in your home or being moved to your new home

Accidental damage is sudden and unintentional physical damage that happens unexpectedly.

#### You're not covered for

#### X We won't pay for:

- damage to bicycles
- damage to money
- damage caused by pets
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays)
- damage by a cause listed in or specifically excluded by Section 1A, other than:
  - tobacco burns
  - loss or damage caused by water overflowing from sinks, wash basins, bidets, showers and baths as a result of taps being left on in your home

#### **D** Personal liability

#### You're covered for

#### ✓ Personal liability

Liabilities arising from **you** occupying **your home** and **your** personal liabilities as a private individual in and away from **your home**.

We will pay up to £1,000,000 to cover your legal liability for damages you have to pay if someone makes a claim against you during the period of insurance for:

- accidental death or illness of, or bodily injury to, any person
- · accidental loss of or damage to property.

This will also include costs, expenses and legal fees for defending **you**, if **we** have agreed this in writing.

#### You're not covered for

#### **X** Any liability relating to:

- death or illness of, or bodily injury to, you or your domestic staff
- damage to property belonging to or being looked after by you or your domestic staff
- death, illness, injury, loss or damage caused by:
  - you owning or occupying any land or building except your home or temporary holiday accommodation
  - any business
  - an agreement, unless that liability would have existed anyway.
- you owning, keeping or using any:
  - vehicles, except caravans and trailers while they are not being towed
  - drones or model aircraft
  - animals except domestic pets
  - horses, ponies, donkeys or mules
  - dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation
- any disease that can be passed from one person to another.

#### E Tenant's liability

#### You're covered for

#### ✓ Tenant's liability

We will pay up to £5,000 for any claim resulting from a single incident for amounts you become legally liable to pay as a tenant of your home for damage caused to the buildings by any cause covered by Section 1A.

If you have contents accidental damage (Section1C), this also includes any amounts you become legally liable to pay for accidental damage to:

- underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home
- fixed glass in windows, doors or roofs, fixed ceramic hobs, sinks and bathroom fittings in your home.

**Accidental damage** is sudden and unintentional physical damage that happens unexpectedly.

#### You're not covered for

#### X We won't pay for:

- breakages caused by paying guests or tenants other than you
- loss or damage when it has been more than 60 days since you last slept at your home on a regular basis (which doesn't include occasional visits or stays).

#### F If you claim

#### How we settle claims

For any item of **contents** that is lost or damaged **we** will choose whether to:

- replace or repair the item or part
- pay the cost of replacing or repairing the item or part, up to the amount it would have cost to replace or repair using our own suppliers, or
- make a cash payment.

**We** won't pay more than the amount it would have cost **us** to replace or repair using **our** own suppliers.

If appropriate parts or replacement items are not available, **we** will pay the full cost of the item, provided the sum insured is adequate.

In the case of mobile phone replacements, these will be replaced with a Grade A refurbished phone that comes with a 12 month warranty. This is a like new handset which has been thoroughly cleaned and comes with the following (when required): a new battery, replacement parts and a new outer shell.

#### How much we will pay

The most we will pay for any claim will be:

- the Contents sum insured shown in your schedule
- the amount shown in your schedule for any loss of or damage to valuables that you haven't included as specified items
- £1,000 for any one valuable (whether an item, set or collection) unless your schedule shows otherwise
- the sum insured shown in the schedule for any specified item
- £5,000 for business equipment
- £500 for money
- £1,500 for theft from garages or outbuildings
- the amounts shown in Section 1 under the headings:
  - Alternative accommodation, kennel fees and storage
  - Downloaded content.

On top of **your** total sum insured, **we** will also pay for:

- alternative accommodation, kennel fees and storage
- oil and metered water

If the sum insured isn't enough to cover the cost to replace all of the **contents** of **your home** as new, **we** will reduce any payment in line with the premium shortfall.

For example, if **your** premium was 75% of what it would have been if the sum insured was enough to replace the entire **contents** of **your home** as new, **we** will pay no more than 75% of **your** claim.

#### Your excess

**You** will have to pay any **excesses** shown in **your** schedule. This includes the specific escape of water **excess**.

**We** will only take off one **excess** for each claim, unless there is an **endorsement** shown in **your** policy schedule to say otherwise.

If **we** have asked one of **our** suppliers to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

#### Sets and suites

If part of a set, suite, group or collection of items is lost or damaged, **we** will not pay the cost to replace or alter any of the undamaged items solely because they are part of the same set, suite, group or collection.

If we ask you to, you will have to give up the undamaged parts of the set or suite to us where the full replacement cost has been paid.

