

# Essential landlord insurance summary of cover

## Your policy at a glance

This policy summary is designed to help **you** understand your insurance policy by setting out the significant features, benefits, limitations and exclusions. This document does not describe all the terms and conditions of **your** policy and should be read in conjunction with the policy wording.

## Who is the insurance provider?

This insurance is underwritten by AXIS Specialty London and Folgate Insurance Company Limited and administered by Hamilton Fraser Total Landlord Insurance in accordance with the authorisation under contract by them.

## Who will I be dealing with?

The Premier and Essential landlord insurance policies are brought to you by

Hamilton Fraser Total Landlord Insurance. Hamilton Fraser Total Landlord Insurance is a trading name of HFIS plc who are authorised and regulated by the Financial Conduct Authority.

## The cover available - Essential

The Essential landlord insurance policy is designed to meet the needs of property owners or leaseholders of tenanted private residential properties. The **period of insurance** will be for 12 months unless otherwise stated in your policy schedule. The following table provides a summary of the covers available under this policy.

**We** will insure only those sections **you** request and **we** agree to insure, however our quotation or policy schedule will specify exactly the covers that **you** have selected and we have quoted for.

## Buildings (section 1):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
<p>The <b>buildings</b> (including foundations) at the premises, being of standard construction, and including the following all situate on or in or at the premises:</p> <ul style="list-style-type: none"> <li>• Landlord's fixtures and fittings (including communal radio and television receiving aerials, satellite dishes, communication equipment and related fittings, fixed glass and fixed sanitary ware)</li> <li>• Walls, gates, fences and services</li> <li>• Fuel tanks and their ancillary equipment and pipe work</li> <li>• Driveways hard standings and similar hard surfaced areas all being constructed of solid materials</li> <li>• Landscaping (including trees, shrubs, plants, turf and other forms of vegetation) including garden furniture ornaments and statues but excluding ponds and lakes</li> <li>• Garages and outbuildings owned and used in connection with the <b>buildings</b></li> </ul>	<ul style="list-style-type: none"> <li>• Fire, smoke, explosion, lightning and earthquake</li> <li>• Riot, civil commotion, labour and political disturbances and strikes</li> <li>• Full policy cover during periods of unoccupancy of up to 30 days subject to unoccupied property terms and conditions</li> <li>• Impact by aircraft and other aerial devices, vehicles, trains, non-domestic animals, falling trees or branches and falling television satellite dishes</li> <li>• Storm and flood</li> <li>• Subsidence or heave of the site or landslip</li> <li>• Escape of water and resultant <b>damage</b> arising from fixed water tanks, apparatus or pipes</li> <li>• Theft or attempted theft</li> <li>• Escape of oil from fixed domestic oil-fired heating installations</li> <li>• Architect's and surveyor's fees, debris removal and additional costs as a result of local authority requirements</li> </ul>	<p>Unless otherwise agreed by us, <b>we</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• Malicious <b>damage</b></li> <li>• <b>Damage</b> caused by theft or attempted theft to any portion of the <b>buildings</b> used for business purposes other than for the purpose of letting the premises</li> <li>• <b>Damage</b> caused by theft or attempted theft by <b>tenants</b>, their guests or other persons lawfully on the premises</li> <li>• <b>Damage</b> caused by theft or attempted theft where entry or exit is not gained by forcible and violent means</li> <li>• The cost of replacing or repairing any undamaged parts of the <b>buildings</b> which form part of a pair, set, suite or part of a common design or function when the loss or <b>damage</b> is restricted to a clearly identifiable area or to a specific part</li> </ul>

