

# Landlords Insurance + Policy Summary

Landlords Insurance+. Arranged by HomeLet and insured by the Insurers as listed below.

This document provides a summary of the cover provided. Full details can be found in the policy wording, which is available free of charge online at [homelet.co.uk](http://homelet.co.uk), from HomeLet on request, by contacting us on **0800 035 8258** or emailing us at [help@homelet.co.uk](mailto:help@homelet.co.uk)

A copy of all your policy documents will also be provided to you if you take out a policy with us. Where a policy is arranged, you should refer to your policy wording, policy schedule and any endorsements that apply for full details of the cover in force. This product is designed for landlords who wish to protect their rental property and legal liabilities.

## Type of Insurance

This Insurance is specifically designed for Landlords in the capacity of commercial customers, the policy is made up of 4 sections and the insurer for each section is listed below:

- Buildings insurance – AmTrust Specialty Limited.
- Contents insurance – AmTrust Specialty Limited.
- Rent Guarantee Insurance – AmTrust Specialty Limited.
- Emergency Assistance Insurance – AmTrust Specialty Limited, administered by Arc Legal Assistance Ltd

Your policy schedule sets out which sections of cover you have purchased and your sums insured.

## Insurers

Buildings, Contents and Rent Guarantee is underwritten by AmTrust Specialty Limited.

AmTrust Specialty Limited is the insurer for this policy. It is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202189.
- registered in England & Wales under company number 01229676.

Its registered office is at: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, United Kingdom

Emergency Assistance Insurance is underwritten by AmTrust Specialty Limited, administered by Arc Legal Assistance Ltd

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

## Period of Cover

12 Months between the dates detailed in your policy schedule, renewable annually.

## Law and Jurisdiction applicable

The policy follows English Law and you and we agree to abide by the non-exclusive jurisdiction of the courts of England and Wales. This doesn't apply if you (as an individual) live in Jersey or you (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

## Important

**This Policy Summary does not describe all the terms and conditions of the policy in full.**

Please take time to read your policy wording in conjunction with the policy schedule and make sure you understand the extent of the cover provided.

Insurance cannot cover you for everything which may go wrong, there are limits to cover, conditions, requirements of you and fundamental principles which apply in all cases.

This policy is a contract of indemnity which means it is designed to put you back in the same position as you were immediately before your insured loss, not better or worse, but the same. We expect you to act with due care in relation to the risks covered by this policy which means taking any reasonable precaution and avoiding any unreasonable risk which you would normally take or avoid if this policy did not exist.

# Significant features, benefits, exclusions, limitations or conditions of the policy

## Buildings Insurance

### Significant Features and Benefits

### Significant Exclusions, Limitations and Conditions

#### Rebuilding

The rebuilding of your property used wholly or partially as private dwellings, following loss or damage caused by fire, collision, malicious persons (excluding malicious damage by your tenant), lightning, explosion, collision or impact, falling trees and earthquake, theft by forcible means, subsidence, heave, riot/civil commotion, storm, flood, oil leakage or escape of water.

#### Unoccupied Properties

Full cover for properties unoccupied for up to 90 consecutive days.

#### Loss of Rent and Alternative Accommodation

Loss of rent and your re-letting costs or costs of alternative accommodation, following insured damage, up to two years rent (not exceeding £50,000).

#### Emergency Assistance Cover included As Standard (see page 8 for more details)

See Emergency Assistance Summary below.

#### Trace & Access - up to £5,000

In the event of an escape of water to cover the cost of locating the point of escape, repairing and making good.

#### Emergency Access – up to £1,000

Damage to your insured property following emergency access as a result of a medical emergency.

#### Metered Water and Gas Charges – up to £1,000

Following loss caused by damage to the apparatus after the point of the service feed to the Insured Property.

**Capital Additions** up to £100,000 – up to 10% of the total sum insured.

#### Workmen

Workmen may be employed to effect repairs, decoration, general maintenance and minor alterations without prejudice to the insurance.

#### Other Interests

The interest of any freeholder, mortgagee, lessor or tenant is automatically noted in the Insurance as long as it is disclosed in the event of a claim.

#### Maximum Sum Insured up to £999,999

Sums Insured of £1,000,000 or more may be considered on referral to underwriters.

#### Territorial Limits

Cover is specifically designed for let properties in England, Wales, Scotland and Northern Ireland.

#### Unoccupied Properties

Cover for Accidental and Malicious Damage, Escape of Water and Oil, Theft and Attempted Theft are excluded after the property has been left unoccupied for more than 90 consecutive days. Insurers require notification once the property has become unoccupied and cover will cease once the property has become unoccupied for more than 180 consecutive days. Cover restrictions may apply to properties unoccupied at inception of a policy.

