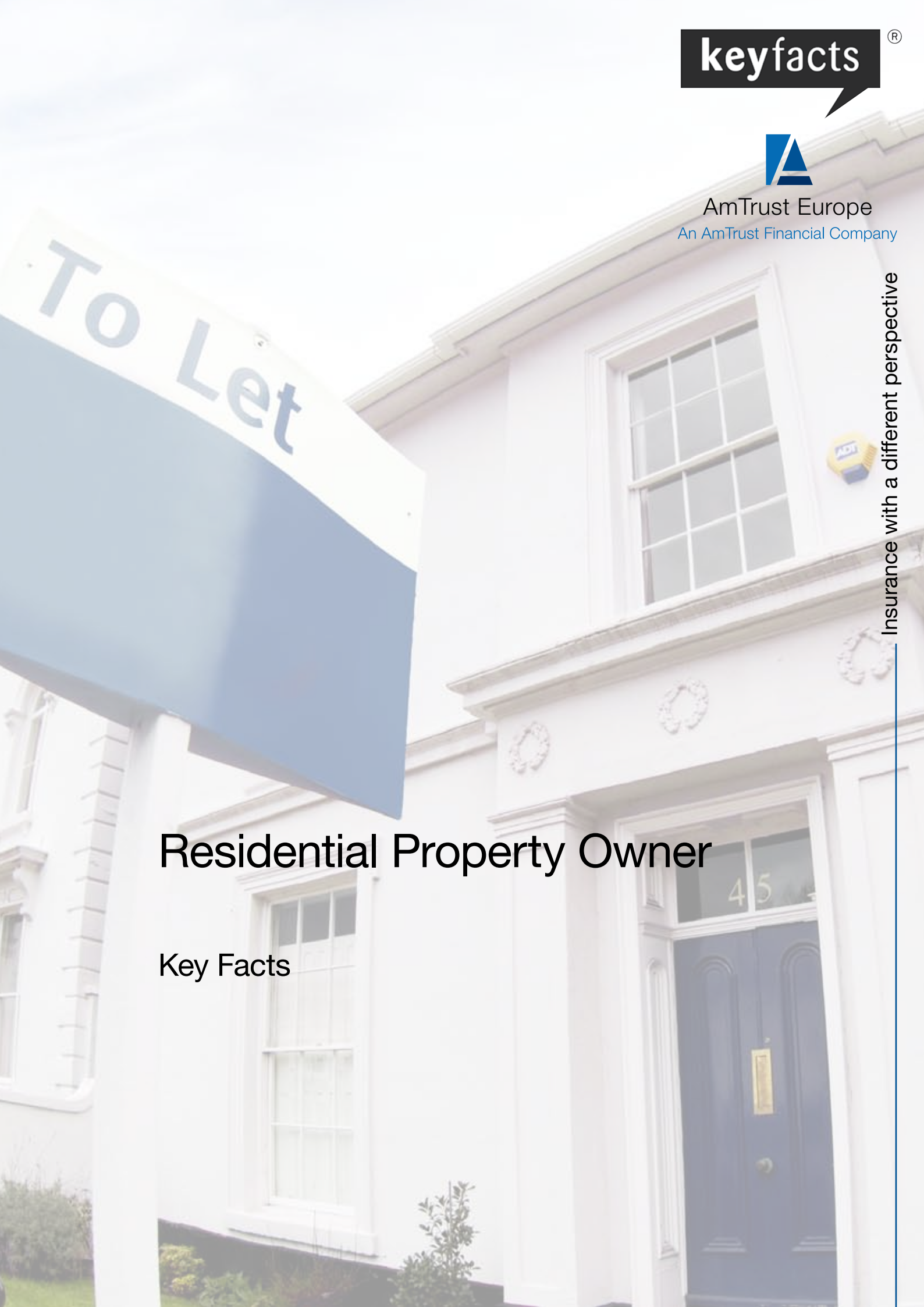




To Let

# Residential Property Owner

Key Facts



## Key Facts

### AmTrust Europe - Residential Property Owners 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, or
- mixed residential / commercial premises

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

This policy will be governed by and construed in accordance with English Law.

