

## Property Summary of Cover combining Unoccupied Property Summary of Cover

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

1. 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 Royal & Sun Alliance plc, also underwritten by Allianz Insurance plc and Groupama Insurance Company Limited
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:**

- Fire, lightning, explosion, earthquake.
- Aircraft or items dropped therefrom.
- 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 caused by the tenant (maximum limit £5,000)
- Malicious Damage 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 falling radio & TV aerials, satellite dishes.
- Damage caused by falling trees, telegraph poles or lamp-posts.
- Accidental Damage to fixed glass, double glazing, sanitary fixtures; supply pipes and cables.
- 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.
- 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 – Buildings Section only.
- 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

#### **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.
- Storm, tempest or flood 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)
- Malicious Damage caused by persons lawfully on the premises (other than the tenant)
- Escape of water excluding fixed fuel-oil tanks and swimming pools.
- Escape of oil excluding wear and tear, gradual emission.
- Subsidence, landslip or heave 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.
- Falling radio & TV aerials, satellite dishes excluding damage to these items.
- Falling trees, telegraph poles or lamp-posts excluding lopping, topping, felling.
- Removal of debris excluding costs incurred in preparation of a claim or estimate.
- Loss or damage arising from the property's use for illegal activities is not covered.
- 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, theft, malicious damage, escape of water, escape of oil, accidental damage to fixed glass, double glazing, sanitary fixtures will be excluded from this policy.
- Contractors Exclusion Endorsement there is no cover for claims arising from the activities of contractors.
- Restricted Perils Endorsement if any renovation work is undertaken in an unoccupied property, other than purely cosmetic work, cover will be limited to Fire, Lightning, 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.
- Unoccupancy Endorsement: any unoccupied property must be inspected at least once every 14 days by yourself or by someone on your behalf. All mains should be switched off unless to power an alarm system or central heating. Electricity, gas & water supplies must be turned off (& the latter drained) unless needed to power an alarm or central heating; 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 is an annually renewable policy.

**7. Cancellation:** you are free to cancel this policy at any time. This is calculated on a pro-rata basis (administration costs may apply)

### 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:

Policyfast Limited take pride in providing a first class service to all our policyholders, however occasionally an enquiry or a complaint may arise, often as a result of misunderstanding, which will usually be resolved quickly and efficiently to our policyholders satisfaction.

If you have an enquiry or cause to make a complaint regarding your policy, you should firstly contact the broker/agent who arranged the insurance for you. If they are unable to resolve the problem, please contact:

Operations Manager  
Policyfast Limited  
Unit 5, Vantage Park  
Washingley Road  
Huntingdon  
PE29 6SR

If you are not satisfied with the way your complaint has been dealt with, you may write to the insurer at the following address:

Customer Relations Office  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

If after following the above procedure, your complaint has not been resolved to your satisfaction, you may have the right to refer the matter to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

## 10. Compensation Scheme

Royal & Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are members of the Financial Services Compensation scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if they cannot meet their obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

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

Features & Benefits	Significant exclusions or limitations
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 to help you.	<ul style="list-style-type: none"> <li>It must be more likely than not that you will recover damages or make a successful defence of your claim. (This does not apply to prosecution defence.)</li> <li>External costs are limited to £50,000</li> <li>Costs incurred before DAS agrees to pay them.</li> <li>A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out your policy.</li> <li>Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a lawyer to help you.</li> </ul>
<b>Property Damage</b> Someone causes damage to your property	The extent of damage must be more than £1,000.
<b>Recovering Possession</b> You wish to get possession of your property from your tenants	<ul style="list-style-type: none"> <li>Your property must be let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act or Housing (Scotland) Act. You must be trying to get possession under the mandatory grounds i.e. grounds 1 to 8 shown in the Schedules of the above Acts; or under Part 1 section 21 for England and Wales or Part 2 section 33 in Scotland if the term of the tenancy has expired.</li> <li>You must give the tenant the correct notices telling him or her that you want possession of your property.</li> </ul>
<b>Repossession of residential letting to a business</b> You have let your property to a business for residential purposes and wish to get possession.	
<b>Repossession by resident landlord</b> You live in your property as landlord and wish to get possession	
<b>Eviction of squatters</b> Someone is living in your property without your permission and you wish to evict them.	
<b>Recovering rent arrears</b> You wish to recover rent arrears from your tenants	Registering rents, reviewing rents or any matter to do with rent, rate or land tribunals or a rent assessment committee.
<b>Prosecution Defence</b> We will defend any criminal prosecution brought against you that arises from you letting out your property	We do not pay court orders.
<b>Hotel Expenses</b> We will pay your hotel expenses while you try to get a possession order for your property so you can live in it.	Cover is for up to £75.00 per day for a maximum of 30 days
<b>Tax Protection</b> This cover will pay the costs of negotiating for your company's rights or representation in appeal proceedings if any of the following tax problems arise: <ul style="list-style-type: none"> <li>A Full, Aspect or Tax Intervention Enquiry.</li> <li>A dispute arising from a review of your compliance with Pay As You Earn or Social Security Regulations.</li> <li>An assessment in respect of Value Added Tax.</li> </ul>	<ul style="list-style-type: none"> <li>Tax avoidance schemes</li> <li>A £2000 limit and £200 excess applies for each Aspect and Tax Intervention Enquiry.</li> </ul>
<b>24 Hour Telephone helpline</b> <b>Eurolaw Legal Advice.</b> Advice on personal legal problems within UK and EU law. <b>Domestic Assistance.</b> DAS can arrange to call out a contractor to fix the problem in the event of an emergence affecting the property.	The contractor's charges are your responsibility.
<b>Territorial limits</b> England, Scotland and Wales	

### 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](mailto:newclaims@das.co.uk) or telephone 0117 934 0553 you must quote TS35111220 as the policy/scheme number. Lines are open 24 hours a day, 365 days a year. Calls may be recorded.