

Premier 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 - Premier

The Premier 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 buildings (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"> • 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) • Walls, gates, fences and services • Fuel tanks and their ancillary equipment and pipe work • Driveways hard standings and similar hard surfaced areas all being constructed of solid materials • Landscaping (including trees, shrubs, plants, turf and other forms of vegetation) including garden furniture ornaments and statues but excluding ponds and lakes • Garages and outbuildings owned and used in connection with the buildings 	<ul style="list-style-type: none"> • Fire, smoke, explosion, lightning and earthquake • Riot, civil commotion, labour and political disturbances and strikes • Malicious damage and vandalism up to £25,000 per claim where loss or damage is caused by your tenant or their guests • Full policy cover during periods of unoccupancy of up to 90 days subject to unoccupied property terms and conditions • Impact by aircraft and other aerial devices, vehicles, trains, non-domestic animals, falling trees or branches and falling television satellite dishes • Storm and flood • Subsidence or heave of the site or landslip • Escape of water and resultant damage arising from fixed water tanks, apparatus or pipes • Theft or attempted theft • Escape of oil from fixed domestic oil-fired heating installations • Accidental damage • Architect's and surveyor's fees, debris removal and additional costs as a result of local authority requirements 	<p>Unless otherwise agreed by us, we will not pay for:</p> <ul style="list-style-type: none"> • Malicious damage caused by your tenants or their guests in excess of £25,000 per claim. A policy excess of £1,000 applies to each and every claim of this nature and the amount of any deposit lodged by your tenant will also be deducted from any settlement issued by your insurers • Loss or damage arising out of the illegal manufacture, cultivation, harvest or processing of drugs if you or your agent do not; <ol style="list-style-type: none"> Carry out internal and external inspections of your premises at least every three months or as permitted under the tenancy agreement, maintain a log of such inspections and retain that log for at least 24 months and, carry out an audit of the inspections log at no less than six monthly intervals Obtain and record written formal identification of any prospective tenant Obtain and retain a written employers reference for any prospective tenant

Buildings (section 1) continued:

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
	<ul style="list-style-type: none"> • Accidental breakage of fixed glass forming part of the building including double-glazed units, ceramic hobs and tops, solar panels, fixed sanitary ware forming part of the buildings • Accidental damage to cables, underground pipes and drains serving the buildings • The costs for locating the source of escape of water or oil, up to £5,000 for any one building and up to £25,000 in total during the period of insurance • Damage to landscaped gardens caused by emergency services attending the premises, up to £25,000 in total during the period of insurance • 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 £1,000 any one building and up to £25,000 in total during the period of insurance • Increased domestic metered water or oil charges up to £5,000 following an escape of water or oil • Closed circuit television systems up to £5,000 • Removal of wasps or bees nests from the buildings, up to £250 • Anyone buying the buildings from exchange of contracts until the sale is completed • The sums insured for buildings are index linked to protect you against inflation. No other sections of your policy are index linked • Buildings (section 1) also covers the increased cost of rebuilding the buildings following extensions or alterations you have undertaken during the period of insurance, up to 10 per cent of the sum insured for buildings 	<ul style="list-style-type: none"> iv. Obtain and record details of your tenant's bank account and verify those details by receiving at least one payment from the same account v. Advise your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow these measures for all lettings that they or their agents arrange • Damage caused by theft or attempted theft to any portion of the buildings used for business purposes other than for the purpose of letting the premises • Accidental damage to outbuildings and garages which are not constructed of brick, stone or concrete and mainly roofed with slates, tiles, metal, asbestos, asphalt or concrete • The cost of replacing or repairing any undamaged parts of the buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part • Storm damage to gates and fences • Frost damage to fixed water tanks, apparatus and pipes • Any policy excess that is specified on your policy schedule

Buildings (section 1) continued:

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
	<ul style="list-style-type: none"> • We will not reduce the sum insured under Buildings (section 1) after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage. We will reinstate the sum insured stated in Buildings (section 1) from the date of any damage unless we give written notice to the contrary. You may be required to pay some extra premium 	

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 tenant at the insured premises for which you are legally liable.</p> <p>Contents does NOT include:</p> <ul style="list-style-type: none"> • Landlord's fixtures and fittings which are insured under Buildings (section 1) • Articles of gold, silver, gold and silver plated articles, other precious metals, jewellery or furs • Cameras (including video and camcorders), sports equipment • Pedal cycles, clothing and personal effects • Money, bills of exchange and promissory notes, securities or documents of any kind • Property in the open • Pets and livestock • Motor vehicles, caravans, boats, trailers or accessories in them or attached to them • Any property belonging to the tenants • Contents in storage at the insured premises if not intended for use at that premises 	<ul style="list-style-type: none"> • Fire, smoke, explosion, lightning and earthquake • Riot, civil commotion, labour and political disturbances and strikes • Malicious damage and vandalism up to £5,000 per claim where loss or damage is caused by your tenant or their guests • Full policy cover during periods of unoccupancy of up to 90 days subject to unoccupied property terms and conditions • Impact by aircraft and other aerial devices, vehicles, trains, non-domestic animals, falling trees or branches and falling television satellite dishes • Storm and flood • Subsidence or heave of the site or landslip • Escape of water and resultant damage arising from fixed water tanks, apparatus or pipes • Theft or attempted theft • Escape of oil from fixed domestic oil-fired heating installations • Accidental breakage of fixed glass in furniture within the buildings (subject to certain restrictions) • Landlord's gardening equipment up to £1,000 	<p>Unless otherwise agreed by us, we will not pay for:</p> <ul style="list-style-type: none"> • Malicious damage caused by your tenants or their guests in excess of £5,000 per claim. In addition to your policy excess the amount of any deposit lodged by your tenant will be deducted from any settlement issued by your insurers • Loss or damage arising out of the illegal manufacture, cultivation, harvest or processing of drugs if you or your agent do not; <ul style="list-style-type: none"> i. Carry out internal and external inspections of your premises at least every three months or as permitted under the tenancy agreement, maintain a log of such inspections and retain that log for at least 24 months and, carry out an audit of the inspections log at no less than six monthly intervals ii. Obtain and record written formal identification of any prospective tenant iii. Obtain and retain a written employers reference for any prospective tenant iv. Obtain and record details of your tenant's bank account and verify those details by receiving at least one payment from the same account

