



## Your policy at a glance

This policy summary is designed to help **you** understand **your** insurance policy by setting out the significant features, benefits, limitations and exclusions. This document does not describe all the terms and conditions of **your** policy and should be read in conjunction with the policy wording.

# Who is the insurance provider?

This insurance is underwritten by AXIS Specialty Europe SE (UK Branch) trading as AXIS Specialty London and administered by Total Landlord in accordance with the authorisation under contract by them.

## Who will I be dealing with?

The Premier and Essential landlord insurance policies are brought to **you** by Total Landlord. Total Landlord is a trading name of HFIS Ltd who are authorised and regulated by the Financial Conduct Authority.

### The cover available - Premier

The Premier landlord insurance policy is designed to meet the needs of property owners or leaseholders of tenanted private residential properties. The **period of insurance** will be for 12 months unless otherwise stated in **your** policy **schedule**. The following table provides a summary of the covers available under this policy. **We** will insure only those sections **you** request, and **we** agree to insure, however **our** quotation or policy **schedule** will specify exactly the covers that **you** have selected, and **we** have quoted for.

### **Buildings** (section 1):

#### **Description of cover: Key benefits:** Significant conditions, exclusions or limitations The **buildings** (including Fire, smoke, explosion, lightning and Unless otherwise agreed by us, we will not pay for: foundations) at the premises, earthquake being of standard construction, Riot, civil commotion, labour and political Malicious damage caused by and including the following disturbances and strikes your tenants or their guests in all situate on or in or at the excess of £25,000 per claim. A premises: Malicious damage and vandalism up to policy excess of £1,000 applies £25,000 per claim where loss or damage is Landlord's fixtures and to each and every claim of this caused by your tenant or their guests fittings (including communal nature and the amount of any radio and television deposit lodged by your tenant Full policy cover during periods of will also be deducted from receiving aerials, satellite unoccupancy of up to 90 days subject to dishes, communication any settlement issued by your **unoccupied** property terms and conditions equipment and related insurers fittings, fixed glass and fixed Impact by aircraft and other aerial devices, Loss or **damage** arising out sanitary ware) vehicles, trains, non-domestic animals, of the illegal manufacture, falling trees or branches and falling television Walls, gates, fences and cultivation, harvest or satellite dishes services processing of drugs if you or your agent do not; Storm and flood Fuel tanks and their ancillary Carry out internal and equipment and pipe work Subsidence or heave of the site or landslip external inspections of Driveways, hard standings Escape of water and resultant damage your premises at least and similar hard surfaced arising from fixed water tanks, apparatus or every three months or areas all being constructed pipes as permitted under the of solid materials tenancy agreement, Theft or attempted theft maintain a log of such Landscaping (including inspections and retain that Escape of oil from fixed domestic oil-fired trees, shrubs, plants, log for at least 24 months heating installations turf and other forms of and, carry out an audit vegetation), including **Accidental damage** of the inspections log at garden furniture, ornaments no less than six monthly and statues but excluding Architect's and surveyor's fees, debris intervals ponds and lakes removal and additional Obtain and record written Garages and outbuildings costs as a result of local authority formal identification of any owned and used in requirements prospective tenant connection with the buildings Accidental breakage of fixed glass forming iii. Obtain and retain a written part of the building including double-glazed

units, ceramic hobs and tops, solar panels,

Accidental damage to cables, underground pipes and drains serving the buildings

The costs for locating the source of escape of water or oil, up to £5,000 for any one building and up to £25,000 in total during the