#### **Specified items**

If you claim for an item listed in your schedule, you will need to give us proof of the item's value. To help you do this, we recommend that you keep receipts and copies of valuations.

#### Reducing your sum insured

**We** will not reduce the sum insured after paying a claim.

# **Section 2 Personal Possessions (optional)**

Defined words appear in **bold** – see page 28 for definitions. **Your** schedule will show if **you** have this cover.

#### A Core cover

# Your personal possessions are covered for

#### ✓ Accidental loss and damage

**We** will pay for accidental loss of or damage to:

- vour personal possessions
- any other items listed on your schedule under 'Personal possessions' while they are within the British Isles.
   This includes cover for:
- possessions stolen from your unattended vehicle, but only if the vehicle is locked and your possessions are hidden from view in a closed glove compartment or locked boot
- loss or damage to bicycle tyres and accessories, but only if the bicycle is lost or damaged at the same time
- the theft of an unattended bicycle, but only if it is in a locked building or secured with a bike lock to an immovable object.

# Your personal possessions aren't covered for

**X We** don't pay for loss of or damage to:

- business equipment
- vehicles
- watercraft propelled by hand (such as a surfboard or rowing boat)
- sports equipment while it is in use
- camping equipment while it is set up or in use
- items taken by Customs or other officials
- any bicycle while it is being used for organised racing, pace-making or trials
- Money. You may have cover under Section 2B Money.

#### **X We** also don't pay for loss or damage:

- for theft involving deception
- by any paying guest or tenant
- · covered under Section 1A.

#### **B** Additional cover

#### You're covered for

#### ✓ Items in a bank

**We** will pay for accidental loss of or damage to items listed on **your** schedule as being in a bank or safe deposit box.

**We** will also cover items when they are taken out of the bank or safe deposit box if **we** have agreed that they can be temporarily taken out.

#### ✓ Money

**We** will pay up to £500 for the theft or accidental loss of **money** which is either with **you**, or which **you** have left in a secure place, anywhere in the world. **You** must report the theft or loss to the police within 24 hours.

#### **X** We don't pay for:

- shortages caused by mistake (eg someone short changing you)
- any loss in value (eg as a result of currency devaluation)
- money confiscated by Customs or other officials.

#### ✓ Overseas travel

**We** will cover items that are insured under Section 2A for up to 60 days in any one policy year, while they are temporarily outside the **British Isles. You** must either have the items with **you**, or have left them in a secure place.

#### You're not covered for

We don't pay for anything that is excluded under Section 2A.

### C If you claim

#### How we settle claims

For any **personal possession**, set or part of a set that is lost or damaged **we** will choose whether to:

- · replace or repair the item or part
- pay the cost of replacing or repairing the item or part, up to the amount it would have cost us to replace or repair using our own suppliers, or
- make a cash payment.

**We** won't pay more than the amount it would have cost **us** to replace or repair using **our** own suppliers.

If appropriate parts or replacement items are not available, **we** will pay the full cost of the item, provided the sum insured is adequate.

In the case of mobile phone replacements, these will be replaced with a Grade A refurbished phone that comes with a 12 month warranty. This is a like new handset which has been thoroughly cleaned and comes with the following (when required): a new battery, replacement parts and a new outer shell.

#### How much we will pay

The most we will pay for any claim will be:

- the Personal Possessions sum insured shown on your schedule
- £1,000 for any one item, set or collection unless **your** schedule shows otherwise
- £500 for any **bicycle** unless it is specified on **your** schedule
- £1,000 for theft from an unattended motor **vehicle**.

#### Your excess

**You** will have to pay any **excesses** shown on **your** schedule.

**We** will only take off one **excess** for each claim, unless there is an **endorsement** shown in **your** policy schedule to say otherwise.

If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

#### Sets and suites

If part of a set, suite, group or collection of items is lost or damaged, **we** will not pay the cost to replace or alter any of the undamaged items solely because they are part of the same set, suite, group or collection.

If we ask you to, you will have to give up the undamaged parts of the set or suite to us where the full replacement cost has been paid.

#### **Specified items**

If you claim for an item listed in your schedule, you will need to give us proof of the item's value. To help you do this, we recommend that you keep receipts and copies of valuations.

# Section 3 Legal Protection (optional)

① Defined words appear in **bold** – see page 28 for definitions. **Your** schedule will show if **you** have this cover.

#### The cover we provide

#### We will provide cover under section 3 Legal Protection as long as:

- reasonable prospects of success exist for the duration of your claim
- the incident happens within the territorial limits and the date of incident is during the period of insurance, and
- any legal proceedings are carried out within the territorial limits by a court.

