

## PRIMELET LANDLORD'S SUMMARY OF COVER

Should you have any queries about this cover please  
contact your broker who will be pleased to help you

1. Some important facts about your insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The Terms and Conditions of Property Let Legal Protection can be found in the Primelet Legal Protection Policy Wording.

2. This policy is arranged by Towergate Underwriting Group Ltd trading as Towergate Underwriting Let Property and is underwritten by a consortium of specialist insurers; The Lead Insurers are Royal & Sun Alliance Insurance plc, also underwritten by Allianz Insurance plc and Groupama Insurance Company Limited. The Property Let Legal Protection section of this policy is underwritten by DAS Legal Expenses Insurance Company Ltd. Towergate Underwriting Group Ltd, RSA, Allianz, Groupama and DAS Legal Expenses Insurance Company Ltd are authorised and regulated by the Financial Services Authority.

3. The Towergate Underwriting Primelet insurance policy provides cover for buildings and/or contents. Sections are provided for Buildings (with an Accidental Damage Option), Contents (with an Accidental Damage option) and Property Let Legal Protection (available as a separate additional policy).

#### 4. Significant or unusual exclusions and limitations (excluding Property Let Legal Protection):

#### ALL SECTIONS

You must comply with conditions of the policy explained in the General Conditions Section of the policy booklet for cover to apply. These include your duty to take reasonable precautions to prevent loss and actions you must take as soon as you are aware of a possible claim under the policy. See also the General Exclusions Section of the policy booklet for those exclusions that apply to all Sections.

- You will have to pay the first part of most claims - this is known as an 'excess'. For properties let to working professional tenants the standard excess is £100 (£250 for students and DSS tenants) but an excess of £250 applies for escape of water, or, £1,000 applies for subsidence under the Buildings and Contents Sections.
- Certain losses or damage if any endorsement/clause is shown on your policy schedule - e.g. theft cover may be restricted under the Contents Section unless there is a Property Manager in place.
- Loss or damage due to illegal activities will not be covered under this policy

If the property is not managed the following endorsements will apply if noted on the schedule:

Endorsement 20 : Restricted Theft, Section 2 – Contents, Theft excludes loss or damage unless the theft involves forcible and violent entry to or exit from the home. Inventory Clause – It is a condition of Section 2 – Contents that you keep an up to date inventory of the contents in the home and its state of repair. Change of Tenancy – It is a condition of this policy that you notify the broker through whom you took out your policy if the tenant changes from Professional let to DSS or Student let or vice-versa, or the property becomes professionally managed, as soon as is reasonably possible. Endorsement 21 : Malicious Damage Exclusion, Section 1 – Buildings, Malicious Acts and Section 2 – Contents, Malicious Acts excludes loss or damage by persons to whom the home has been lent, licensed, let or sub-let.

#### SECTION 1 – BUILDINGS

##### Significant Features and Benefits

Cover is provided for an extensive list of perils such as fire, storm, flood, theft, etc.- see policy booklet.

In addition cover is provided for:

- loss of rent & alternative accommodation following an insured loss
- accidental damage to fixed glass, sanitary fixtures and underground services
- damage caused by emergency access
- costs of tracing and accessing leaks (up to £1,000)
- the buyer when you are selling your home
- your legal liability as owner of your home

With the **Accidental Damage Option** this cover is extended to cover all other accidental damage that we regard as insurable - see Buildings section 1, Accidental Damage, for details.

##### Significant and unusual exclusions or limitations

- Damage by wet or dry rot
- Certain losses or damage when your home is unoccupied or unfurnished for more than 30 days in a row
- Certain loss or damage caused by you, paying guests or tenants (if property not professionally managed).

