



# Property Summary of Cover combining Unoccupied Property Summary of Cover

#### Should you have any gueries about this cover please contact your broker who will be pleased to help you.

- Some important facts about your insurance are summarised below. This summary does not describe all the terms and
  conditions of your policy, so please take time to read the policy document to make sure you understand the cover it
  provides.
- 2. This policy is arranged by Towergate Underwriting Let Property and is underwritten by a consortium of specialist insurers. The Lead Insurers are Allianz Insurance plc, also underwritten by Royal Sun Alliance plc.
- 3. This is a property insurance policy which covers you up to the sums insured for the Buildings &/or Landlord's contents specified in the policy schedule, including limited Accidental Damage cover as detailed in the policy. Full Accidental Damage cover can be provided for an additional premium and is operative only if identified as such on your policy schedule.

Where a heading is underlined in this policy summary, full details can be found in your policy booklet under the same heading.

## 4. Significant Features & Benefits – Buildings and Contents Sections:

- Fire, lightning, explosion, earthquake.
- Aircraft or items dropped thereform.
- Storm, tempest or flood.
- Escape of water from fixed water/heating installation.
- Escape of oil from fixed domestic oil-fired heating.
- Theft or attempted theft, other than by the tenant
- Theft or attempted theft caused by the tenant (maximum limit £5,000)
- Impact by vehicles or animals
- Riot, violent disorder, labour disturbance, civil commotion or persons of malicious intent.
- Subsidence, landslip or heave.
- Damage caused by <u>falling radio & TV aerials</u>, <u>satellite dishes</u>.
- Damage caused by falling trees, telegraph poles or lamp-posts.

## **Buildings Section Only**

- Malicious Damage caused by the tenant (maximum limit £5,000)
- Loss of rent up to 25% of the sum insured on the buildings damaged or destroyed (unless stated as different on your policy schedule) if the property is uninhabitable following damage caused by an insured peril.
- · Accidental Damage to fixed glass, double glazing, sanitary fixtures; supply pipes and cables.
- Removal of debris following damage to the buildings caused by an insured peril.
- Increased metered water charges up to £750 resulting from escape of water due to an insured peril
- Cover for a contracting purchaser.
- · Accommodation costs if the buildings are rendered uninhabitable by an insured peril.
- Property Owners Liability is included up to £5 million
- Tracing and access of leaks maximum limit £1,000

## **Contents Section Only**

 Loss of rent up to 10% of the sum insured on the landlord's contents of the buildings damaged or destroyed (unless stated as different on your policy schedule) if the property is uninhabitable following damage caused by an insured peril.

# 5. Significant Exclusions & Limitations:

## **Property Policy**

- If the property is unoccupied for more than 30 days, theft, attempted theft, malicious damage, escape of water, escape of oil, accidental damage to fixed glass, double glazing, sanitary fixtures will be excluded from this policy.
- <u>Storm, tempest or flood</u> excluding property left in the open, to fixed fuel-oil tanks, swimming pools, drives, tennis courts, or caused by rising water tables.
- Theft or attempted theft caused by persons lawfully on the premises (other than the tenant)

- Escape of water from fixed fuel-oil tanks and swimming pools.
- Escape of oil due to wear and tear, gradual emission.
- <u>Subsidence, landslip or heave</u> excluding fixed fuel oil tanks, swimming pools, tennis courts, drives, walls unless the
  main building is simultaneously affected by the same peril; whilst the buildings are being worked on; coastal erosion;
  solid floors unless the walls are simultaneously affected by the same peril.
- Damage to falling radio & TV aerials, satellite dishes and masts
- Damage caused by lopping, topping or felling of trees, telegraph poles or lampposts
- Removal of debris excludes costs incurred in preparation of a claim or estimate.
- · Loss or damage arising from the property's use for illegal activities.
- Unless otherwise stated, a standard excess of £100 will apply to all claims for occupied properties other than for escape of water where the excess is £250 and for subsidence where the excess is £1,000.

#### **Unoccupied Property Policy**

- If the property is unoccupied for more than 30 days, the following cover restrictions will apply:
  - Where the property has been continuously unoccupied for 31-90 days, cover will be restricted to Fire, Earthquake, Explosion, Lightning, Aircraft, Storm and Subsidence.
  - Where the total period of unoccupancy is 91 days or more, cover will be restricted to Fire, Earthquake, Explosion, Lightning and Aircraft only.
- <u>Contractors Exclusion Endorsement</u> there is no cover for claims arising from the activities of contractors.
- Restricted Perils if any renovation work is undertaken in an unoccupied property, other than purely cosmetic work, cover will be limited to Fire, Lightning, Earthquake, Explosion & Aircraft cover only. Cover will only be issued on the basis that the property is wind & water-tight at all times. Should this not be the case, we reserve the right to limit the cover available to you accordingly.
- <u>Unoccupancy Endorsement:</u> any unoccupied property must be inspected at least once every 14 days by yourself or by someone on your behalf. The electricity should be switched off unless to power an alarm system. Gas and water supplies must be turned off & the latter drained. All letterboxes must be sealed.
- Unless otherwise stated, a standard excess of £250 will apply to all claims for unoccupied properties other than for subsidence where the excess is £1000.
- Loss or damage arising from the property's use for illegal activities is not covered.

