

# The Landlord Property Insurance Policy Wording

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**Smartlandlord  
are pleased to welcome you to your  
Landlord Property Insurance Policy**

Your Landlord insurance policy comprises this booklet and your schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation you have provided to us.

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**THE LANDLORD PROPERTY INSURANCE POLICY**  
Effected through Smartlandlord through Towergate Underwriting Let Property

**Introduction to the Landlord Property Insurance Policy**

This document sets out the conditions of the contract of insurance with us. Your policy is evidence of that contract. You should read it carefully and keep it in a safe place. In return for having accepted your premium we will in the event of injury loss or damage happening within the period of insurance provide insurance as described in the following pages and referred to in your schedule. If after reading these documents you have any questions please contact your broker.

We fully support the Association of British Insurers, the Financial Services Authority (FSA) and the Financial Ombudsman Service. The Data Protection Act also protects you.

**About the Landlord Property Insurance**

This property insurance has been arranged by Towergate Underwriting Let Property, a trading name of Towergate Underwriting Group Ltd, and is underwritten by AXA Insurance UK plc, Registered Office: 5 Old Broad Street, London EC2N 1AD, Registered in England No. 78950.

Towergate Underwriting Let Property and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

You should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document in accordance with the section 'Cancelling Your Cover'.

This policy and the schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

Should you need to discuss any aspect of the cover then please call the agent with whom you effected this insurance.

When providing this insurance we have relied on the information and statements which you have provided in the Proposal Form (or declaration) on the date shown on the schedule. The sum insured is the amount of money for which your property and/or contents is covered and is the most we will pay under any circumstances. It is your responsibility to advise us of the correct sum insured as we cannot be held liable if this is incorrect.

You and we are free to choose the laws applicable to this policy. As we are based in England, we propose to apply the laws of England and Wales and by purchasing this policy you have agreed to this.

This insurance relates only to those sections of the policy which are shown on the schedule as being included.

For and on behalf of Towergate Underwriting Let Property



**Richard Lamberth**  
Managing Director

GENSF/NB059SLL(17)JULY09

**SECTION 1 - BUILDINGS  
PERILS COVERED**

**DEFINITIONS**

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or schedule.

**Accidental Damage** - A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes.

**Buildings** - the Private Dwelling(s) as specified in the schedule constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences all owned by **You** or for which **You** are legally responsible and within the premises as specified in the schedule.

**Excess** -

**Holiday Home - Buildings** that are not the main place of residence or address of **You** and are let, loaned or used by **You** on a short-term basis for vacation purposes.

**Landlord's Contents** - Household goods within the **Buildings** as shown in the schedule, including aerials, satellite dishes, their fittings and masts, which are permanently fixed to the **Buildings**.

Property in the open but within the boundaries of the property up to £250 all of which are owned by **You** or are **Your** legal liability.

**Unoccupied** - The part or whole of the property not lived in by a person authorised by **You**.

**We / Us / Our** – Towergate Underwriting Let Property

**You / Your / Yours** - The persons(s) as specified in the schedule of Insurance.

This insurance covers the **Buildings for loss or damage directly caused by:**

**1. fire, lightning, explosion or earthquake**

**2. aircraft and other flying devices or items dropped therefrom**

**3. storm, tempest or flood**

Other than

a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.

b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.

c) caused by rising water table levels.

**4. escape of water from any fixed water or heating installation**

Other than

a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.

b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools.

c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

d) for loss or damage to apparatus from which water has escaped other than frost damage.

e) the first £250 of every claim

**5. escape of oil from fixed domestic oil-fired heating installed and smoke damage resulting from a defect in any fixed domestic heating installation**

Other than

a) for loss or damage due to wear and tear or gradual deterioration.

b) for loss or damage caused by gradual emission.

c) for loss or damage caused by faulty workmanship.

d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.

**6. theft or attempted theft** Other than

a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more unless such loss or damage is consequent upon violent and forcible entry.

b) by any tenant or person lawfully on the premises.