#### Legal expenses

Before **you** incur any **costs**, **you** must contact the legal helpline on 0345 246 4323. The helpline is open 24 hours a day, 365 days of the year.

You can ring the legal helpline to talk about any private legal problem under United Kingdom law, whether or not it results in a claim. We will advise you of your legal rights, what courses of action are available to you and whether you need to consult a lawyer.

The legal helpline does not provide advice in relation to any claim made under this policy or in relation to any business, trade, profession or venture for gain.

Please have **your** Renters Insurance policy number with **you** when **you** call.

#### A Core cover

#### You're covered for

#### ✓ Personal injury

**We** will pay **costs** for an incident that causes physical bodily injury to **you**, or leads to **your** death.

**We** will only pay **costs** for claims relating to mental health if they result from an accident that also causes physical bodily injury to **you**.

### We don't cover claims arising from or relating to:

- illness or injury that develops gradually or isn't caused by a specific or sudden accident
- defending your legal rights in claims against you
- clinical negligence other than those covered under 'Clinical negligence' below.

#### ✓ Clinical negligence

**We** will pay **costs** where negligent surgery, clinical or medical procedure or treatment leads to:

- · physical bodily injury to you, or
- your death.

**We** will only pay **costs** for claims relating to mental health if they result from negligent surgery, clinical or medical procedure or treatment that also causes physical bodily injury to **you**.

### **X We** don't pay for claims arising from or relating to:

- negligent surgery, clinical or medical procedures, or treatment that occurred before cover started
- any alleged failure to correctly diagnose your condition.

#### ✓ Contract disputes

**We** will pay **costs** for breach of contract claims for:

- · buying or hiring goods or services
- selling goods.

# We don't cover claims arising from or relating to:

- contracts you entered into before your cover started
- advice, specification, design, construction, conversion, extension, renovation or demolition relating to any land or buildings
- leases, tenancies or licences to occupy land or buildings other than those covered under 'Landlord / tenant dispute' below
- contracts connected with a profession,
   business, trade or venture for gain
- contracts connected with your employment other than those covered under 'Employment' opposite
- loans, mortgages, pensions, investments or borrowing
- planning (eg town and country planning)
- professional negligence in connection with any matter not covered under this section (Section 3).

#### ✓ Landlord/tenant dispute

**We** will cover the **costs** for a dispute with **your** landlord regarding a tenancy agreement that **you** have entered into to rent **your home**.

**We** will only pay the **costs** of defending **your** legal rights in claims against **you** where **you** are defending a counter-claim.

## We don't cover claims arising from or relating to:

 rent, service charges or renewal of a tenancy agreement.

#### ✓ Employment

**We** will pay **costs** for any dispute **you** have with **your** current or former employers at an Employment Tribunal.

**We** will only pay the **costs** of defending **your** legal rights in claims against **you** where **you** are defending a counter-claim.

**We** will only pay **costs** relating to settlement agreements if **you** are also in a position to make an Employment Tribunal claim.

## **X** We don't cover claims arising from or relating to:

- any disciplinary, investigatory or grievance procedures within the company you work for, or any appeals against the outcomes of these procedures
- redundancy consultations
- disputes that start in or are transferred to the county court or high court or the equivalent courts in the territorial limits.

#### ✓ Motoring offences

We will cover costs to defend you if you are being prosecuted for an offence connected with using or driving a motor vehicle. You must send us a copy of your summons within 7 days of receiving it.

- **X We** don't cover claims arising from or relating to:
  - prosecutions resulting from drink- or drug-related offences
  - you driving a motor vehicle without valid motor insurance
  - offences related to driving licences or vehicle documentation
  - · parking or obstruction offences.

#### ✓ Inheritance disputes

**We** will cover the **costs** of claims for a dispute over something left to **you** in a will.

- **X** We don't cover claims arising from or relating to:
  - disputes with executors about the management of the estate
  - disputes between you and another beneficiary regarding the administration or disposal of any item left to you in a will
  - the negligent drafting of a will
  - situations where a will has not been made or concluded, or can't be traced (this is called 'intestacy').

#### ✓ Legal defence

**We** will cover the **costs** of claims arising from **you** carrying out **your** duties of work as an employee that lead to:

- you being prosecuted in a criminal court within the territorial limits
- civil action being taken against you for unlawful discrimination.

### B If you attend jury service

#### You're covered for

#### ✓ Salary while you attend jury service

**We** will pay **your** salary or wages for each complete half day **you** carry out jury service if **you** can't claim them back from the court or **your** employer.