#### Works

Insurers require notification in writing if any works are being carried out at the property that will exceed 60 days.

#### Terrorism

We will not indemnify You against loss, damage, cost or expense or Consequential Loss directly or indirectly caused by or arising out of or in connection with Terrorism or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

#### Accidental Damage

This cover will only apply if the Accidental Damage option is taken.

#### Malicious Damage by Tenant(s)

Malicious Damage by Tenant(s) is not automatically included under the standard policy cover. This cover is only available if the Accidental Damage option is taken.

## Significant Features and Benefits

## Significant Exclusions, Limitations and Conditions

**Liability Covers**

Legal Liability as Owner up to £5,000,000 Legal Liability as Employer:

Public Liability up to £5,000,000

Employers Liability up to £10,000,000

**Additional Options for Buildings Insurance**

**Accidental Damage** option is available at an additional charge and includes Accidental and Malicious Damage by the Tenant.

**Excess Options - nil/£100/£250/£500/£1,000**

If £0 excess is not selected accidental and malicious damage excess is £500 and Subsidence is £1000, all other covers which are subject to an excess are at the value selected, either £100, £250, £500 or £1000.

If £0 excess is selected, ALL excess' are £0.

Liability Covers always carry £0 excess regardless of the level selected.

**Liability as Employer**

Cover is restricted to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with you in relation to the Insured Property.

**Average Clause**

The Sum Insured declared must represent the full rebuilding cost of the property otherwise average may be applied to a claim. This means that you will bear a proportion of each loss, which will be the equivalent to the proportion of underinsurance.

**Wear and Tear**

Damage caused by wear and tear or any other gradually operating cause is excluded.

**Tenancy Agreements**

It is a condition precedent to Our liability under this Policy that any letting of the Insured Property by You is on the basis of an Assured Periodic Tenancy as defined in the Housing Act 1988, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016, a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts, a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006 or a legally binding company let agreement prepared with due care and skill between you and the tenant unless an alternative basis of tenancy has otherwise been agreed and confirmed by Us in writing.

**Nil Excess**

Quotations for the Nil Excess option subject to satisfactory claims history

## Contents Insurance

### Significant Features and Benefits

### Significant Exclusions, Limitations and Conditions

#### New for Old

Cover is provided on a New for Old basis following loss or damage caused by fire, malicious persons (excluding malicious damage by tenant), lightning, explosion, collision or impact, falling trees and earthquake, theft by forcible means, subsidence, heave, riot/civil commotion, storm, flood, escape of water or oil leakage.

If Full Contents cover is selected, cover is for domestic furniture and furnishings (including kitchen and bathroom units, fixtures and fittings in respect of Leasehold properties only).

If Limited Contents is selected cover is provided for the following items only;

- carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves

#### Loss of Rent and Alternative Accommodation

Loss of rent and your re-letting costs or costs of alternative accommodation, following insured damage, up to 30% of the Contents sum insured.

#### Unoccupied Properties

Full cover for properties left unoccupied for up to 90 consecutive days.

#### Emergency Assistance Cover included as standard where

**Full Contents cover is selected** (See Emergency Assistance Summary below.)

**Temporary Removal – up to 20% of Contents sum insured** Contents are also covered whilst temporarily removed for cleaning, renovation, repair, or similar purposes.

#### Contents in the Garden up to £500

Contents lost or damaged as a result of an insured peril whilst in the garden but remaining within the boundary of the property.

#### Replacement of locks following theft of keys – up to £1000

#### Loss of Oil (up to £500) and Metered Water or Gas (up to £1,000)

Cover for the cost of oil lost from domestic heating installation following Accidental Damage to any part of the domestic heating installation; and for additional metered water or Gas charges incurred by you and resulting from an insured peril.

#### Liability Covers

Legal Liability as Owner up to £5,000,000

Occupiers Legal Liability &

worldwide Personal Liability up to £5,000,000

Legal Liability as Employer:

Public Liability up to £5,000,000

Employers Liability up to £10,000,000

#### Sums Insured - Single Article limit up to £2,500.

Full Contents Minimum Sum Insured £10,000

Full Contents Maximum Sum Insured up to £59,999.

Limited Contents – Fixed Sum Insured £5,000

Sums Insured on Full Contents of £60,000 or more may be considered on referral to underwriters.

#### Territorial Limits

Cover is specifically designed for let properties in England, Scotland, Northern Ireland and Wales.

#### Single Article Limit – up to £2,500

Cover is specifically designed for domestic furniture and furnishings in let properties.