**7. impact by any vehicle or animal**

**8. any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any persons of malicious intent**

Other than

a) for loss or damage whilst the **Building** is

**Unoccupied** for 30 days or more.

b) any tenant or person lawfully on the premises

**9. subsidence, landslip or heave of the site upon which the Buildings stand**

Other than

- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the main **Building** is also affected at the same time by the same peril.
- b) for loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee.
- c) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- d) for loss or damage caused by coastal erosion.
- e) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- f) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- g) normal settlement, shrinkage or expansion.
- h) the first £1,000 of every claim.

**10. falling radio and television aerials, fixed satellite dishes and their fittings and masts**

Other than

- a) loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

**11. falling trees, telegraph poles or lamp-posts**

Other than

- a) for loss or damage caused through lopping, topping and/or felling.
- b) for loss or damage to gates and fences.

**THIS SECTION PROVIDES ADDITIONAL COVER FOR: -**

**A) Accidental Damage of fixed glass and double-glazing (including the cost of replacing frames) solar panels, sanitary fixtures and ceramic hobs all forming part of the Buildings**

Other than

loss or damage whilst the **Building** is **Unoccupied**, for 30 days or more.

**B) The cost of repairing Accidental Damage to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which You are legally responsible**

Other than

loss or damage due to wear and tear or gradual deterioration.

**C) Loss of rent which You are unable to recover and additional costs of alternative accommodation necessarily incurred by You in consequence of the Buildings becoming uninhabitable following damage caused by any of the perils covered PROVIDED THAT the insurers' liability is limited to the period the Buildings are uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern**

Other than

any amount in **Excess** of 20% of the sum insured on the **Buildings** damaged or destroyed.

**D) Expenses incurred following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings**

Other than

- a) any expenses incurred in the preparation of a claim or an estimate of loss.
- b) any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.

**E) Increased metered water charges incurred by You resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section**

Other than

Any amount in **Excess** of £750 in any period of insurance.

**F) A contracting purchaser until completion of the sale or expiry of this Insurance whichever is the sooner**

Other than

The **Buildings** if otherwise insured.

**CONDITIONS THAT APPLY TO SECTION 1**

**Basis of Claims Settlement**

In the event of loss or damage to the **Buildings**, the insurers will pay the FULL COST OF REPAIR at the time of such loss or damage PROVIDED THAT the **Buildings** are maintained in a good state of repair, that they are insured for the full cost of reconstruction in their present form; and that reinstatement shall have been effected. If the **Buildings** are not in good state of repair insurers will make a deduction for wear and tear or gradual deterioration.

Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

**REINSTATEMENT**

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations to prevent further loss of damage.

**LIMIT OF INSURANCE**

The liability of insurers for any loss of damage shall not exceed the sum(s) insured for each Premises separately stated in the schedule.

**UNDERINSURANCE**

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the full cost of reconstruction in its present form for each premises separately stated in the schedule.

## SECTION 2 - LANDLORD'S CONTENTS PERILS COVERED

This Insurance covers Contents for loss or damage directly caused by:

**1. fire, lightning, explosion or earthquake**

**2. aircraft and other flying devices or items dropped there from**

**3. storm, tempest or flood**

Other than

- a) property in the open.
- b) for loss or damage caused by subsidence, heave or landslip other than as covered under peril 9.
- c) caused by rising water table levels.

**4. escape of water from and frost damage to fixed water tanks, apparatus or pipes other than**

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.
- b) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- c) the first £250 of every claim.

**5. escape of oil from domestic fixed oil-fired heating installation and smoke damage resulting from a defect in any fixed domestic heating installation**

Other than

- a) for loss or damage due to wear and tear or gradually deterioration.
- b) loss or damage caused by gradual emission.
- c) for loss or damage caused by faulty workmanship.
- d) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- e) any amount in **Excess** of £1,000.

**6. theft or attempted theft**

Other than

- a) for loss or damage whilst the **Buildings** are lent, let or sublet UNLESS such loss or damage is consequent upon violent and forcible entry.
- b) by any tenant or person lawfully on the premises.
- c) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) any amount in **Excess** of £500 or 3% of the sum insured under Section 2, whichever is the greater, in respect of contents within detached domestic outbuildings and garages or in the open.

**7. impact by any vehicle or animal**

**8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or any person of malicious intent**

Other than

- a) for loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) any tenant or person lawfully on the premises.