## Buildings (section 1) continued:

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
	<ul style="list-style-type: none"> <li>• Accidental breakage of fixed glass forming part of the <b>building</b> including double-glazed units, ceramic hobs and tops, solar panels and fixed sanitary ware forming part of the <b>buildings</b></li> <li>• Accidental <b>damage</b> to cables, underground pipes and drains serving the <b>buildings</b></li> <li>• The costs of locating the source of escape of water or oil, up to £1,000 for any one <b>building</b> and up to £5,000 in total during the <b>period of insurance</b></li> <li>• Replacement of external locks following theft of keys from the private residence of the insured or whilst in the custody of any person authorised to hold such keys, up to £250 any one <b>building</b> and up to £1,000 in total during the <b>period of insurance</b></li> <li>• Increased domestic metered water or oil charges up to £1,000 following an escape of water or oil</li> <li>• Anyone buying the <b>buildings</b> from exchange of contracts until the sale is completed</li> <li>• The sums insured for <b>buildings</b> are index linked to protect <b>you</b> against inflation. No other sections of <b>your</b> policy are index linked</li> <li>• <b>Buildings</b> (section 1) also covers the increased cost of rebuilding the <b>buildings</b> following extensions or alterations <b>you</b> have undertaken during the <b>period of insurance</b>, up to 10 per cent of the sum insured for <b>buildings</b></li> <li>• <b>We</b> will not reduce the sum insured under <b>Buildings</b> (section 1) after <b>we</b> have paid a claim as long as <b>you</b> agree to carry out our recommendations to prevent further loss or <b>damage</b>. <b>We</b> will reinstate the sum insured stated in <b>Buildings</b> (section 1) from the date of any <b>damage</b> unless <b>we</b> give written notice to the contrary. <b>You</b> may be required to pay some extra premium</li> </ul>	<ul style="list-style-type: none"> <li>• Accidental <b>damage</b> caused by <b>tenants</b>, their guests or other persons lawfully on the premises with the exception of accidental breakage of fixed glass forming part of the <b>building</b> including double-glazed units, ceramic hobs and tops, solar panels and fixed sanitary ware forming part of the <b>buildings</b> and accidental <b>damage</b> to cables, underground pipes and drains serving the buildings as specified under the 'Key benefits' column of this section</li> <li>• Storm <b>damage</b> to gates and fences</li> <li>• Frost <b>damage</b> to fixed water tanks, apparatus and pipes</li> <li>• Any policy excess that is specified on your policy <b>schedule</b></li> </ul>

## Contents (section 2)

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
<p>Fitted carpets, furnishings, household goods and other contents of reception and storage areas and other communal parts specifically provided for the use of the <b>tenant</b> at the insured premises for which <b>you</b> are legally liable.</p> <p><b>Contents does NOT include:</b></p> <ul style="list-style-type: none"> <li>• Landlord's fixtures and fittings which are insured under <b>Buildings</b> (section 1)</li> <li>• Articles of gold, silver, gold and silver plated articles, other precious metals, jewellery or furs</li> <li>• Cameras (including video and camcorders), sports equipment</li> <li>• Pedal cycles, clothing and personal effects</li> <li>• Money, bills of exchange and promissory notes, securities or</li> <li>• Documents of any kind</li> <li>• Property in the open</li> <li>• Pets and livestock</li> <li>• Motor vehicles, caravans, boats, trailers or accessories in them or attached to them</li> <li>• Any property belonging to the <b>tenants</b></li> <li>• Contents in storage at the insured premises if not intended for use at that premises</li> </ul>	<ul style="list-style-type: none"> <li>• Fire, smoke, explosion, lightning and earthquake</li> <li>• Riot, civil commotion, labour and political disturbances and strikes</li> <li>• Full policy cover during periods of unoccupancy of up to 30 days subject to unoccupied property terms and conditions</li> <li>• Impact by aircraft and other aerial devices, vehicles, trains, non-domestic animals, falling trees or branches and falling television satellite dishes</li> <li>• Storm and flood</li> <li>• Subsidence or heave of the site or landslip</li> <li>• Escape of water and resultant damage arising from fixed water tanks, apparatus or pipes</li> <li>• Theft or attempted theft</li> <li>• Escape of oil from fixed domestic oil-fired heating installations</li> <li>• Accidental breakage of fixed glass in furniture within the <b>buildings</b> (subject to certain restrictions)</li> <li>• <b>We</b> will not reduce the sum insured under <b>Contents</b> (section 2) after <b>we</b> have paid a claim as long as <b>you</b> agree to carry out our recommendations to prevent further loss or <b>damage</b>. <b>You</b> may be required to pay some extra premium</li> </ul>	<p>Unless otherwise agreed by us, <b>we</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• Malicious <b>damage</b></li> <li>• Curios, pictures and other works of art with a value exceeding £500 per item</li> <li>• <b>Damage</b> caused by theft or attempted theft by <b>tenants</b>, their guests or other persons lawfully on the premises</li> <li>• <b>Damage</b> caused by theft or attempted theft where entry or exit is not gained by forcible and violent means</li> <li>• The cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set, suite or part of a common design or function when the loss or <b>damage</b> is restricted to a clearly identifiable area or to a specific part</li> <li>• Landlord's gardening equipment</li> <li>• Any policy excess that is specified on your policy <b>schedule</b></li> </ul>