#### Personal Possessions

The Contents section does not cover your personal possessions or valuables left at the property.

#### Unoccupied Properties

Cover for Accidental and Malicious Damage, Escape of Water and Oil, Theft and Attempted Theft are excluded after the property has been left unoccupied for more than 90 consecutive days. Insurers require notification once the property has become unoccupied and cover will cease once the property has become unoccupied for more than 180 consecutive days. Cover restrictions may apply to properties unoccupied at inception of a policy.

#### Lock Endorsement

For properties in certain high risk postcode areas or where the Contents sum insured is equal to or greater than £30,000:

We will not pay for any loss or damage at the insured address caused by Theft, Attempted Theft or Malicious Damage as a result of Theft, unless the following protections are in place:

1. Front or main exit door
  - A five lever mortice deadlock, or
  - For uPVC doors, an integrated multipoint locking system.

2. All other external doors

This includes doors that are not a front or main exit door, such as French or patio doors.

- Either the same type of lock as above, or
- Key operated bolts fitted at the top and bottom of each door.

All doors must be securely closed and locked when the insured address is empty, or once you and any other responsible person have gone to bed.

In this context, a responsible person means an adult that is capable of looking after the insured address. This would be the policy holder or another adult living in or looking after the property.

3. Windows, fanlights and skylights

- Key operated locks must be fitted to all windows that can be opened and are accessible.

Accessible means any window, fanlight or skylight that a person could reach from outside without bringing anything to the insured address to gain access, such as a ladder, stepladder or scaffolding.

All windows must be securely closed and locked when the insured address is empty, or once you and any other responsible person have gone to bed and the room is empty.

Significant Features and Benefits

Significant Exclusions, Limitations and Conditions

**Additional Options for Contents Insurance**

**Excess Options - nil/£100/£250/£500/£1,000**

Where Limited Contents is selected the excess' are £500 for malicious damage by a 3rd party, £1000 for subsidence and £250 for any other claim where an excess is applicable.

Where Full Contents is selected accidental and malicious damage excess is £500 and Subsidence is £1000, all other claims which incur an excess are at the level selected, either £100, £250, £500 or £1000.

If £0 excess is selected, ALL excess' are £0.

Liability Covers always carry £0 excess regardless of the level selected.

**Nil Excess Option** is available at an additional charge (not available on Limited Contents).

**Accidental Damage** option is available at an additional charge and includes Accidental and Malicious Damage by the Tenant (not available on Limited Contents).

**Accidental Damage**

Accidental Damage to contents will only apply if the Accidental Damage option is taken and is only available with the Full Contents option.

**Malicious Damage by Tenant(s)**

Malicious Damage by Tenant(s) is not automatically included under the standard policy cover. This cover is only available if the Accidental Damage option is taken.

**Liability as Employer**

Cover is restricted to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with you in relation to the Insured Property.

**Average Clause**

The Sum Insured declared must represent the cost of replacing the Contents on a new for old basis otherwise average may be applied to a claim. This means that you will bear a proportion of each loss, which will be the equivalent to the proportion of underinsurance.

**Tenancy Agreements**

It is a condition precedent to Our liability under this Policy that any letting of the Insured Property by You is on the basis of an Assured Periodic Tenancy as defined in the Housing Act 1988, a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016, a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts, a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006 or a legally binding company let agreement prepared with due care and skill between you and the tenant unless an alternative basis of tenancy has otherwise been agreed and confirmed by Us in writing.

**Wear and Tear**

Damage caused by wear and tear or any other gradually operating cause is excluded.

## Rent Guarantee Insurance

### Significant Features and Benefits

#### Landlords Rent Guarantee Insurance provides cover for:

- Rental payments due where the tenant fails to pay and is in breach of the tenancy agreement – up to the maximum number of months shown in the schedule or until vacant possession has been gained, whichever happens first.
- Professional costs involved in pursuing the tenant for vacant possession.
- Professional costs involved in handling a defence or counterclaim to possession proceedings by the Tenant.
- 75% of the rental amount for up to three months once vacant possession is obtained.
- Professional costs where unauthorised occupiers need to be evicted.
- Breaches of the tenancy agreement by the tenant, including nonpayment of rent and expired notices.
- Loss of rental income if the Tenant disputes a rental increase at First-tier Tribunal after the expiry of a valid Section 13 Notice served according to relevant legislation and where the Tribunal rules in the Landlord's favour.

This policy can be renewed for 12 months.

### Significant Exclusions, Limitations and Conditions

#### Territorial Limits

Cover is specifically designed for let properties in England, mainland Scotland, Northern Ireland and Wales.