**9. subsidence, landslip or heave of the site upon which the Building stands**

Other than

- a) loss or damage for which compensation has been provided or would have been but for the

existence of this Insurance, under any contract or legislation or guarantee.

- b) for loss or damage whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.
- c) for loss or damage due to coastal erosion.
- d) for loss or damage arising from faulty workmanship, defective plans or the use of defective materials.
- e) for loss or damage to solid floors unless the walls are damaged at the same time by the same event.
- f) the first £1,000 of every claim.

**10. falling trees, telegraph poles or lamp-posts**

Other than

for loss or damage caused through lopping, topping and/or felling.

**THIS SECTION PROVIDES ADDITIONAL COVER FOR: -  
Costs of alternative accommodation necessarily incurred by You, if the Buildings are rendered uninhabitable by any of the perils covered**

Other than

Any amount in **Excess** of 10% of the sum insured on the contents of the **Buildings** damaged or destroyed.

### EXCLUSIONS APPLICABLE TO SECTION 2

Loss or damage involving:

- a) Motor vehicles (other than domestic gardening implements), caravans, trailers or watercraft and accessories attached thereto.
- b) Animals.
- c) Any part of the **Buildings**.
- d) Any property specifically insured against the perils covered hereby under any other insurance.
- e) Wearing apparel.
- f) Pedal cycles.

### CONDITIONS THAT APPLY TO SECTION 2

#### BASIS OF CLAIMS SETTLEMENT

In the event of the total loss or destruction by any of the insured perils of any article, the basis of settlement shall be the cost of replacing the articles new, PROVIDED THAT the article is substantially the same as, but not better than the original article when new and that **You** incur the cost of replacement. Insurers will not pay for the cost of replacing or repairing any undamaged part(s) of the Contents which form(s) part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part. The insurers shall be entitled at their sole option to repair, replace or pay for any article lost or damaged, whether wholly or in part.

#### REINSTATEMENT

The sum insured under this section shall NOT be reduced following the payment of a claim provided that **You** agree to carry out insurers' recommendations.

### LIMIT OF INSURANCE

The liability of insurers for any loss or damage shall not exceed the sum(s) insured for the Contents of each premises separately stated in the schedule.

### UNDERINSURANCE

The liability of insurers shall not exceed such proportion of any loss or damage as the sum(s) insured bears to the total value for the Contents of each Premises separately stated in the schedule.

## SECTION 3 - LEGAL LIABILITY TO THE PUBLIC

### Limit of Indemnity - £2,000,000

The limit of liability under this section shall not exceed £2,000,000 for any one loss or series of losses arising out of one event plus the costs and expenses incurred by **You** with insurers' written consent in the defence of any such claim

**Item A** of this Section indemnifies **You** for BODILY INJURY by ACCIDENT, DEATH or DISEASE or DAMAGE to PROPERTY happening during the period specified in the schedule for which legal liability may to **You** as owner of the **Buildings** in respect of accidents happening in or about the Premises specified in the schedule.

Other than

1. for bodily injury by accident or death or disease to any person who at the time of sustaining such injury, is engaged in **Your** service, or to any member of **Your** family or household.
2. arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
3. for damage to property belonging to or in the care, custody or control of **Your** family or household or a person in their service.
4. arising out of or incidental to any profession, occupation or business other than through private letting of the property which has been assumed under contract and would not otherwise have attached, other than through private letting of the property.
5. arising out of the ownership, possession or operation of :
  - a) any mechanically propelled or horse drawn vehicle OTHER THAN a domestic gardening implement operated within **Your** Premises and pedestrian controlled gardening implements operated elsewhere.
  - b) any power-operated lift.
  - c) any aircraft or watercraft other than manually operated rowing boats, punts or canoes.
  - d) any animal OTHER THAN cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
6. arising out of ownership, occupation, possession or use of any land or **Building** NOT situated within the **Buildings** specified in the schedule.
7. arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.

8. if **You** are entitled to indemnity under any other insurance including but not until such insurance(s) is exhausted.