fixed sanitary ware forming part of the

buildings

period of insurance

employer's reference for

any prospective tenant

# Buildings (section 1) continued:

Description of cover: Key benefits:	Significant conditions, exclusions or limitations
Damage to landscaped gardens emergency services attending to up to £25,000 in total during the insurance      Replacement of external locks for keys from the private resider insured or whilst in the custody authorised to hold such keys, up for any one building and up to £3 during the period of insurance      Increased domestic metered was charges up to £5,000 following awater or oil      Closed circuit television system £5,000      Removal of wasps or bees' nest buildings, up to £250      Anyone buying the buildings from of contracts until the sale is contained to the same insured for buildings linked to protect you against infoother sections of your policy are buildings (section 1) also covered the increased cost of rebuilding following extensions or alteration undertaken during the period of up to 10 per cent of the sum insubuildings      We will not reduce the sum insubuildings  We will not reduce the sum insubuildings  We will reinstate the sustated in Buildings (section 1) after we had calim as long as you agree to oa recommendations to prevent furdamage. We will reinstate the sustated in Buildings (section 1) for of any damage unless we give verto the contrary. You may be required.	your tenant's bank account and verify those details by receiving at least one payment from the same account  V. Advise your tenant, where subletting is allowed by the tenancy agreement, that they must follow these measures for all lettings that they or their agents arrange:  Damage caused by theft or attempted theft to any portion of the buildings used for business purposes other than for the purpose of letting the premises  Accidental damage to outbuildings and garages which are not constructed of brick, stone or concrete and mainly roofed with slates, tiles, metal, asbestos, asphalt or concrete  The cost of replacing or repairing any undamaged parts of the buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part  The cost damage to gates and fences  Storm damage to fixed water

# Contents (section 2)

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Fitted carpets, furnishings, household goods and other <b>contents</b> of reception and storage areas and other communal parts specifically provided for the use of the <b>tenant</b> at the insured <b>premises</b>	<ul> <li>Fire, smoke, explosion, lightning and earthquake</li> <li>Riot, civil commotion, labour and political disturbances and strikes</li> </ul>	Unless otherwise agreed by us, we will not pay for:  • Malicious damage caused by your tenants or their guests in excess
for which you are legally liable.  Contents does NOT include:  Landlord's fixtures and fittings which are insured under Buildings	Malicious damage and vandalism up to £5,000 per claim where loss or damage is caused by your tenant or their guests	of £5,000 per claim. In addition to your policy excess the amount of any deposit lodged by your tenant will be deducted from any settlement issued by your insurers
<ul> <li>(section 1)</li> <li>Articles of gold, silver, gold and silver plated articles, other precious metals, jewellery or furs</li> </ul>	Full policy cover during periods of unoccupancy of up to 90 days subject to unoccupied property terms and conditions	Loss or <b>damage</b> arising out of the illegal manufacture, cultivation, harvest or processing of drugs if <b>you</b> or <b>your</b> agent do not:
<ul> <li>Cameras (including video and camcorders), sports equipment</li> <li>Pedal cycles, clothing and personal</li> </ul>	Impact by aircraft and other aerial devices, vehicles, trains, non- domestic animals, falling trees or branches and falling television satellite dishes	<ul> <li>i. Carry out internal and external inspections of your premises at least every three months or as permitted under the tenancy agreement, maintain</li> </ul>
<ul> <li>Money, bills of exchange and promissory notes, securities or documents of any kind</li> </ul>	<ul><li>Storm and flood</li><li>Subsidence or heave of the site or landslip</li></ul>	a log of such inspections and retain that log for at least 24 months and, carry out an audit of the inspections log at no less than six monthly intervals
<ul><li>Property in the open</li><li>Pets and livestock</li></ul>	Escape of water and resultant     damage arising from fixed water     tanks, apparatus or pipes	ii. Obtain and record written formal identification of any prospective <b>tenant</b>
<ul> <li>Motor vehicles, caravans, boats, trailers or accessories in them or attached to them</li> </ul>	<ul> <li>Theft or attempted theft</li> <li>Escape of oil from fixed domestic oil-fired heating installations</li> </ul>	iii. Obtain and retain a written employer's reference for any prospective <b>tenant</b>
<ul> <li>Any property belonging to the tenants</li> <li>Contents in storage at the insured premises if not intended for use at</li> </ul>	Accidental breakage of fixed glass in furniture within the <b>buildings</b> (Subject to certain restrictions)	iv. Obtain and record details of your tenant's bank account and verify those details by receiving at least one payment
that <b>premises</b>	<ul> <li>Landlord's gardening equipment up to £1.000</li> </ul>	from the same account

