



# **Residential Property Owners Policy Keyfacts**

#### **Policy Summary**

This policy summary provides an overview of cover for the Residential Property Owner policy. It does **not** include the full terms and conditions of the policy, which can be found in the policy wording. Please ensure that you read the policy wording and fully understand the terms and conditions.

The Residential Property Owner policy is a property insurance for any of the following types of property that are let out:

- · residential private dwellings, or
- · flats, blocks of flats

This policy is underwritten by AmTrust Europe Limited, registered in England and Wales under number 01229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The financial services registration number is 202189. These details can be checked on the financial services register at www.fca.org.uk

The policy provides cover for 12 months following inception or renewal, subject to your payment of the premium.

Under UK law you and we can choose the law that will apply to this contract. Unless you and we have agreed otherwise, this contract will be governed by English law (p28).

Below we provide a summary of the covers available, with some of the key features. Certain covers will only apply if you have selected the option(s).

For your ease of reference the policy wording page numbers are shown in brackets.

# **Summary of Covers**

#### Section 1 - Property Damage (p4-11).

- a. **Buildings Insurance** Cover against damage to the property caused by an insured peril, subject to exclusions. Our policy includes malicious damage caused by the tenant up to £5,000, subject to exclusions (p4-6).
- b. **Contents Insurance** Cover for loss or damage to the contents in the insured property or its outbuildings or private garage caused by an insured peril, subject to exclusions.

#### Cover Extensions (p6-7).

- 1. Accidental Damage You may select to include accidental damage cover for an additional premium and this is only operative if identified as included in the schedule.
- 2. Locks and Keys Cover for the cost of replacing locks and keys in the event that the keys are stolen using force and violence.
- 3. **Trace and Access** Cover for the costs incurred in locating the source of escaping water, fuel or oil from any tank, apparatus or pipe up to an amount of £2,500 for any one claim.
- 4. Metered Supplies Cover for additional water, gas, electricity or other metered supply charges incurred by you as a consequence of damage.
- 5. **Landscaped Gardens** Cover for costs incurred by you, as a consequence of damage to the buildings, up to an amount of £1,000 for any one claim in restoring landscaped grounds to their original appearance.
- 6. **Emergency Services** Cover for costs incurred by you following damage to the buildings caused by the emergency services attending the buildings up to an amount of £1,000 for any one claim.
- 7. **Fire Extinguishers and Sprinklers** Cover for costs incurred by you in re-filling fire extinguishers and replacing sprinkler heads solely in consequence of damage by an insured peril.

### Section 2 - Loss of Rent (p12-13).

- a. Loss of Rent Cover provides loss of rent or alternative accommodation up to 20% of the buildings sum insured, if the building becomes unoccupied or partly unoccupied and cannot be let due to one of the insured perils defined in Section 1 Property Damage (p4-6).
- b. Standard Cover Extensions included (p12).
  - 1. Costs of re-letting the property Cover for costs that you incur in re-letting the building (including legal fees) solely in consequence of damage.
  - 2. **Denial of Access** Cover for loss of rental income resulting from denial of access to the building as a result of damage to other buildings in the area or property at the premises of your managing agent, subject to the conditions of the policy.

#### Section 3 - Property Owners' Liability (p14-19).

a. Legal Liability - Covers your legal liability to third parties for accidental injury damage up to £2 million in any one claim up to a maximum of £2 million in any one period of insurance. The cover also includes your defence costs and expenses arising as owner of the property.

### Section 4 - Legal Expenses (p20-24).

a. Standard Legal Expenses (p20) - this is provided automatically within your policy cover, and provides up to £50,000 of legal expenses for any one claim and arises from legal proceedings relating to rent recovery and eviction. Subject to the conditions of the policy.

#### Section 5 - Terrorism (p25-26).

You may select to include Terrorism cover for an additional premium and is only operative if identified as included in the schedule.

a. This section covers damage to the buildings and/or contents as a result of terrorism, as defined in the policy.