**Item B** of this Section includes legal liability which may attach to **You** by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any private dwelling which has been disposed of by **You** and which prior to such disposal, was occupied for private residential or private letting purposes by **You**

Other than

1. where **You** are entitled to indemnity under any other insurance,
2. for the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.

## GENERAL CONDITION APPLICABLE TO THE WHOLE OF THIS INSURANCE

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### YOUR DUTY

**You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair. All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when the **Building** is left unattended or when the occupants have retired for the night.

### NOTICE OF CHANGE OF OCCUPANCY

It is a condition precedent to the liability of insurers that **You** or **Your** authorised representative shall notify insurers if the **Buildings** as specified in the schedule become let under different circumstances, or become regularly left unattended. Upon receipt of this notice Insurance reserve the right to amend the terms and conditions of this insurance.

### MORE THAN ONE PRIVATE DWELLING

It is understood and agreed that each private dwelling, insured hereunder, is deemed to be covered as though separately insured.

### NOTICE OF WORKS CLAUSE

It is a condition precedent to the liability of insurers that **You** shall notify insurers prior to the commencement of any conversions and extensions to the **Buildings** at the premises specified in the schedule. Upon receipt of this notice insurers reserve the right to amend the terms and conditions of this Insurance.

## CANCELLING YOUR COVER

### STATUTORY CANCELLATION RIGHTS

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by returning it to **Your** broker during the cancellation period. There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

### CANCELLATION OUTSIDE THE STATUTORY PERIOD

**You** may cancel this policy at any time by providing prior written notice to **Your** broker. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made. **We** reserve the right to cancel the policy by providing 21 days' prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

### NON PAYMENT OF PREMIUMS

**We** reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

## GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

In respect of all sections OTHER THAN Sections 3 this Insurance does NOT COVER: -

- a) Radioactive Contamination and Nuclear Assemblies Exclusion.
  - 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
  - 2. any legal liability of whatever nature, directly or indirectly caused by or contributed to by or arising from:-
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear

assembly or nuclear component thereof.

b) War Exclusion - Any loss or damage 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.

c) any loss or damage caused intentionally by the tenant residing in the **Building** or other people lawfully on the premises.

d) any loss or damage resulting from confiscation or detention by customs or other officials and authorities.

e) Loss or damage from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

f) Any consequential loss.

g) Any reduction in market value of the

**Buildings** as a result of repair or reinstatement.

h) Wear and tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause.

3. It is hereby agreed that we will not pay for any loss, or damage, caused as a result of the property being used for illegal activities.

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

### OTHER INSURANCE

There shall be no liability under this Insurance in respect of any claim where **You** are entitled to indemnity under any other insurance EXCEPT in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this Insurance not been effected.

### PROCEDURE

It is a precedent to the liability of insurers that following any happening likely to give rise to a claim **You** shall :-

a) as soon as reasonably possible and in no circumstances beyond 30 days of the incident, notify insurers with full details, complete a claim form and provide all required information and assistance.

b) for all claims in respect of damage or loss obtain a minimum of two detailed estimates unless otherwise agreed, only undertake emergency work to prevent further loss and not under any circumstances effect full repairs without insurers' prior consent.

c) Immediately notify the Police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items and obtain the Crime Reference Number

d) Under no circumstances admit liability for, nor offer to agree to settle any claim without the written consent of insurers who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name for insurers' benefit, any claim for

indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and settlement of any claim.

e) **You** must take all reasonable steps to recover missing property.

f) **You** must take all reasonable steps to prevent further damage.

#### **FRAUDULENT OR FALSE CLAIMS**

**You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim knowing the statement to be false in any respect or
- submit a document in support of a claim knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the policy
- **We** may at **Our** option declare the policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date
- **We** shall not make any return premium
- **We** may inform the police of the circumstances

#### **ENDORSEMENTS**

The following endorsements only apply if they are specified on **Your** schedule. Where applicable, the endorsement must be complied with fully as failure to do so will invalidate any future claims.

##### **1. ALARM ENDORSEMENT**

This insurance excludes theft or attempted theft claims under Sections 1 and 2 unless :-

- a) the burglar alarm is in full and effective operation :-
  - i) whenever the **Building** specified in the schedule is left unattended,
  - ii) at night
- b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of NACOSS (National Approved Council of Security Systems).

