



Digital Residential Property Owners Policy Summary

Residential Property Owners Insurance Policy Summary

About this document

This summary of cover has been prepared to help you to:

- Decide whether this product will meet your needs
- Compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features & benefits as well as significant & unusual exclusions or limitations.

Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording and any attaching endorsements.

About Us

This Residential Property Owners Insurance is underwritten by MS Amlin Insurance, SE. MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000. MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects the regulatory system applying will be different from that of the United Kingdom.

Information about your business

You will need to provide us with information about your business, which must be a fair presentation of facts. We will rely on this information when deciding whether we can insure your business and what terms, conditions and premium are appropriate. Once the policy has started you will still need to tell us if you find that any of the information is incorrect or if it changes at any time during the period of insurance.

Type of insurance and cover

This Landlords buildings and contents insurance policy provides the following options for cover:

- Buildings - we will pay for damage to your buildings following an insured event.
- Landlord's contents - we will pay for damage to your landlord's contents following an insured event.
- Landlord's legal liability – we will cover your costs and expenses and legal liability to pay compensation to any person suffering accidental injury or accidental loss of or damage to material property.
- Employers' liability - we will cover your costs and expenses legal liability to pay compensation in respect of injury to employees.
- Legal expenses - cover is provided for an insured person's costs and expenses for claims relating to the specified types of dispute plus the cost of appeals.

The actual cover selected and provided is shown in your Quotation, Policy Schedule & Wording.

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Significant Features & Benefits

Important!

Average condition

Your policy contains an Average condition. This means that if in the event of a claim the total of the sums insured of all buildings (or landlords' contents) insured is less than the amount you have insured them for then the amount we will pay will be reduced by the same proportion as the amount of underinsurance.

For example, if you advise us that the sum insured is £80,000 but in the event of a claim we establish that it is actually £100,000 you have underinsured by 20%. If your claim is for an amount of £40,000 we will pay you 20% less than that amount, i.e. £32,000 (subject to the application of any excess).

For guidance in checking the adequacy of your sums insured please refer to The Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors (RICS) – their website is <https://abi.bcis.co.uk>.

Index linking

If shown in your schedule as applicable, Index linking will apply to the sums insured under sections 1 and 2 of your policy. This means the sums insured are automatically adjusted in line with the general rises in cost. By having index linked sums insured it gives you some inbuilt protection against the effects of inflation.

Unoccupancy

You need to let us know as soon as reasonably practicable when a building (or part of it) has not been in use by you or an authorised person for 90 days – you must then comply with the Unoccupied property security General condition contained in your policy. There are restrictions in cover to unoccupied premises.

Duty of fair presentation

You have a duty to provide us with fair and accurate information. If you do not, proportional remedies are available to us, as described in the Remedies following a breach in your duty of fair presentation General condition.

Significant general conditions

- Unoccupied property notification – as soon as practicably possible.
- Unoccupied property security – applicable to property which has been unoccupied 90 days or more.
- Notice of building works.
- Changes in circumstances or alteration of the risk.

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Section 1 - Buildings – automatically included

Significant features	Automatically included?
Removal of debris; compliance with Government or Local Authority requirements; architects' and surveyors' fees.	✓
Trace and Access - £25,000 any one loss.	✓
Emergency access £1,000 any one loss.	✓
Unauthorised Use of Electricity Gas or Water - £25,000 any one loss.	✓
Loss of rent and/or cost of alternative accommodation.	✓
Increased metered water charges following a storm or flood £1,000 any one period of insurance.	✓
Fire extinguishing expenses £1,000 in total in any one period of insurance.	✓
Accidental damage including malicious damage and theft by tenants to buildings.	✓

Significant exclusions

- Virus Disease Epidemic and Pandemic

Damage:

- caused by wet or dry rot.
- as a result of building alterations, renovations or repairs.
- due to wear and tear or gradual deterioration of underground pipes, cables and services.
- caused by rising water table levels.

Significant conditions

- Electrical Wire Inspections
- Illegal Cultivation of Drugs

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Section 2 – Landlord’s contents – automatically included

Significant features	Automatically included?
Loss of keys - Up to £250 any one loss.	✓
Legal liability to the public – limit of liability £2,000,000 any one loss.	✓
Loss of rent and/or cost of alternative accommodation – 25% of sum insured.	✓
Falling trees and branches, telegraph poles, lamp-posts.	✓
Falling satellite dishes, receiving aerials and their fittings and masts.	✓
Clearing of drains, gutters and sewers up to £2,500 any one loss.	✓
Contents in the open £250 any one loss.	✓
Metered water and heating oil £1,000 any one loss.	✓
Emergency access £1,000 any one loss.	✓
Accidental damage including malicious damage and theft by tenants to landlords’ contents.	✓

Significant exclusions

- Virus Disease Epidemic and Pandemic
- Damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools and tennis courts.
- Theft or attempted theft not caused by violent and forcible entry or exit (not applicable to theft or attempted theft by tenants).
- Any amount recoverable by a tenancy deposit paid by the tenant or which is covered by an insurance policy issued to the tenant.

Significant conditions

- Electrical Wire Inspections
- Illegal Cultivation of Drugs

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Section 3 – Landlord’s legal liability – automatically included

Significant features	Automatically included?
Defective Premises cover.	✓
Up to £2,000,000 unless stated otherwise on your schedule for bodily injury to any person or loss or damage to third party property including defence costs and expenses.	✓

Significant exclusions

- Liability arising out of the ownership of any breed of dog prohibited under the Dangerous Dogs Act 1991.