Below, we provide a summary of the covers available, with some of the key features. Some of the covers will only apply if you have chosen to take the option.

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

## Summary of Covers

### Section 1 – Property Damage (p. 4 to 9)

- a **Buildings Insurance** – cover against damage to the buildings caused by an insured peril, subject to exclusions.  
Our policy includes malicious damage caused by the tenant (p 4).
- b **Contents Insurance** – cover for loss of or damage to the contents in the insured property or its outbuildings or private garage caused by an insured peril, subject to exclusions. Cover also extends to include contents of common parts, household goods and business books.
- c **Standard Cover Extensions included (p. 6)**
  - 1 **Locks and Keys** – Cover for replacing locks and keys in the event that the keys are stolen using force and violence
  - 2 **Trace and Access** – Cover for the cost necessarily and reasonable incurred in locating the source of escaping of water, fuel or oil from any tank, apparatus or pipe.

- 3 **Metered Supplies** – Cover for additional water, gas, electricity or other metered supply charges incurred as a consequence of damage.
- 4 **Landscaped Gardens** – Cover for costs incurred as a consequence of damage to the building in restoring landscaped grounds to their original appearance.
- 5 **Emergency Services** – Cover for cost incurred following damage to the building caused by the fire brigade or other emergency services attending the building
- 6 **Fire Extinguishers and Sprinklers** – Cover for reasonable costs incurred in re-filling fire extinguishers and replacing sprinkler heads solely in consequence of damage by an insured peril.

#### d **Optional Extensions (p. 5)**

- 1 **Accidental Damage** - You may also select to include accidental damage cover for an additional premium, and when selected this will apply to Buildings and Contents.

### Section 2 – Loss of Rent (p. 10 to 12)

- a **Loss of Rent**– if you insure the buildings, the standard cover provides for loss of rent up to 20% of the buildings sum insured if the building insured becomes unoccupied or partly unoccupied and cannot be let due to one of the insured perils defined in Section 1 – Property Damage (p. 4 and 5)
- b **Standard Cover Extensions included (P. 11)**
  - 1 **Costs of re-letting the property** – Cover for costs necessarily and reasonably incurred in reletting 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 conditions of the policy

### Section 3 – Employers’ Liability (p. 13 to 15)

This section is only operative if selected and additional premium paid.

- a **Legal Liability** – covers your legal liability to insure employees for death or injury happening in the course of their employment with you up to £10 million any one claim.

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## Section 4 – Property Owners' Liability (p. 16 to 22)

- a **Legal Liability** – covers your legal liability to third parties for accidental injury or damage up to £2 million any one claim up to a maximum of £2 million in any one period of insurance. This limit can be increased upon request. The cover also includes your defence costs and expenses arising as owner / occupier of the property.

## Section 5 – Legal Protection (p. 23 to 28)

Two levels of cover are offered –

- a **Cover Option A** – Standard Legal Expenses (p. 23) – this is provided automatically within your policy cover, and provides for upto £25,000 of legal costs incurred as result of action to evict persons unlawfully on your premises. It will also cover legal costs incurred in pursuing payment from non-paying tenants.)
- b **Cover Option B** – Enhanced Legal Protection (p. 24) – Is only operative if selected and additional premium paid, and provides for additional legal costs of up to £50,000 for Property Disputes, rent recovery and court attendance expenses.

## Section 6 – Terrorism (p. 29 and 30)

This section is only operative if selected and additional premium paid.

- a This section is only operative if selected and additional premium paid.

## Extra policy benefits (p. 31)

Your policy provides you with two assistance services that operate 24 hours a day, seven days a week.