##### **2. CLIMATIC CONDITIONS ENDORSEMENT - Not in use on this policy**

##### **3. THEFT LIMITATION ENDORSEMENT**

This insurance excludes claims under Section 1 and 2 resulting from theft or attempted theft unless following violent and forcible entry.

##### **4. NON-STANDARD CONSTRUCTION ENDORSEMENT**

In consideration of the additional premium paid it is agreed that the term 'standard construction' as defined in Sections 1 and 2 does not apply to the **Building** specified in the schedule.

##### **5. SUBSIDENCE, LANDSLIP OR HEAVE EXCLUSION ENDORSEMENT**

This insurance excludes claims under Section 1 and 2 resulting from subsidence, landslip or heave.

##### **6. FLOOD EXCLUSION ENDORSEMENT**

This insurance excludes claims under Sections 1 and 2 resulting from :-

- a) the escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, dam;
- b) inundation from the sea; or
- c) flood resulting from storm or any other peril other than escape of water from fixed water tanks, apparatus or pipes.

##### **7. CONTRACTORS EXCLUSION ENDORSEMENT**

This insurance excludes any claims arising out of the activities of contractors.

##### **8. INDEX-LINKING ENDORSEMENT**

The sums insured in Section 1 and 2 will be adjusted each month in accordance with the following indices: -

Section 1 (**Buildings**): The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors

Section 2 (Contents) : The Consumer Durable section of the General Index of Retail Prices or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured.

##### **9. THATCH ENDORSEMENT**

This insurance excludes claims under Section 1 and 2 unless the following warranties are fully complied with and evidence of compliance is retained for **Our** inspection on request :-

- a) Chimney Warranty - All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and professionally cleaned once a year prior to winter use.
- b) Thatchburn Warranty - If old thatch is burnt this must be more than 100 metres from the **Building**.
- c) Naked Flame Warranty - No naked flame or tools producing naked flames are to be present in the attic or loft space of the **Building** at any time.

##### **10. MORTGAGEES INTEREST ENDORSEMENT**

The interest of the Mortgage Provider noted on the schedule will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority of knowledge of the Mortgage Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

##### **11. PROTECTIONS ENDORSEMENT**

All protections provided for the safety of the **Building** specified in the schedule must be maintained in good order and be in use at all times when under **Your** control and the **Building** is left unattended or when the occupants have retired for the night.

#### 12. £250 EXCESS ENDORSEMENT

An **Excess** of £250 will be deducted from all claims under Section 1 and 2.

#### 13. £500 EXCESS ENDORSEMENT

An **Excess** of £500 will be deducted from all claims under Section 1 and 2.

#### 14. RESTRICTED PERILS ENDORSEMENT

The **Building** specified in the schedule is covered against loss or damage directly caused by the perils of Fire, Lightning, Explosion and Aircraft only.

#### 15. UNOCCUPANCY ENDORSEMENT

If the **Building** specified in the schedule is left **Unoccupied** for 14 days or more :-

- a) the **Building** must be inspected at least once every 14 days by **You** or **Your** representative and a detailed record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained.
- c) The electricity supply must be turned off unless required to maintain a security system.
- d) all letter boxes and other openings must be sealed securely if the unoccupancy is for a period of 30 days or more.
- e) external door locks of a reasonable standard for the protection of the **Building** must be fitted and in use at all times.

#### 16. £100 EXCESS ENDORSEMENT

An **Excess** of £100 will be deducted from all claims under Section 1 and 2.

#### 17. £50 EXCESS ENDORSEMENT

An **Excess** of £50 will be deducted from all claims under Section 1 and 2.

#### 18. DATE CHANGE ENDORSEMENT

**We** will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related equipment that fails to recognise any date change.

#### 19. MALICIOUS DAMAGE ENDORSEMENT

This Insurance excludes Malicious Damage cover to the **Building** specified in the schedule where such damage is caused by tenants or other people lawfully on the premises.

#### 20. MONTHLY PAYMENT ENDORSEMENT

It is understood and agreed that this insurance runs from month to month and that continuation of cover is dependent upon **Your** paying the premium for each month's cover. **We** will normally only review **You** premiums once per annum.