#### Sum Insured

Maximum sum insured is £3,500 per month.

Sums Insured over £3,500 may be considered on referral to underwriters.

#### Limit of Indemnity

Professional Costs – up to the amount shown in the schedule.

Rental Payments – up to the maximum number of months shown in the schedule.

Subject to a maximum amount payable as shown in the schedule in respect of any one claim resulting from one or more events arising at the same time or from the same originating cause.

#### Excess

The amount shown in the policy documents.

#### Referencing

For you to be eligible for cover you must ensure that all tenants (and guarantors where applicable) have received satisfactory references. A satisfactory reference is a HomeLet or Let Alliance reference report showing acceptable or acceptable with condition and any condition has been met.

Other referencing providers references are acceptable providing they meet the HomeLet or Let Alliance standard.

#### Existing Tenancies

Where the Event occurs within 60 days of the Start Date and where Tenancy commenced before the first Period of Cover began unless this Policy replaces a previous Policy covering the same Tenancy, Tenant and has comparable cover.

#### Rent Record

For cover to be effective the Landlord or Agent must keep a clear record of all rent due and payments received including the date of any payment received.

#### Prospects of Success

The policy will not cover any claim where there is an insufficient Prospect of Success.

#### Guarantors

Where a person has been requested to act as guarantor for the tenant that person must have been referenced in accordance with HomeLet referencing conditions and that person must have entered into a legally enforceable written guarantee in respect of the tenancy, either in the form of a guarantor's covenant included in the tenancy or as a separate deed of guarantee, wherein the guarantor will guarantee the performance of the tenant's obligations within the tenancy agreement.

Significant Features and Benefits

Significant Exclusions, Limitations and Conditions

**Occupation**

You shall not allow any Tenant into occupation of the Property until the first month's Rent and Deposit payment has been paid in cash, payment has cleared in the Landlord's or Agent's bank account or otherwise secured.

**Claims**

Claims must be reported within 31 days of an event occurring, or in the case of rent arrears, which must be reported no later than 31 days after the first arrears accrue whichever is the sooner.

**Tenancy**

A written record of the agreement to occupy the Property which is either:

- a) an Assured Periodic Tenancy as defined in the Housing Act 1988 and subsequent amendments;
- b) a Private Residential Tenancy as defined in the Private Housing (Tenancies) (Scotland) Act 2016;
- c) a Standard Occupation Contract as defined in the Renting Homes (Wales) Act 2016, but not Introductory Standard Contracts, Prohibited Conduct Standard Contracts or Secure Contracts;
- d) a Private Tenancy as defined under The Private Tenancies (Northern Ireland) Order 2006;
- e) a legally binding company let agreement prepared with due care and skill where the Property is occupied by the director of the company, or by an employee of the company or;
- f) any other written agreement agreed in writing by Us.

If there has been no Deposit taken, or no suitable alternative, an additional Excess of one month's Rent will be automatically applied at point of claim. If the Deposit taken is less than a sum equivalent to one month's Rent, an additional Excess reflecting the difference between the Deposit taken and a sum equivalent to one month's Rent will be automatically applied at point of claim.

Serviced lets, air bnb or similar are not acceptable

## Emergency Assistance Insurance

### Significant Features and Benefits

Emergency Assistance provides cover for the cost of contractors' call out and labour charges, parts and materials up to a maximum of £500 (including VAT) for each emergency in connection with;

- Plumbing & Drainage
- Internal Electricity
- Gas Supply
- Water Supply
- Security
- Access to Home
- Pests
- Roofing
- Overnight Accommodation

Having accepted the emergency, we will undertake for a contractor to attend within four hours. After four and a half hours we will call to confirm arrival and that the problem is being remedied. There is no policy excess.

#### **Additional Options for Emergency Assistance Insurance**

Boilers and Heating option is available at an additional charge and includes:

- Emergency repairs following the complete breakdown of the primary heating system which results in the complete loss of heating and/ or water.
- A contribution, where appropriate, to Alternative Heating.
- A contribution, where appropriate, to replace the Boiler.

If the Emergency Assistance policy was purchased separately (not included automatically with a Landlords+ Buildings or Full Contents policy), cover will automatically include:

- Boilers and Central Heating Systems

### Significant Exclusions, Limitations and Conditions

#### **Good Repair**

Emergency Assistance cover is only available for properties in a good state of repair.

#### **Boilers and Central Heating Systems**

Emergency Assistance does not cover Boilers, Central Heating or Hot Water Systems that are:

- Over fifteen years old
- Not serviced in line with manufacturers instructions
- Boilers over 238,000 btu net input (70 Kilowatt).