to £1,000

# Contents (section 2): continued

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
	We will not reduce the sum insured under Contents (section 2) after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage. You may	v. Advise <b>your tenant</b> , where sub- letting is allowed by the tenancy agreement, that they must follow these measures for all lettings that they or their agents arrange:
	be required to pay some extra premium	<ul> <li>Curios, pictures and other works of art with a value exceeding £1,000 per item</li> </ul>
		Accidental damage to your contents caused by your tenants or their guests
		Theft of landlord's gardening equipment unless entry or exit is gained by forcible and violent means  Theft of landlord's gardening equipment.
		The cost of replacing or repairing any undamaged parts of the <b>contents</b> which form part of a pair, set, suite or part of a common design or function when the loss or <b>damage</b> is restricted to a clearly identifiable area or to a specific part
		<ul> <li>Any policy excess that is specified on your policy schedule</li> </ul>

# Alternative accommodation or loss of rent (section 3)

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Alternative accommodation, loss of rent or temporary storage of contents while the buildings are non-tenantable or access to buildings is denied as a result of damage covered under Buildings (section 1).	Cover provided for up to 30 per cent of the sum insured for buildings or the sum insured stated on your policy schedule	<ul> <li>We will not pay for:         <ul> <li>The cost of providing alternative accommodation for the tenant unless you are legally required to provide alternative accommodation and can provide documentary evidence to this effect</li> <li>Any policy excess that is specified on your policy schedule</li> </ul> </li> <li>Denial of access to the buildings by the Government following natural disaster, outbreak of a contagious disease or other threat to health, or by the emergency services</li> <li>The maximum indemnity period for claims arising out of malicious damage is 90 days.</li> </ul>

# Public liability (section 4):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Indemnity for amounts <b>you</b> are legally liable to pay up to the limit of indemnity stated on <b>your</b> policy <b>schedule</b> .	<ul> <li>Damages arising out of bodily injury or third-party property damage caused by an accident at the insured premises happening in connection with the letting of the premises</li> <li>Damage payable in relation to the Defective Premises Act in connection with any buildings owned by you in the last seven years</li> <li>The most we will pay is £5,000,000 (plus costs and expenses) for any one accident or series of accidents arising out of any one event</li> </ul>	<ul> <li>Unless otherwise agreed by us, we will not pay for:</li> <li>Bodily injury to you, any person who permanently resides with you or to an employee</li> <li>Any liability arising directly or indirectly out of any business other than the business declared under this policy</li> <li>Any liability arising out of any deliberate act</li> <li>Any fines or penalties</li> <li>Any legal costs or expenses insured by another policy</li> <li>The cost of repairing or rectifying alleged faults or defective work</li> <li>Any policy excess that is specified on your policy schedule</li> </ul>

## Employer's liability (section 5):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Indemnity for amounts <b>you</b> are legally liable to pay up to the limit of indemnity stated on <b>your</b> policy <b>schedule</b> .	<ul> <li>Cover provides indemnity for amounts you are legally liable to pay in respect of bodily injury sustained by any employee in</li> <li>connection with the letting of the premises</li> <li>The most we will pay is £10,000,000 (plus costs and expenses) for any one accident or series of accidents arising out of any one event</li> <li>Cover includes employees working for you for the specific purpose of general property maintenance, domestic cleaning duties, rent collection, care-taking, ground maintenance or administration</li> </ul>	<ul> <li>Unless otherwise agreed by us, we will not pay for:</li> <li>Any claims where the employee is undertaking manual work at the premises other than that</li> <li>stated under the 'Key benefits' column</li> <li>Liability of any principal</li> <li>Bodily injury arising directly or indirectly from any vehicle, communicable disease or condition</li> <li>Any fines or penalties</li> <li>Any legal costs or expenses insured by another policy</li> </ul>

## Optional terrorism cover (section 6)

If selected, this section extends the standard policy coverage to protect **buildings**, **contents** and alternative accommodation or loss of rent from **damage** resulting from acts of **terrorism**. This **terrorism** section does not provide cover for any **damage** arising from nuclear, radioactive, chemical or biological emission, contamination or exposure.