# C If you claim

The most **we** will pay, including any appeal or counterclaim. is:

- £100,000 costs (including VAT) for all claims arising from the same incident under Section 3A Core cover
- £100,000 for your salary or wages for all claims arising from the same incident under Section 3B Salary while you attend jury service.

#### Conditions and losses not covered

# Losses not covered that only apply to Section 3 Legal Protection

The losses not covered apply to this section in addition to the losses not covered on pages 7 and 27.

- **X** We don't cover claims arising from or relating to:
  - fees and other costs, expenses and disbursements relating to the period before we accept your claim
  - action against another person who is insured by this policy
  - fines, penalties, compensation or damages which you are ordered to pay by a court
  - any dispute between you and someone you live with or have lived with
  - divorce, separation, matrimonial or civil partnership issues, cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children
  - a judicial review an application for a judge to review the legality of a decision made or action taken by a public body
  - any dispute with us about this insurance policy other than as shown under 'How to make a complaint' (see page 31)
  - incidents that begin before cover started
  - loss or damage that is insured under another section of this policy or any other insurance policy
  - any appeal or enforcement action where we did not provide cover for the original claim
  - a group action (unless the claims are brought under 'Employment'). This means any dispute where more than one person can claim against the same opponent(s) for the same (or similar) issues, whether or not the claims are heard together by the same Court or other body. This includes any claims brought under a Group Litigation Order (or the equivalent procedure) or as a standalone claim.

#### Conditions that only apply to Section 3 Legal Protection

These conditions apply to this section in addition to the general conditions on page 24.

Note that the following conditions do not apply to Section 3 Legal Protection:

- The general conditions under 'Policy terms and conditions' and 'Preventing loss'
- The claims conditions listed on page 23.

#### Following the policy terms

You must follow all of the terms and conditions of this policy, and take all reasonable precautions to prevent a claim from happening. Where a claim is unavoidable, you must take all reasonable precautions to minimise the amount of the claim.

If **our** position is affected because **you** have not followed the terms and conditions of this policy, **we** have the right to:

- · refuse or withdraw from any claim
- refuse to pay costs we have already agreed to meet
- claim back from you costs that we have paid.

#### Reporting your claim

You must report full and factual details of your claim to us within a reasonable time of the date of incident.

**You** must send **us** any reasonable and relevant information that **we** ask for. **You** must pay for any charges involved in doing this.

#### Choosing who represents you

If we accept your claim, we will choose a preferred law firm to try to settle the matter without having to go to court.

If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose a law firm to act as the **appointed representative**.

If you choose an appointed representative who isn't a preferred law firm they must agree to act for you in line with our terms of appointment (you can ask us for a copy). We will only cover their costs from the date they agree to our terms of appointment.

The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for any of their **costs** that aren't authorised by **us**.

# Co-operating with the appointed representative and us

If we ask, you must tell the appointed representative to give us any documents, information or advice that they have or know about

You must fully co-operate with the appointed representative and with us.

You must not take any action that has not been agreed by your appointed representative or by us.

You must keep us and your appointed representative promptly informed of all developments relating to the claim and provide us and the appointed representative immediately with all information, evidence and documents that you have or know about.

**You** must get **our** permission before instructing a barrister or expert witness.

**We** can contact the **appointed representative** at any time, and they must co-operate with **us** at all times.

#### **Barrister's opinion**

If there are conflicting opinions over the reasonable prospects of success, we will ask you to get an opinion from a barrister. We will agree the choice of barrister with you. You will have to pay for the opinion unless it shows that your claim has reasonable prospects of success

#### Offers to settle your claim

You must tell us if anyone makes a payment into court or offers to settle your claim.

We can refuse to pay further costs if you do not accept a payment into court, or an offer to settle a claim, which we or your appointed representative considers should be accepted.

#### Approval to settle or end your claim

You must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the appointed representative without our approval. We won't withhold approval without good reason.

# If the appointed representative refuses to continue acting for you, or if you dismiss them

If an appointed representative refuses to continue acting for you with good reason, or if you dismiss them without good reason, cover for your claim will end immediately unless we agree to appoint another appointed representative.

#### Economically settling your claim

We can decide to settle your claim by paying you the compensation you are likely to be awarded by a court instead of starting or continuing your claim or legal proceedings. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim.

#### If costs become disproportionate

We can refuse to pay further costs if we or the appointed representative consider that those costs would be disproportionate to the value of the claim.

# If your claim no longer has reasonable prospects of success

You must tell us if your claim no longer has reasonable prospects of success.

We can refuse to pay further costs if your claim no longer has reasonable prospects of success

#### **Assessing costs**

We have the right to have costs:

- certified by the appropriate professional body
- · audited by an costs draftsman we choose
- assessed by a court.