- a **Legal advice** – You can obtain legal advice on any relevant legal matter. A team of lawyers who can assist you over the telephone provides this advice.
- b **Emergency glass service** – If the property suffers damage to glass and you require emergency assistance you can arrange for a contractor to come and help you simply by making a single telephone call. You will be responsible for all call out and repair costs, unless damage has been caused by an insured peril.

## Significant Policy Limitations and Conditions

- a Cover is limited for unoccupied properties. Some perils are not covered, and the Unoccupancy Condition in the Policy must be complied with (p. 32). Cover for an unoccupied property is restricted to 60 days from the date that the property first became unoccupied (p. 32)
- b If the building has a flat or felt roof, then you must adhere to the Felt Roof Condition (p. 9)

Under Section 1 – Property Damage, the standard policy excesses are as follows:-

	Occupied Property
Subsidence	£1,000
Theft	£250
Malicious Damage	£250
Malicious Damage by tenants	£500
All other claims	£200

Unoccupied Property – to be read in conjunction with Policy Condition 2 (p. 32)

Subsidence	£1,000
Theft	Cover not available
Malicious Damage	£750
Malicious Damage by tenants	Cover not available
All other claims	£600

Under Section 4 – Property Owners' Liability, the excess is £100.

Under Section 5 – Legal Expenses, the excess is £100

## Significant Policy Exclusions (p. 34 and 35)

- a Damage, injury or liability arising out of any occurrence outside the United Kingdom
- b Any damage existing before the start of this policy or deliberate damage caused by you
- c Damage caused by cooking in rooms other than rooms fitted for and designated as kitchen areas.
- d Damage caused by portable heaters except for domestic electric fan heaters that are used in conjunction with a standard fitted heating system

## Key Facts

- e Loss of value or any consequential loss, meaning
  - 1 Loss of value of building, contents or any other property insured
  - 2 Consequential 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 causes.
- g Any damage caused by domestic pets 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
- l Failure of computers or other equipment to correctly recognise any date

## Claims Procedure

If you wish to make a claim, you may either contact the intermediary / broker who arranged cover for you or AmTrust Europe Limited direct. When submitting a claim you must provide your policy number.

- a You must provide full details of injury, loss or damage in writing within seven days if caused by riot or civil commotion or 30 days if from any other cause.
- b You must notify the police immediately if loss or damage has been caused by theft, attempted theft, a malicious act or vandalism.
- c You must take all reasonable steps to mitigate any loss or damage or prevent further loss or damage.
- d Do not destroy any damaged items until we have been given the chance to inspect them.
- e You must immediately send us every letter, claim, writ or summons received from a third party without answering them.
- f You must not admit liability or negotiate payments without our permission.
- g Supply, at your own expense, all reports, certificates, plans, specifications, quantities information and help we ask for.

## Cancellation Rights

Written confirmation of the cancellation of the policy may be given at anytime by you or by us, as detailed in the policy wording under the heading 'Cancellation' shown on page 31 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 you have any complaint you can contact the intermediary / broker who arranged this insurance for you. If the matter is not resolved to your satisfaction you may contact us, AmTrust Europe Limited, Market Square House, St James Street, Nottingham, NG1 6FG.

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.

If we have not given you an answer in eight weeks we will tell you how you can take your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against us.

Once you have received your final response from us, and if you are still not satisfied you can contact the Financial Ombudsman Service:

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

By telephone on 0845 080 1800 or  
0300 123 9 123 or by 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 Services Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or be contacted on 020 7892 7300.

# Key Facts

This policy is provided by:  
AmTrust Europe Limited, Market Square House,  
St James's Street, Nottingham, NG1 6FG.

Registered No. 1229676.  
FSA Firms Reference Number. 202189

Tel 0115 941 1022.  
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You can check the above details on the Financial  
Services Authority Register by visiting the  
FSA website: [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the  
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# Key Facts

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Authorised and regulated by the Financial Services Authority