#### **General wear and Tear**

Emergency Assistance does not cover incidents arising from general wear and tear.

#### **Sum Insured/Limits**

£500 maximum sum payable for each emergency in respect of call out charges, three hours labour, parts and materials including VAT.

£1500 maximum sum payable in any one period of cover.

£50 maximum sum payable for alternative heating sources (where applicable)

#### **Unoccupied Properties**

Claims in the 7 days immediately following first occupation of the Insured Property or claims in the 7 days immediately following Your reoccupation of the Insured Property where the Insured Property has been left unoccupied for 30 consecutive days or more.

# Landlords Insurance +

## Summary of Key Limits

### Buildings Insurance

Sum Insured	As stated in the Policy Schedule
Trace and Access	Maximum up to £5,000
Metered Water and Gas Charges	Maximum up to £1,000
Loss of Rent/Alternative Accommodation Following Damage	Up to 2 Years Rent or maximum up to £50,000
Repairs Following Medical Emergency Access	Maximum up to £1,000
Accidental Damage Including Malicious Act of the Tenant	Option Available
Denial of Access	Up to 30% of the Sum Insured Maximum up to £1,000,000
Capital Additions	Up to 10% of the Sum Insured Maximum up to £100,000
Property Owners Liability	up to £5,000,000
Legal Liability as Employer	Employers Liability up to £10,000,000 and Public Liability up to £5,000,000

### Contents Insurance

Sum Insured	As stated in the Policy Schedule
Single Article Limit	up to £2,500
Theft of Contents from an Outbuilding	Maximum up to £2,500
Metered Water and Gas Charges	Maximum up to £1,000
Loss of Oil	Maximum up to £500
Loss of Rent/Alternative Accommodation Following Damage	Up to 30% of the Sum Insured
Contents Temporarily Removed	Up to 20% of the Sum Insured
Contents in the Garden	Maximum up to £500
Accidental Damage Including Malicious Act of the Tenant	Option Available
Legal Liability as Owner	up to £5,000,000
Occupiers Legal Liability and Worldwide Personal Liability	up to £5,000,000
Legal Liability as Employer	Employers Liability up to £10,000,000 and Public Liability up to £5,000,000

### Rent Guarantee Insurance

Limit of Indemnity	As stated in the Policy Schedule
Rent Indemnity Prior to Vacant Possession	As stated in the Policy Schedule
Vacant Possession Payment	up to 75% of the Rent Specified in the Schedule for a maximum of 3 months

### Emergency Assistance Insurance

Limit of Indemnity in One Period of Cover	up to £1,500
Limit of Indemnity for Each Emergency	up to £500

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## Your rights of cancellation

Your full cancellation rights can be found in your policy wording document.

**Please be aware that a refund will not be given if a claim has been made on the policy.**

## Complaints

HomeLet is committed to providing the highest standards of customer service. Whilst we work hard to achieve this, we recognise that there may be occasions when problems arise, and you can help us by telling us what you think of our service. We welcome all your comments, whether they are suggestions, compliments or complaints.

## How to complain to HomeLet

Many things can be sorted out by speaking to us directly by phone, and often this will usually be enough to put matters right. However, if you prefer, you can make your complaint in writing, by email or post.

Post:

Customer Experience Team

HomeLet

Hestia House

Edgewest Road

Lincoln

LN6 7EL

Phone: 0330 333 7126

Email:

[customer.experience@homelet.co.uk](mailto:customer.experience@homelet.co.uk)

In order for us to deal with your complaint as quickly as possible, it will help us if you mark your correspondence "Complaint" and provide as much information as you can. Try to include details such as policy reference numbers, details of who you have been dealing with, how to get in touch with you and what you would like us to do to resolve the matter.

Alternatively, you are also entitled to contact the Insurers. Our Policy Wording sets out our complaints procedure, and provides all contact details, including insurers.

We and our Insurers are subscribed to the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may then be entitled to refer it to this independent body.

## Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if your insurer is unable to meet its liabilities under this insurance.

Further information about compensation scheme arrangements are outlined in the policy wording or available from the FSCS.

Please ensure that you review your policy regularly to make sure that it continues to meet your needs.

Certain changes of circumstances may not be covered by this policy or may be subject to an additional charge, it is important you disclose any changes to the risk or your circumstances as soon as possible. Not doing so may affect policy cover.

This document may be available in various different formats for accessibility purposes please contact us if you require alternative formats.

If you have any queries concerning this document, the information it contains or the cover in general please contact HomeLet by phone on **0800 035 8258** or by email at [help@homelet.co.uk](mailto:help@homelet.co.uk)