#### **Recovering costs**

You must tell the appointed representative to claim back all costs that you are entitled to. If costs we have paid are recovered, you must refund them to us.

**We** and **you** will share any **costs** recovered where:

- we refused to pay further costs and you paid more costs to end your claim
- you chose to pay the difference between the costs we offered to the appointed representative under our terms of appointment and the costs charged by the appointed representative.

Recovered **costs** will be split in the same ratio as the **costs** originally paid: so if **you** paid 60% of the original **costs**, **you** will receive 60% of the recovered **costs**.

#### **Cancellation**

You may cancel this section of your policy at any time by contacting us on 0345 301 5287 or sending us notice in writing.

- If you cancel before the new period of insurance is due to start, we will return any premium paid in full
- If you cancel this section after it has started we will return any premium paid less a charge for the number of days you have had cover.

We will not refund any premium if:

- you have made a claim during the period of insurance
- a claim has been made against **you** during the **period of insurance**.

# Other policy conditions

#### Claims conditions

#### These apply to:

- Section 1 Contents
- Section 2 Personal Possessions

These conditions do not apply to Section 3 Legal Protection

#### Reporting claims

When **you** find out about anything **you** need to claim for, or may need to claim for, **you** must tell **us** as soon as possible.

# If you make a contents or personal possessions claim (but not a liability claim)

For any claim **you** must:

- give us any relevant information and evidence that we ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair. You will have to do this at your own expense
- allow us (or our appointed suppliers) to access or inspect the damaged items and/or property
- · immediately tell the police:
  - about any loss or damage by deception, theft, attempted theft, vandalism or malicious acts.

#### If you make a liability claim

For any claim **you** must:

- send us any letter, claim, writ or summons in connection with the claim or potential claim as soon as you receive it, unanswered
- get our written consent before admitting, denying, negotiating or settling a claim.

**We** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit.

**You** must give **us** all the information and help **we** need.

#### **Professional Customer Representative**

We will not deal with a professional customer representative unless they are authorised and regulated in the jurisdiction in which they operate by an appropriate regulatory authority. If that is the Financial Conduct Authority or the Claims Management Regulator within the Ministry of Justice, you can check the Financial Services Register www.fca. org.uk/register/ or www.claimsregulation. gov.uk/search.aspx for details about your professional customer representative.

We will not continue dealing with a professional customer representative and instead only deal with you directly if: (i) the professional customer representative's behaviour is unreasonable; (ii) the negotiations regarding settlement are not concluded within a reasonable timeframe; and/or (iii) there is no reasonable prospect of a settlement being concluded in line with the policy within a reasonable timeframe.

You may not assign or transfer your policy, or any right or obligation under that policy to any third party, including a professional customer representative, without our prior express written consent.

We will always retain the right to communicate

directly with you even if you have instructed a professional customer representative. If you instruct a professional customer representative, we may still pay any claim settlement directly to you. If you ask us, we may at our own discretion agree to pay the claim settlement to the professional customer representative. If we do this we will have paid your claim in full, and will not be responsible for the work carried out by your professional customer representative, or whoever they appoint, and will not be liable for any further costs associated with that work.

# If you don't follow our claim conditions, and this negatively affects our position:

- **we** will reject **your** claim or be unable to deal with it, or
- we will not pay your claim in full.

#### Handing over damaged items

**You** should only hand over damaged items when **we**, or **our** suppliers, ask **you** to do so.

#### **Enforcing your rights**

We may at our expense and in your name take steps to enforce your rights against any other person either before or after we pay a claim.
You must give us any information or assistance we need.

#### Other insurance policies

**We** will not pay any claim if **you** have cover under any other insurance policies.

#### General conditions

#### These apply to all sections

#### Policy terms and conditions

**You** must keep to the policy terms, conditions and **endorsements**.

If you don't:

- · your policy may be invalidated
- we may reject vour claim
- we may not pay your claim in full.

#### **Preventing loss**

You must take reasonable care to prevent loss, injury or liability, damage or accidents to the contents covered under this policy.

#### Maintaining your contents

You must keep the contents and personal possessions covered under this policy in good condition.

#### Fraud

**You** must be honest in **your** dealings with **us** at all times.

**We** will not pay a claim that is in any way fraudulent, false or exaggerated.

If you, any person insured under this policy or anyone acting on your behalf attempts to deceive us or knowingly makes a fraudulent, false or exaggerated claim:

- · your policy may be cancelled
- we may reject your claim and any subsequent claims
- we may keep any premium you have paid.