#### Should you have any queries about this cover please contact your broker who will be pleased to help you.

- **6. Policy Duration**: This policy will remain in force for a period of 12 months from the date of commencement, or as otherwise shown on your policy schedule. You may need to review and update the cover periodically to ensure it remains adequate.
- **7. Cancellation**: You have the right to cancel this policy within 14 days of inception or renewal or receipt of policy or renewal documentation, whichever is the later, without giving any reasons. If that happens, your premium will be refunded to you, after deduction of a charge for the cover provided from the beginning of the contract to the date of cancellation, and in the event that a claim has not been made that would be considered as having completed the contract.

#### 8. Claims

In the event that you need to make a claim, please notify us at the following address: Towergate Underwriting Let Property Claims, The Octagon, Middleborough, Colchester, CO1 1TG

Or telephone the Towergate Underwriting Let Property Claims Hotline on 01206 773540.

When contacting Towergate Underwriting Let Property Claims, please have your policy number & details of the claim to hand to help them to process the claim more efficiently. Please also have to hand the full address of the property at which the loss has occurred.

## 9. Complaints Procedure

If you are disappointed with any aspect of the handling of your insurance, please contact;

The Complaints Officer,

Towergate Underwriting Let Property.

The Octagon,

Middleborough,

Colchester

COLLIESTE

Tel: 01206 773540

Email: tulpenquiries@towergate.co.uk (marked 'complaint')

# Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

# Refer your complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Underwriting Let Property, you feel that the matter has not been resolved to your satisfaction (or if your complaint remains unresolved after 8 weeks of initially telling us) you may be able to refer your complaint to;

The Financial Ombudsman Service, or 'FOS',

Financial Ombudsman Service,

**Exchange Tower** 

London

E14 9SR

0800 023 4567 (free from landlines) and 0300 123 9123 (free from most mobiles)

Website: www.financial-ombudsman.org.uk

#### 10. Financial Services Compensation Scheme

Towergate Underwriting Let Property and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

## 10. Legal Expenses Insurance and Assistance (only operative if shown on your schedule as included)

Features & Benefits	Significant Exclusions or Limitations	Policy Section
The insured incidents covered by the policy are described below. In all cases we will negotiate for your legal rights to resolve the problem, either by ourselves or through external lawyers who we will appoint	The prospects you will recover losses or damages (or obtain any other legal remedy that we have agreed to) must be at least 51%. (This does not apply to Insured Incident 2 – Legal Defence).	Our Agreement – 1) Reasonable prospects.
	External costs are limited to £50,000.	What we will pay (a).
	Costs incurred before DAS agrees them.	Policy Exclusions 2.
	Fines, penalties, compensation or other awards.	Policy Exclusions 3.
Insured Incident 1 – Property protection We will pursue someone who causes a legal nuisance or trespass to your property.	Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a lawyer to help you.	Policy Conditions 1. Your legal representation (b).
	You must have established the legal ownership or right to the land that is the subject of the dispute.	Insured Incidents 1. Property protection
	We do not pay any claim relating to any building or land not covered by this policy.	Insured Incidents 1. Property protection - What is not covered (ii).
	We will not pay any claim relating to a contract you have entered into.	Insured Incidents 1. Property protection - What is not covered (i).
Insured Incident 2 – Legal defence We will defend any criminal prosecution brought against you that arises from you letting out your property under: • the Gas Safety (Installation and Use) Regulations 1994; • the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993; • the Electrical Equipment (Safety) Regulations 1994.	We will not pay any claim unless you take all reasonable steps to comply with these regulations.	Insured Incidents 2. Legal defence- What is not covered.
Helpline Service 24 hour telephone helpline		
Eurolaw legal advice Advice on any personal legal problems within the UK and EU law.		
Territorial limit – The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.		

## Making a claim

You must give DAS details of any claim as soon as possible and within 90 days of the insured incident happening. You can write to: The Claims Department

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Alternatively you can email newclaims@das.co.uk or telephone 0344 893 0960 you must quote TS3/4154811 as the policy/scheme number. Lines are open 24 hours a day, 365 days a year. Calls may be recorded