# **Significant Policy Limitations and Conditions**

- a. Cover is limited for unoccupied properties, certain perils are not covered and the unoccupancy condition in the policy must be complied with. Cover for an unoccupied property is restricted to 90 consecutive days from the date that the property first became unoccupied (p27).
- b. Excesses You pay an excess (an amount towards each and every claim) as stated in the schedule or as amended by endorsement attached to the schedule. You have the option to select an increased voluntary excess. You should check your individual quotation, policy schedule and endorsements for the excesses that apply to you under Section 1 Property Damage, the standard policy excesses are as follows:

	Occupied Property	Unoccupied Property – to be read in conjunction with Policy Condition 3 (p27).
Subsidence	£1,000	£1,000
Theft	£100	Cover not available
Malicious Damage	£100	£750
Malicious Damage by tenants	£500	Cover not available
All other claims	£100	£500
Section 1 - Property Damage, Insured peril H -	£250	Cover not available
Escape of water, fuel or oil from any tank, apparatus		
or pipe or fixed heating installations		
Under Section 3 - Property Owners' Liability	£100	£500

### Significant Policy Exclusions (p29-31).

- a. Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.
- b. Any damage occurring before the start of this policy or deliberate damage caused by you or anyone working on your behalf.
- c. Any damage caused by cooking in rooms other than rooms fitted for and designated as kitchen areas
- d. Any damage caused by portable heaters except for domestic electric fan heaters that are used in conjunction with a standard fitted heating system.
- e. Loss of value or any indirect loss, meaning:
  - 1. Loss of value of building, contents or any other property insured.
  - 2. Indirect loss of any kind or description unless otherwise insured under Section 2 Loss of Rent.
- f. Damage caused by wear and tear or any gradually operating cause.
- g. Any damage caused by domestic animals or by insects or vermin.
- h. Pairs and sets The cost of replacing or altering any undamaged part or item forming part of a set.
- i. Damage or legal liability directly or indirectly caused by radioactive contamination.
- j. War and similar risks.
- k. Riot and civil commotion in Northern Ireland.

#### **Claims Procedure**

If you wish to make a claim, you may either contact the intermediary who arranged cover for you, who will notify us of your claim, or contact us directly.

AmTrust Europe Claims Hotline 0115 934 9818 (9 a.m. - 5 p.m. Mon-Fri)

AmTrust Europe Limited Market Square House St James's Street Nottingham NG1 6FG.

When submitting a claim form you must give your policy number. When you become aware of an event which is likely to result in a claim under this policy you must do the following:

- a. Give us full written details of your claim as soon as reasonably possible, and always within 30 days.
- b. Tell the police immediately if damage has been caused by theft, attempted theft, malicious acts or vandals.
- c. Take all steps to reduce and prevent any further injury, loss or damage.
- d. Give us, at your expense, all information and evidence (including written estimates and proof of ownership and value) we ask for.
- e. Send to us (unanswered) every letter, claim, writ, summons or other legal document you received in relation to the claim.
- f. Supply, at your own expense, all information and help we ask for.
- g. All claims for food loss must be supported by an original invoice covering repair of the freezer which the attending engineer must sign to confirm your food loss and the amount you are claiming.

### You must not do the following:

- Abandon any item to us.
- b. Dispose of any damaged items before we have inspected them.
- c. Negotiate, admit or settle any claim or offer without our written permission.

### We may do the following:

- a. Enter any of the buildings where damage has occurred, keep the insured property and deal with the salvage accordingly.
- b. Prosecute (in your name for our own benefit), any other person in respect of any amount we have or must pay.
- c. Appoint a loss adjuster to deal with the claim.
- Arrange to repair the damage to the property.

#### **Cancellation Rights**

Written confirmation of the cancellation of the policy may be given at any time by you or by us, as detailed in the policy wording under the heading 'Cancellation' shown on page 27 of the policy wording we will give you a minimum of 14 days notice of cancellation to enable you to find alternative cover. You may cancel the policy by giving us 14 days notice in writing. This is subject to certain terms, full details of which can be found in the policy wording.

#### Cooling off Period

Before you accept our policy you have 14 days to review your policy wording. If you are not totally happy with the policy and you have not made a claim you can write to us requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance from inception.

# **Complaints Procedure**

### IF YOUR COMPLAINT IS ABOUT THE WAY A POLICY WAS SOLD TO YOU

If at any time you have any query or complaint regarding the way the policy was sold, you should refer to the insurance Broker who sold the policy to

#### IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR POLICY OR CLAIM

AmTrust Europe Limited aim to give our Insured a high level of service at all times. However if you have a complaint about your policy or claim please contact:

AmTrust Europe Complaints AmTrust Europe Limited Market Square House St James's Street Nottingham NG1 6FG

Telephone: +44 (0) 115 934 9852 E-mail: complaints@amtrusteu.co.uk

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from "eligible complainants" which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: http://www.financial-ombudsman.org.uk

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and circumstances of the claim.

Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 0207 741 4100.

You can check the above details on the Financial Services Register by visiting the FCA website: www.fca.org.uk

This complaints procedure does not affect any legal right you have to take action against us.