#### What happens if we discover fraud

**We** have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud.

**We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**. **we** may cancel this policy.

#### Changes that may affect your cover

**You** must tell **us** as soon as possible about any changes that could affect the level and/or cover of **your** insurance, eq:

- you change the address where you normally live
- any work is being done to your home other than routine maintenance or decoration
- you are prosecuted for or convicted of any offence (excluding motoring offences)
- you sublet your home out to tenants or a lodger moves in
- your home is used for business purposes or as a holiday home.

The list above does not set out all the changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, please contact **us**.

# What will we do when you tell us about a change

We may reassess your cover and/or premium.

# What happens if you don't tell us about a change

If you don't tell us about any changes:

- your policy may be invalidated
- we may reject your claim
- we may not pay your claim in full.

#### Paying the premium

**You** will only be covered if **you** pay **your** premiums.

If we can't collect your premium on the date it is due, we will assume that you do not want to continue with your policy unless you tell us otherwise.

We may cancel your policy on that date. Before we do, we will write to you to give you another opportunity to make the payment. If you do not pay the premium by the date stated in our letter, we will write to you to confirm that your policy was cancelled on the date the missed payment was due.

If you have made a claim, or one has been made against you, before that date you will need to pay the balance of the year's premium.

#### People involved in this contract

Unless **we** have stated otherwise, nothing in the policy is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

#### **Automatic renewal**

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **you** or **we** have advised otherwise.

We'll contact you at least 21 days before your policy ends to confirm your renewal premium and policy terms, and before taking any payment. If you do not want to renew your policy, you must contact us before your renewal date to let us know.

If we do not hear from you, we will debit your account with the payment details we hold on record, and your policy will automatically continue without a break in cover from your stated renewal date. You can contact us by phone or online if at any time your circumstances change and you no longer want your policy to renew automatically. If you choose not to

renew automatically, **your** policy - including any additional products or benefits - will lapse on the renewal date, and **you** will be uninsured unless **you** contact **us** (or an alternative insurer) to arrange cover.

It is not possible to offer automatic renewal with all payment methods, so please check **your** renewal invite for further details. In some instances, **we** may be unable or choose not to offer renewal terms. If so, **we** will write to **you** at **your** last known address to let **you** know.

#### Cancellation by us

We have the right to cancel your policy at any time if there is a valid reason. We will give you 14 days' notice in writing. We will send our cancellation letter to the last known address we have for you.

Valid reasons may include but are not limited to:

- you failing to co-operate with us or send us information or documentation as required by the terms of your policy where this significantly affects our ability to process your claim or deal with your policy
- changes to your circumstances that mean you no longer meet our criteria for providing home insurance
- you using threatening or abusive behaviour or language with our staff or suppliers.

If we cancel your policy, we will return the premium paid less the amount for the period the policy has been in force.

#### Cancellation by you

You may cancel your policy at any time by contacting us on 0345 301 5287 or sending us notice in writing.

#### If you cancel at renewal

If you cancel before the new period of insurance is due to start, we will return any premium paid in full.

If you cancel within 14 days of the start of the new period of insurance or within 14 days of receiving your renewal documents (whichever is the later), we will return any premium paid in full.

We will not refund any premium if:

- you have made a claim during the period of insurance
- a claim has been made against **you** during the **period of insurance**.

#### If you cancel at any other time

If you cancel your policy before it is due to start, we will return any premium paid in full. If you cancel within 14 days of your policy starting or within 14 days of receiving your documents (whichever is the later) we will return any premium paid in full. If you cancel after 14 days have passed, we will return any premium paid, less the administration fee shown in your schedule and an amount for the period the policy has been in force.

We will not refund any premium if:

- you have made a claim during the period of insurance
- a claim has been made against **you** during the **period of insurance**.

#### Index linking - contents cover

**We** will index link the amount shown on **your** schedule using the Retail Price Index or another appropriate index.

**We** do not apply index linking to **our** other policy limits.

#### Losses not covered

#### These apply to all sections

- We don't cover any pre-existing loss or damage that happened before your cover started
- **X** We don't cover any loss, damage or legal liability caused by:
  - · radioactive contamination. This is:
    - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel
    - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event
  - sonic bangs from aircraft or other flying objects travelling at or above the speed of sound
  - pollution or contamination unless it is caused by oil leaking from:
    - any fixed heating installation in your home
    - any domestic appliance in **your** home.
  - failure of computers and electrical equipment caused by computer viruses
  - terrorism by a person or people acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination.

# **Policy definitions**

Certain words in this policy booklet, your schedule and endorsements will have the same meaning wherever they appear.

The definitions listed below will apply to the whole policy, unless **we** say that they have a different meaning when used in particular sections of the policy.