# General conditions that apply to the whole of this insurance

- You must take all reasonable steps to prevent damage or an accident and keep the property in a good state of repair
- You must tell us before you start any conversions, extensions or other structural work that changes the use of
  the buildings in any way, renders the property non-tenantable for any period of time or increases the cost of
  rebuilding the buildings by more than 10 per cent of the sum insured for that building
- You must tell us if the property becomes non-tenantable at any time, the use of the property is changed to anything other than a private residence, or the type of tenant is changed from that previously advised to us
- You must comply with all local authority regulations or statutory conditions regarding the letting of the premises
- You must ensure the sums insured are adequate throughout the period of insurance
- You must notify Total Landlord of the interest of any owner(s), mortgagees(s), lessor(s) or other interested party in the event of a claim

# Unoccupied buildings

You are required to inform Total Landlord immediately if:

- The **private residence** is left without a **resident**; or
- There is a break between tenancy agreements for more than 90 consecutive days in length

Cover and conditions vary dependant on the length of time that **your** property remains **unoccupied**. The following assumes that **your** property is tenantable and that **you** are actively seeking tenants. If this is not the case, **you** must refer **your** circumstances to Total Landlord as additional conditions may apply.

Where **your** property remains **unoccupied** for up to 30 consecutive days, full cover will apply with no additional terms.

Where **your** property remains **unoccupied** for between 30 and 90 consecutive days **you** are required to:

- Ensure that all security devices are kept in full and effective operation
- Have weekly internal and external inspections of the buildings carried out
- Keep written reports of weekly inspections
- · Rectify any defects revealed during weekly inspections
- Between 1 November and 31 March (both days inclusive) ensure that either:
- i. The water supply be switched off at the mains and the entire water system and central heating system be drained of all water; or
- ii. Where the entire private dwelling has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open

If the premises remain unoccupied for a period exceeding 91 days the cover provided under Section 1 – Buildings cover and Section 2 – Contents is restricted to the following:

Fire, Smoke, Explosion, Lightning or Earthquake only.

In addition to the above, we will have the right to impose further additional terms, conditions and exclusions and charge a suitable additional premium which must be paid by you if required.

# Exclusions that apply to the whole of this insurance

- Loss or damage caused directly or indirectly by radioactive contamination and nuclear assemblies\*
- Loss, destruction, damage, death, injury, disablement or liability directly or indirectly occasioned by, happening
  through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or
  not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or
  requisition or destruction of or damage to property by or under the order of any government or public or local
  authority\*
- Loss, destruction or damage directly or indirectly occasioned by, happening through or in consequence of any act of terrorism\*
- Loss or damage to any computer equipment, any liability or financial loss caused directly or indirectly by programming or operator error, viruses, hacking, erasure or corruption of electronic data
- Loss or damage occurring outside of the duration of this policy
- Deliberate damage by you, a member of your family, someone who permanently resides with you or an employee

- Loss or damage caused by:
  - i. Wear and tear, gradual deterioration, rusting, corrosion, wet rot, dry rot, rising damp, mould
  - ii. Failure of boiler components iii. Atmospheric or climatic conditions and the action of light
  - iii. Cleaning, repairing, restoring, renovating, dyeing, heating or drying
  - iv. The cost of maintenance or normal redecoration
  - v. Faulty or defective workmanship
- · Diminution of market value
- **Damage** and liability in respect of pollution or contamination, other than caused by a sudden identifiable unintended and unexpected incident that takes place during the **period of insurance**
- Damage caused by pets, insects, fungus or vermin
  - \* Unless additional terrorism cover has been purchased and is specified on your policy schedule.
- Infectious or contagious disease We do not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from infectious or contagious disease, any fear or threat of infectious or contagious disease, or any action taken to minimise or prevent the impact of infectious or contagious disease
- Cyber and data exclusion We do not cover any cyber loss, damage, liability, cost or expense caused
  deliberately or accidentally by the use of or inability to use any application, software, orprogram, any computer
  virus or computer related hoax
- **Denial of access** Alternative accommodation or loss of rent is not provided while access to the property is denied by the policy, ambulance service, fire service or any other emergency service
- Tenant referencing No claims (for example malicious damage, fire, escape of water) will be paid out in relation
  to the illegal manufacture, cultivation, harvest or processing of drugs if your tenant(s) have not passed a fourpoint reference check