## Alternative accommodation or loss of rent (section 3):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
<p>Alternative accommodation, loss of rent or temporary storage of contents while the <b>buildings</b> are non-tenantable or access to <b>buildings</b> is denied as a result of <b>damage</b> covered under <b>Buildings</b> (section 1).</p>	<ul style="list-style-type: none"> <li>• Cover provided for up to 20 per cent of the sum insured for <b>buildings</b> or the sum insured stated on <b>your</b> policy <b>schedule</b></li> </ul>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• The cost of providing alternative accommodation for the <b>tenant</b> unless <b>you</b> are legally required to provide alternative accommodation and can provide documentary evidence to this effect</li> <li>• Any policy excess that is specified on <b>your</b> policy <b>schedule</b></li> </ul>

## Alternative accommodation or loss of rent (section 3):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
		<ul style="list-style-type: none"> <li>Denial of access to the <b>buildings</b> by the Government following natural disaster, outbreak of a contagious disease or other threat to health, or by the emergency services</li> </ul>

## Public liability (section 4):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Indemnity for amounts <b>you</b> are legally liable to pay up to the limit of indemnity stated on <b>your</b> policy schedule.	<ul style="list-style-type: none"> <li><b>Damages</b> arising out of bodily injury or third party property damage caused by an accident at the insured premises happening in connection with the letting of the premises</li> <li><b>Damage</b> payable in relation to the Defective Premises Act in connection with any <b>buildings</b> owned by <b>you</b> in the last seven years</li> <li>The most <b>we</b> will pay is £2,000,000 (plus costs and expenses) for any one accident or series of accidents arising out of any one event</li> </ul>	<p>Unless otherwise agreed by us, <b>we</b> will not pay for:</p> <ul style="list-style-type: none"> <li>Bodily injury to <b>you</b>, any person who permanently resides with <b>you</b> or to an employee</li> <li>Any liability arising directly or indirectly out of any business other than the business declared under this policy</li> <li>Any liability arising out of any deliberate act</li> <li>Any fines or penalties</li> <li>Any legal costs or expenses insured by another policy</li> <li>The cost of repairing or rectifying</li> </ul>

## General conditions that apply to the whole of this insurance

- You** must take all reasonable steps to prevent damage or an accident and keep the property in a good state of repair
- You** must tell us before **you** start any conversions, extensions or other structural work that changes the use of the **buildings** in any way, renders the property non-tenantable for any period of time or increases the cost of rebuilding the **buildings** by more than 10 per cent of the sum insured for that **building**
- You** must tell us if the property becomes non-tenantable at any time, the use of the property is changed to anything other than a private residence or the type of **tenant** is changed from that previously advised to us
- You** must comply with all local authority regulations or statutory conditions regarding the letting of the premises

- You** must ensure the sums insured are adequate throughout the **period of insurance**
- You** must notify Hamilton Fraser Total Landlord Insurance of the interest of any owner(s), mortgagees(s), lessor(s) or other interested party in the event of a claim

## Unoccupied property terms and conditions

**You** are required to inform Hamilton Fraser Total Landlord Insurance immediately if:

- The private residence is left without a resident; or
- There is a break between tenancy agreements for more than 14 consecutive days in length

Cover and conditions vary dependant on the length of time that **your** property remains unoccupied. The following assumes that your property is tenantable and that **you** are actively seeking tenants. If this is not the case **you** must refer your circumstances to Hamilton Fraser Total Landlord Insurance as additional conditions may apply.

Where **your** property remains unoccupied for up to 14 consecutive days, full cover will apply with no additional terms.

Where **your** property remains unoccupied for between 14 and 30 consecutive days you are required to:

- Ensure that all security devices are kept in full and effective operation
- Have weekly internal and external inspections of the **buildings** carried out
- Keep written reports of weekly inspections
- Rectify any defects revealed during weekly inspections
- Between 1 November and 31 March (both days inclusive) ensure that either:
  - i. The water supply be switched off at the mains and the entire water system and central heating system be drained of all water; or
  - ii. Where the entire private dwelling has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open

### Exclusions that apply to the whole of this insurance

- Loss or **damage** caused directly or indirectly by radioactive contamination and nuclear assemblies\*
- Loss, destruction, **damage**, death, injury, disablement or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority\*
- Loss, destruction or **damage** directly or indirectly occasioned by, happening through or in consequence of any act of terrorism\*
- Loss or **damage** to any computer equipment, any liability or financial loss caused directly or indirectly by programming or operator error, viruses, hacking, erasure or corruption of electronic data
- Loss or **damage** occurring outside of the duration of this policy