**We** have highlighted these definitions in bold in this policy booklet.

**Accidental Damage** Accidental damage is sudden and unintentional physical damage that happens unexpectedly.

#### Appointed representative (section 3 only)

The **preferred law firm**, solicitor or other suitably qualified person appointed by **us** to represent **you** under this section of the policy.

**Bicycle** Any bicycle, including electrically powered models, and its accessories.

**British Isles** England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland.

**Business** Any employment, trade or profession.

**Business equipment** Any electronic office equipment used for business purposes while it is being kept in **your home.** (eg computers, printers and photocopiers).

#### X But not:

- smart phones
- mobile phones
- · tablet computers.

Contents Household goods, personal possessions, business equipment, camping equipment, money, satellite dishes, aerials and other articles which you are responsible for or that belong to you, domestic staff who live in or guests, except paying guests.

#### X But not:

- vehicles except as set out in the paragraph below
- · any livina creature.
- · landlord's fixtures and fittings.
- securities (financial certificates except those defined as money), certificates and documents, except driving licences and passports.

**We** will provide cover for theft or fire damage caused to electric scooters, electric skateboards, hoverboards, segways and powered unicycles whilst not in use and in **your home** or a locked garage or locked outbuilding.

**We** will pay up to the theft from outbuildings or garages policy limit for any contents claim.

There is no cover for any liability whilst in use.

#### Costs (section 3 only)

- All properly incurred, reasonable and proportionate fees, expenses and disbursements charged by the appointed representative and agreed by us. Legal fees and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- The fees incurred by your opponent that you are ordered to pay by a court and any other fees we agree to in writing.

**Court (section 3 only)** Court, tribunal or other suitable authority.

#### Date of incident (section 3 only)

- For civil cases, the date of the incident that leads to a claim. If more than one incident arises at different times from the same cause, the date of incident is the date of the first of these incidents.
- For criminal cases, the first date of any alleged offence.

**Endorsement** An agreed change to the terms of the policy shown in **your** policy schedule.

**Excess** The amount **you** must pay towards any claim.

**Home** The main residence occupied by **you**, at the address shown in **your** schedule, including its domestic garages and outbuildings.

**Legal nuisance (section 3)** Any continuous activity by another party causing a substantial and unreasonable interference with **your** use or enjoyment of **your home**.

Money Cash, bank notes, cheques, money orders, postal orders, traveller's cheques, savings certificates, share certificates, Premium Bonds, travel tickets, postage stamps (that are not part of a collection), phone cards, luncheon vouchers, and vouchers and cards with a cash value that belong to you and are not used for business purposes.

**Period of insurance** The period for which the policy covers **you** shown in **your** schedule.

Personal possessions Valuables, sports equipment and bicycles that belong to you and luggage, clothes and any other items you normally wear or carry that belong to you or for which you are legally responsible.

Preferred law firm (section 3 only) The law firm we choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with your claim and must comply with our gareed service standards.

#### Professional customer representative

For these purposes is a claims handler or a company acting in a professional or a business capacity and may include, for example, claims management companies or loss assessors but would not include a person acting in a private capacity, for example a relative.

# Reasonable prospects of success (section 3 only) For civil cases, the appointed representative and a barrister, if instructed,

**representative** and a barrister, if instructed, is of the opinion that there is a better than 50% chance that **you** will:

obtain a successful judgment, and

 recover your losses or damages or obtain any other legal remedy we agree to, including an enforcement of judgment or making a successful defence, appeal or defence of an appeal.

For criminal cases, the **appointed representative** and a barrister, if instructed, is of the opinion there is a better than 50% chance of **you** successfully reducing **your** sentence or fine or making a successful appeal or defence of an appeal.

**Sports equipment** Items used for sports activities, including sports clothes designed to be used for any sports activity.

#### X But not

• bicycles.

#### Terms of appointment (section 3 only)

A separate contract which **we** will require the **appointed representative** to enter into with **us** if they aren't a **preferred law firm**. It sets out the amounts **we** will pay them under **your** policy and their responsibilities to report to **us** at various stages of the claim.

### Territorial limits (section 3 only) The United Kinadom.

**United Kingdom (section 3 only)** Great Britain, the Isle of Man, the Channel Islands and Northern Ireland

#### **Valuables**

- · Sets of coins, stamps or medals.
- Furs
- Items or sets or collections of gold, silver or other precious metals.
- Jewellery.
- · Watches.
- Works of art.

Vehicles Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles as well as any of their keys, key-fobs, parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle).