#### 21. LEGAL FEES ENDORSEMENT

This insurance includes Legal Protection Cover in accordance with the enclosed document.

#### 22. FLAT ROOF ENDORSEMENT

The flat roof of the **Building** specified in the schedule must have been inspected, repaired, renovated or replaced no more than two years prior to inception of this Insurance and records of this inspection and repair must be made available to **Us** on request. Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

#### 23. MINIMUM SECURITY ENDORSEMENT

This insurance excludes claims for theft under Sections 1 and 2 unless the following are fitted and are used for the protection of the **Building** specified in the schedule when the property is left unattended or when occupants retire for the night :-

- a) external doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621)
- b) patio Doors: in addition to central locking devices, key operating bolts to top and bottom opening sections.
- c) windows: Key operated security locks to all ground floor and other accessible windows.

#### 24. UK HOLIDAY HOME ENDORSEMENT

The maximum period the **Buildings** may be **Unoccupied** for restricted perils to be applied under Sections 1 and 2 is increased from 30 days to 90 days at any one time.

If the **Building** specified in the schedule is left **Unoccupied** for 30 days or more :-

- a) the **Building** must be inspected at least once every 30 days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
- b) the gas and water supplies must be turned off and the water system drained OR the central heating must be set for a continual minimum temperature of 13°C during the period 1<sup>st</sup> November to 1<sup>st</sup> April.
- c) the electricity supply must be turned off unless required for central heating as in b) above, or to maintain a security system.

25. MALICIOUS DAMAGE & THEFT BY TENANT ENDORSEMENT (Buildings & Contents) It is hereby noted that malicious damage and, or theft caused by the tenant lawfully occupying the property is included subject to a maximum amount of £5,000 per individual claim. This has been applied to cover Section 1 of the policy (buildings) and Section 2 of the policy (contents)

26. ACCIDENTAL DAMAGE ENDORSEMENT (Buildings) It is hereby noted and agreed that accidental damage cover has been applied to Section 1 of the policy (buildings)

27. ACCIDENTAL DAMAGE ENDORSEMENT (Contents) It is hereby noted and agreed that accidental damage cover has been applied to Section 2 of the policy (contents)

## COMPLAINTS PROCEDURE & REGULATORY INFORMATION

Towergate Underwriting Let Property is an Insurance Intermediary. Towergate Underwriting Let Property offers this policy only in respect of this class of business. No comparison is made by Towergate Underwriting Let Property to other insurance products that may be available from other companies.

### Step One - initiating your complaint:

It is the intention to give you the best possible service but if you do have any questions or concerns about this Insurance or the handling of a claim you should in the first instance contact:

Complaints Manager, Smartlandlord, The Octagon, Middleborough,  
Colchester, C01 1TG  
Email: [insurance@smartlandlord.co.uk](mailto:insurance@smartlandlord.co.uk)  
Telephone: 0844 892 1666

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

### Step Two - if you remain dissatisfied:

If your complaint is one of the few that cannot be resolved by this stage write to the Head of Customer Care of your insurer who will review the details of your case and arrange for an investigation on behalf of the Chief Executive:

Customer Care, AXA Insurance, Civic Drive, Ipswich IP1 2AN  
or you may email [customer-care@axa-insurance.co.uk](mailto:customer-care@axa-insurance.co.uk) or telephone (01473) 205926  
or fax (01473) 205101

### Step Three - beyond AXA:

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Telephone (0845) 080 1800 Fax (020) 7964 1001

Please note you have 6 months from the date of our final response in which to refer to your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

### Important Note

The Ombudsman can only consider your complaint if you have already given us the opportunity to resolve it.

### Compensation Scheme

AXA Insurance is covered by the Financial Services Compensation Scheme (FSCS), which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

LLD V1 Wording 010210  
Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

Smartlandlord  
Towergate House  
Eclipse Park  
Sittingbourne Road  
Maidstone  
Kent  
ME14 3EN

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E : [info@smartlandlord.co.uk](mailto:info@smartlandlord.co.uk)  
W : [www.smartlandlord.co.uk](http://www.smartlandlord.co.uk)

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T : 0844 892 1530