- Deliberate **damage** by **you**, a member of **your** family, someone who permanently resides with **you** or an employee
- Loss or **damage** caused by:
  - i. Wear and tear, gradual deterioration, rusting, corrosion, wet rot, dry rot, rising damp, mould
  - ii. Failure of boiler components
  - iii. Atmospheric or climatic conditions and the action of light
  - iv. Cleaning, repairing, restoring, renovating, dyeing, heating or drying
  - v. The cost of maintenance or normal redecoration
  - vi. Faulty or defective workmanship
- Diminution of market value
- **Damage** and liability in respect of pollution or contamination, other than caused by a sudden identifiable unintended and unexpected incident that takes place during the period of insurance
- **Damage** caused by pets, insects, fungus or vermin
- \* Unless additional terrorism cover has been purchased and is specified on **your** policy schedule.
- **Infectious or contagious disease** – We do not cover any loss, **damage**, liability, cost or expense, in any way caused by or resulting from infectious or contagious disease, any fear or threat of infectious or contagious disease, or any action taken to minimise or prevent the impact of infectious or contagious disease
- **Cyber and data exclusion** – We do not cover any cyber loss, **damage**, liability, cost or expense caused deliberately or accidentally by the use of or inability to use any application, software, or program, any computer virus or computer related hoax
- **Tenant referencing** – No claims (for example fire or escape of water) will be paid out in relation to the illegal manufacture, cultivation, harvest or processing of drugs if **your tenant(s)** have not passed a four point reference check

### Policy excess

- The policy excesses applicable to **your** insurance are shown on **your** policy schedule or quotation

For claims resulting from theft of keys there is no excess. Any specific excesses that may be applied will be shown on **your** policy schedule.

## Additional information

### How to make a claim under this insurance

If **you** need to notify us of an accident, loss or damage under this policy please contact the Hamilton Fraser Total Landlord Insurance claims team as soon as possible by calling **0800 63 43 880** or by emailing [claims@hamiltonfraser.co.uk](mailto:claims@hamiltonfraser.co.uk).

### How we settle your claim

All claims under this policy will initially be administered by Hamilton Fraser Total Landlord Insurance.

Where a claim relates to the **buildings we** will pay the full cost to repair or replace the loss or **damage** providing the **buildings** have been maintained in a good state of repair and the sum insured is adequate to cover the full cost of rebuilding the home. Where a claim relates to contents, providing the sum insured is adequate, **we** will pay either the full cost to repair or, in the event of total loss or destruction of any article, **we** will pay the cost of replacing the article as new.

### Your right to cancel

#### Cancellation of this insurance within 14 days of inception

**You** are entitled to cancel this insurance by contacting Hamilton Fraser Total Landlord Insurance within 14 days of either:

- The date you receive your policy documentation; or
- The start of the **period of insurance**

Whichever is the latter. Providing **you** have not made any claims **we** will refund the premium however Hamilton Fraser Total Landlord Insurance may charge you an administration fee.

#### Cancellation of this insurance more than 14 days of inception

**You** can also cancel this insurance at any time during the **period of insurance** by contacting Hamilton Fraser Total Landlord Insurance. Any return premium due to **you** will be calculated on a pro-rata basis and will depend on:

- How long this policy has been in force; and
- The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments

No return of premium will be given if a claim has occurred during the **period of insurance** and Hamilton Fraser Total Landlord Insurance may charge **you** an administration fee.

### What is the complaints procedure?

Should **you** have cause to complain about any aspect of **your** policy or claim please contact us and **we** will do our best to find a satisfactory resolution as quickly as possible. Please write to the Quality and Operations Manager, Hamilton Fraser Total Landlord Insurance, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH. Alternatively **you** can call us on **0800 63 43 880** or email us on [complaints@hamiltonfraser.co.uk](mailto:complaints@hamiltonfraser.co.uk). If, upon initial investigation of **your** complaint, **we** feel that it is more suitable for **your** complaint to be redirected to **your** insurers, AXIS Specialty London and Folgate Insurance Company Limited, **we** will immediately provide you with their full complaints process.

If **you** remain dissatisfied following our investigation into **your** complaint **you** have the right to refer **your** complaint to the Financial Ombudsman Service. Their contact details are Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. They can also be contacted by calling **0800 023 4567** or emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or **you** can visit their website which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Your** right to take legal action against us is not affected by referral to the Financial Ombudsman Service.

### Financial Services Compensation Scheme

AXIS Specialty London and Folgate Insurance Company Limited contribute to the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if AXIS Specialty London and Folgate Insurance Company Limited are unable to meet their liabilities. If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the scheme is available from the Financial Services Compensation Scheme on their website [www.fscs.org.uk](http://www.fscs.org.uk).

### The law applicable to this insurance

Unless specifically agreed to the contrary, this insurance is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

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Hamilton Fraser Total Landlord Insurance is a trading name of HFIS plc.  
HFIS plc is authorised and regulated by the Financial Conduct Authority.

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