Section 4 - Employers’ liability – optional cover

Significant features	Automatically included?
Solicitors’ fees for representation at any coroners’ inquest or fatal injury inquiry in respect of any death and defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event.	✓
Bodily injury assumed by you to the extent that any contract or agreement entered into by you with any principal so requires.	✓
Terrorism up to £5,000,000 any one loss.	✓
Asbestos up to £5,000,000 any one loss.	✓

Significant exclusions

- Tree felling and lopping.
- Window cleaning, painting or similar operations carried out from cradles and/or hoists.
- The provision of, erection of, dismantling of or addition to new or existing buildings.

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Section 5 - Legal expenses – automatically included

Covers	Automatically included?
Limit of Indemnity (per claim) £100,000	✓
Limit of Indemnity (in total in the period of insurance) £1,000,000 in respect of	✓
employment compensation awards	✓
Employment restrictive covenants	✓
Employment compensation awards	✓
Employment disputes	✓
Compliance and regulation	✓
Legal defence	✓
Property disputes	✓
Loss of earnings	✓
Tax protection	✓
Employees' extra protection	✓
Crisis communication	✓
Contract and debt recovery	✓
Statutory licence appeals	✓
Property damage, nuisance and trespass,	✓
Recovery of rent arrears	✓
Repossession of residential property	✓
Commercial lease dispute	✓
Holiday home contract disputes	✓
Data Protection and Privacy Cover £250,000 in total in any one period of insurance (claims made basis).	✓

Main exclusions

- Costs and expenses or employment compensation awards incurred without our consent.
- Any actual or alleged act, omission or dispute happening before, or existing at the inception of the policy, and which the insured person knew or ought reasonably to have known could lead to a claim.

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General information

Endorsements

This policy may contain endorsements which enhance or restrict the standard policy coverage. These endorsements are listed in the policy schedule and it is important you read them carefully and raise any queries with your insurance broker. Failure to comply with the terms of an endorsement could result in a claim being declined.

Changes in your circumstances

It's important you let us know as soon as possible if your circumstances change either before the start date of your policy or during the period of cover. Examples of changes we need to know about include:

- if you need to increase or decrease any sums insured you have declared to us, or
- there is a change to the business you undertake that we do not know about, or
- you move premises or make alterations to the premises you occupy or
- the security and fire protections you have declared to us change;

If you don't tell us, we may reject a claim or reduce the amount of payment we make.

Period of Insurance

The policy will remain in force for 12 months from date of commencement, unless shown differently on your quotation or policy schedule. You will be given at least 21 days' notice of the annual expiration date of the policy of the renewal terms.

How to make a Claim

If **you** need to make a claim under this policy, please telephone **us** on:

Property claims: **01245 396272**

Liability claims: **01245 396677**

If **you** need to notify a claim for Legal Expenses please telephone ARAG on **0117 917 1698** or download a claim form at **www.arag.co.uk/newclaims**.

We will be pleased to advise **you** of the steps to take, it will assist if **you** have details of **your policy** available when telephoning and please quote **your** policy number in all communications with **us**.

In some cases all or part of **your** claim may be handled on our behalf by one of our trusted partners. **You** can rest assured that we will strive to ensure **you** are provided with the exceptional service from MS Amlin Insurance, SE and **our** trusted partners.

We would refer **you** also to the claims conditions of this **policy**.

Cancellation Rights

This insurance has a cooling off period of 14 days, should you cancel your policy within this time, you are entitled to a full refund, subject to no claims being made.

For cancellation outside of the statutory cooling off period you can cancel this insurance at any time by writing (by e-mail, fax or letter) to us. If this insurance is cancelled then, provided you have not made a claim and there hasn't been an incident that could give rise to a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for 6 months, the deduction for the time you have been covered will be half the annual premium.

We may cancel this policy where there is valid reason by giving you 30 days' notice in writing to your last known address, examples of valid reasons are set out in your policy wording. Any return premium due will depend on there being no claims made.

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Compensation

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstance of your claim. Further information about the scheme is available from the FSCS website: www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Complaints

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly.

At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Post: Complaints, MS Amlin Insurance, SE, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001

Email: AISE.complaints@msamlin.com

Website: www.msamlin.com

Section 5 – Legal Expenses

Post: ARAG plc, Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Telephone: +44 (0) 117 917 1561

Email: customerrelations@arag.co.uk

Website: www.arag.co.uk

If **you** remain dissatisfied after **we** have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: Tel: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK) 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Tel (Outside UK): +44 (0) 20 7964 0500

Fax: +44 (0)20 7964 1001

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

Website: www.financial-ombudsman.org.uk

Please note:

You must refer **your** complaint to the Financial Ombudsman Service within six months of **our** final response.

The Financial Ombudsman Service will consider a complaint from private individuals or from a small to medium enterprise (SME) which has an annual turnover of less than £6.5 million (or its equivalent in any other currency) and;

- i) Employs fewer than 50 persons; or
- ii) Has a balance sheet total of less than £5 million (or its equivalent in any other currency)

The existence of this Complaints Procedure does not affect any right of legal action **you** may have against MS Amlin Insurance, SE.



MS Amlin Insurance SE, UK Branch with the company registration number FC038781 and offices at The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000. MS Amlin Insurance SE is authorised and regulated by the National Bank of Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority and the Financial Conduct Authority are available from us on request.