Contents (section 2): continued

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
	<ul style="list-style-type: none"> • We will not reduce the sum insured under Contents (section 2) after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage. You may be required to pay some extra premium 	<ul style="list-style-type: none"> v. Advise your tenant, where sub-letting is allowed by the tenancy agreement, that they must follow these measures for all lettings that they or their agents arrange • Curios, pictures and other works of art with a value exceeding £1,000 per item • Accidental damage to your contents caused by your tenants or their guests • Theft of landlord's gardening equipment unless entry or exit is gained by forcible and violent means • 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 damage is restricted to a clearly identifiable area or to a specific part • Any policy excess that is specified on your policy schedule

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 buildings are non-tenantable or access to buildings is denied as a result of damage covered under Buildings (section 1).</p>	<ul style="list-style-type: none"> • Cover provided for up to 30 per cent of the sum insured for buildings or the sum insured stated on your policy schedule 	<p>We will not pay for:</p> <ul style="list-style-type: none"> • The cost of providing alternative accommodation for the tenant unless you are legally required to provide alternative accommodation and can provide documentary evidence to this effect • Any policy excess that is specified on your policy schedule • Denial of access to the buildings by the Government following natural disaster, outbreak of a contagious disease or other threat to health, or by the emergency services <p>The maximum indemnity period for claims arising out of malicious damage is 90 days.</p>

Public liability (section 4):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Indemnity for amounts you are legally liable to pay up to the limit of indemnity stated on your policy schedule.	<ul style="list-style-type: none"> • Damages 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 • Damage payable in relation to the Defective Premises Act in connection with any buildings owned by you in the last seven years • The most we will pay is £5,000,000 (plus costs and expenses) for any one accident or series of accidents arising out of any one event 	<p>Unless otherwise agreed by us, we will not pay for:</p> <ul style="list-style-type: none"> • Bodily injury to you, any person who permanently resides with you or to an employee • Any liability arising directly or indirectly out of any business other than the business declared under this policy • Any liability arising out of any deliberate act • Any fines or penalties • Any legal costs or expenses insured by another policy • The cost of repairing or rectifying alleged faults or defective work • Any policy excess that is specified on your policy schedule

Employer's liability (section 5):

Description of cover:	Key benefits:	Significant conditions, exclusions or limitations
Indemnity for amounts you are legally liable to pay up to the limit of indemnity stated on your policy schedule.	<ul style="list-style-type: none"> • Cover provides indemnity for amounts you are legally liable to pay in respect of bodily injury sustained by any employee in connection with the letting of the premises • The most we will pay is £10,000,000 (plus costs and expenses) for any one accident or series of accidents arising out of any one event • Cover includes employees working for you for the specific purpose of general property maintenance, domestic cleaning duties, rent collection, care-taking, ground maintenance or administration 	<p>Unless otherwise agreed by us, we will not pay for:</p> <ul style="list-style-type: none"> • Any claims where the employee is undertaking manual work at the premises other than that stated under the 'Key benefits' column • Liability of any principal • Bodily injury arising directly or indirectly from any vehicle, communicable disease or condition • Any fines or penalties • Any legal costs or expenses insured by another policy

Optional terrorism cover (section 6)

If selected, this section extends the standard policy coverage to protect **buildings**, contents and alternative accommodation or loss of rent from damage resulting from acts of terrorism. This terrorism section does not provide cover for any damage arising from nuclear, radioactive, chemical or biological emission, contamination or exposure.

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), mortgagee(s), lessor(s) or other interested party in the event of a claim

Unoccupied buildings

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 90 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 30 consecutive days, full cover will apply with no additional terms.

Where your property remains unoccupied for between 30 and 90 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
- **Denial of access** – Alternative accommodation or loss of rent is not provided while access to the property is denied by the policy, ambulance service, fire service or any other emergency service
- **Tenant referencing** – No claims (for example malicious **damage**, fire, 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 or removal of wasps or bees nests 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.

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.

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 The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. They can also be contacted by calling **0800 023 4567** or emailing complaint.info@financial-ombudsman.org.uk or you can visit their website which can be found at www.financial-ombudsman.org.uk.

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

Hamilton Fraser Total Landlord Insurance

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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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Registered in England: 3252806

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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.

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.