- But not the following while being used for their intended purpose and by a person for whom they were designed:
  - ride-on lawnmowers
  - electrically powered wheelchairs and mobility scooters
  - electrically powered children's ride on toys
  - electrically assisted bicycles
  - pedestrian controlled electrically powered golf trolleys
  - model watercraft
  - hand-propelled watercraft (such as a surfboard or rowing boat).

**We, us, our, the company** U K Insurance Limited

**You, your** The person or persons named in **your** schedule and any of the following who normally live with them: their husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives normally living with them.

### How to make a complaint

We understand that things don't always go to plan and there may be times when you feel we've let you down. If this happens, we want you to tell us. We'll do our best to put things right as soon as possible or explain something we could have made clearer.

We'd like you to speak to us about your problem by calling this number **0345 301 5287**. If you'd prefer to write to us you can send the letter to:

Customer Relations Manager Churchill Court Westmoreland Road Bromley BR11DP Our staff are empowered to support you and will aim to resolve most issues within three working days, following receipt of your complaint.

If your complaint can't be resolved within three working days, we'll contact you to let you know who will be dealing with it and what the next steps are.

We will keep in regular contact with you. You'll also receive the following written communication from us depending on how long it takes us to resolve your complaint:

Communication Type	When will you get this?	What will it tell you?
Summary Resolution Communication	If we've been able to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know your complaint has been resolved and tell you about the Financial Ombudsman Service.
Acknowledgement	If we've been unable to resolve your complaint to your satisfaction within 3 working days, following receipt of your complaint.	It will let you know our complaint handling process and information about the Financial Ombudsman Service.
Unable to reach resolution within 8 weeks	If we've been unable to resolve your complaint within 8 weeks.	It will let you know why we are not in a position to give you our final response and when we expect to be able to provide this. We'll also let you know about your right to contact the Financial Ombudsman Service.
Final Response	If we've been unable to resolve your complaint within 3 working days, we'll send you our Final Response when we've completed our investigations. We'll do our best to send this at the earliest opportunity.	This is a detailed response, which will outline:  our investigation  the decision  next steps, if applicable.  It will also provide information about the Financial Ombudsman Service.

#### **Independent Review**

If we don't complete our investigations within 8 weeks of receiving your complaint or you're unhappy with our response, you may ask the Financial Ombudsman Service to look at your complaint. This is a free and independent service. If you decide to contact them, you should do so within 6 months of our response letter. Referring your case to the Financial Ombudsman Service will not affect your legal rights.

You can contact them by:

#### Email

complaint.info@financial-ombudsman.org.uk

#### Phone:

UK: **0300 123 9123** or **0800 023 4567** 

Abroad: **+44 20 7964 0500** 

#### Writing to:

Financial Ombudsman Service Exchange Tower London E14 9SR

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk

# For complaints about Section 3 – Legal Protection

If your complaint relates to Section 3 – Legal Protection, you can refer your complaint to arbitration instead. This is where an independent person, known as an arbitrator, makes a decision on how to settle the dispute.

The arbitrator will be a solicitor or barrister or other suitably qualified person that **you** and **we** agree on. If **you** and **we** can't agree, **we** will ask the Chartered Institute of Arbitrators to decide

The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses of the arbitration.

# **Everything else**

### Our regulators

Royal Bank of Scotland Renters Insurance policies are underwritten by U K Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

#### **Financial Conduct Authority**

- Go to www.fca.org.uk (the website includes a register of all regulated firms).
- Call 0800 111 6768.

#### **Prudential Regulation Authority**

- Go to www.bankofenaland.co.uk/pra
- Call 020 7601 4878

### The Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance Limited is a member of this scheme.

# Your Credit Agreement Your right to cancel your credit agreement

You have the right to cancel the credit agreement without giving any reason within 15 days of receiving it. If you would like to do this please call us on 0345 303 5783. You will need to repay the outstanding balance under the agreement within 30 calendar days from the day you give us notice that you wish to cancel the agreement. You can withdraw from this agreement at any time. You will continue to be covered under your policy as long as you pay the full premium, otherwise your insurance policy will also end.

Can we help?
To acceler a alconomic auto tellete

To make a change or to talk to us about your policy Monday to Friday 8am to 8pm, Saturday 9am to 5pm, Sunday 10am to 5pm 0345 301 5287

#### Need to claim?

Contents or Personal Possessions 0345 301 5287

Monday to Friday 8am to 8pm, Saturday 9am to 5pm

Legal Protection Optional 0345 246 4323

#### Helplines for practical advice any time you need it

Legal advice Optional with Section 3
24 hours, 365 days a year
Home Emergencies
24-hour Emergency Helpline
0345 878 5069

If you would like a Braille, large print or audio version of your documents, please let us know.

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