## Policy excess

The policy excesses applicable to **your** insurance are shown on **your** policy **schedule** or quotation For claims resulting from theft of keys or removal of wasps or bees' nests there is no **excess**. Any specific excesses that may be applied will be shown on **your** policy **schedule**.

### Additional information

#### How to make a claim under this insurance

If **you** need to notify **us** of an accident, loss or **damage** under this policy please contact the Total Landlord claims team as soon as possible by calling **0800 63 43 880** or by emailing <u>claims@totallandlordinsurance.co.uk</u>.

#### How we settle your claim

All claims under this policy will initially be administered by Total Landlord.

Where a claim relates to the **buildings**, **we** will pay the full cost to repair or replace the loss or **damage** providing the **buildings** have been maintained in a good state of repair and the sum insured is adequate to cover the full cost of rebuilding the home. Where a claim relates to **contents**, providing the sum insured is adequate, **we** will pay either the full cost to repair or, in the event of total loss or destruction of any article, **we** will pay the cost of replacing the article as new.

# Your right to cancel

#### Cancellation of this insurance within 14 days of inception

You are entitled to cancel this insurance by contacting Total Landlord within 14 days of either:

- The date you receive your policy documentation; or
- · The start of the period of insurance

Whichever is the latter. Providing **you** have not made any claims **we** will refund the premium however Total Landlord may charge **you** an administration fee.

# Cancellation of this insurance more than 14 days after inception

**You** can also cancel this insurance at any time during the **period of insurance** by contacting Total Landlord. Any return premium due to **you** will be calculated on a pro-rata basis and will depend on:

- · How long this policy has been in force; and
- The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments

No return of premium will be given if a claim has occurred during the **period of insurance** and Total Landlord may charge **you** an administration fee.

### What is the complaints procedure?

Should **you** have cause to complain about any aspect of **your** policy or claim please contact **us** and **we** will do **our** best to find a satisfactory resolution as quickly as possible. Please write to the Quality and Operations Manager, Total Landlord, Premiere House, First Floor, Elstree Way, Borehamwood, WD6 1JH. Alternatively, **you** can call **us** on **0800 63 43 880** or email **us** at <a href="mailto:complaints@totallandlordinsurance.co.uk">complaints@totallandlordinsurance.co.uk</a>.

If, upon initial investigation of **your** complaint, **we** feel that it is more suitable for **your** complaint to be redirected to **your** insurers, AXIS Specialty Europe SE (UK Branch) trading as AXIS Specialty London, **we** will immediately provide **you** with their full complaints process.

If **you** remain dissatisfied following **our** investigation into **your** complaint, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. Their contact details are: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. They can also be contacted by calling **0800 023 4567** or emailing <u>complaint.info@financial-ombudsman.org.uk</u> or **you** can visit their website which can be found at <u>www.financial-ombudsman.org.uk</u>.

Your right to take legal action against us is not affected by referral to the Financial Ombudsman Service.

## **Financial Services Compensation Scheme**

(FSCS) may be available to satisfy **your** claims if **we** are unable to meet **our** obligations to **you** under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If **you** are entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of the contract and **your** eligibility. Further information about the scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from:

Financial Services Compensation Scheme

10th Floor

**Beaufort House** 

15 St Botolph Street

London

EC3A7QU

#### The law applicable to this insurance

Unless specifically agreed to the contrary, this insurance is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

#### **Total Landlord**

First Floor Premier House Elstree Way Borehamwood WD6 1JH

T: 0800 634 3880

**E:** enquiries@totallandlordinsurance.co.uk www.totallandlordinsurance.co.uk

Total Landlord is a trading name of HFIS ltd.
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