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- Damage due to a fault or limit of design, manufacture or installation. In particular there is no cover for damage to underground services that do not work because they are worn out.
- The cost of replacing any undamaged items, which form part of a set, suite or item of a uniform nature
- Loss or damage to your buildings from any cause not listed in the policy booklet - but wider cover is available with the **Accidental Damage Option**

### **SECTION 2 - CONTENTS**

#### **Significant Features and Benefits**

Cover is provided for an extensive list of perils such as fire, storm, flood, theft, etc.- see policy booklet.

In addition cover is provided for:

- accidental damage to audio, video and computer equipment
- contents in outbuildings (limited to £2,500 for theft) and in the open (up to £250)
- replacement locks if keys are lost or stolen (up to £500)
- loss of domestic fuel and metered water (up to £1,000)
- loss of rent & alternative accommodation following an insured loss
- damage caused by emergency access

With the **Accidental Damage Option** all other accidental damage occurring in the home, that we regard as insurable, is covered. See Contents Section 2, Accidental Damage, for details.

**Significant and unusual exclusions or limitations** - see Contents Section of policy booklet for details.

- No cover is provided for boats, boards, water craft of any kind
- No cover is provided for items used for business or professional purposes
- Certain losses or damage when your home is unoccupied for more than 30 days in a row
- Theft or malicious damage caused by you, members of your household, paying guests or tenants (if property not professionally managed)
- The cost of replacing any undamaged items, which form part of a set, suite or item of a uniform nature
- Theft of contents temporarily removed from the home

#### **For Personal Effects –**

- Loss or damage to jewellery, gold, silver, precious metals, clocks and watches, coins, medal and stamp collections, works of art, furs and clothing.
- Loss or damage to your contents from any cause not listed in the policy booklet - but wider cover is available under the **Accidental Damage Option**
- The following exclusions apply under the Accidental Damage Option - see Contents section, Section 2, Accidental Damage, for details
- Accidental damage occurring outside the home

### **ADDITIONAL COVER AVAILABLE: PROPERTY LET LEGAL PROTECTION**

#### **Significant Features and Benefits**

The insured incidents covered by the policy are described below. In all cases DAS will negotiate for your legal rights to resolve the problem, either themselves or through external lawyers who they will appoint to help you.

- Property Damage. DAS will help you take action against someone who causes damage to your property.
- Recovering Possession. DAS will help you get possession of your property from your tenants.
- Repossession of Residential Letting to a Business. You have let your property to a business for residential purposes and wish to get possession.
- Repossession by Resident Landlord. You live in your property as landlord and wish to get possession.
- Eviction of Squatters. Someone is living in your property without your permission and you wish to evict them.
- Recovering Rent Arrears. DAS will help you recover rent arrears from your tenants.
- Prosecution Defence. DAS will defend any criminal prosecution brought against you that arises from you letting out your property.
- Loss of Rent Cover. DAS will pay any rent arrears your tenant owes you up to vacant possession.
- Hotel Expenses. DAS will pay your hotel expenses while you try to get a possession order for your property so you can live in it.
- 24 Hour Telephone Helplines:
- Eurolaw Legal Advice – Advice on personal legal problems within UK and EU law.
- Domestic Assistance – DAS can arrange to call out a contractor to fix the problem in the event of an emergency affecting the property. The contractor's charges are your responsibility.

## Significant and unusual exclusions or limitations to Property Let Legal Protection

- It must be more likely than not that you will recover damages or make a successful defence of your claim (this does not apply to prosecution defence).
- External costs are limited to £25,000.
- Costs incurred before DAS agrees to pay them are excluded.
- A dispute with your tenant within 90 days of taking out cover, if the tenancy started before you took out your policy is excluded (This does not apply if you had equivalent insurance in force immediately prior to inception of this policy).
- Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a lawyer to help you.
- Property Damage. The extent of the damage must be more than £1,000.
- Recovering Possession. Your property must be let under an assured shorthold, short assured or an assured tenancy under the 1988 Housing Act or Housing (Scotland) Act. You must be trying to get possession under the mandatory grounds, i.e. grounds 1 to 8 shown in the Schedules of the above Acts. You must give the tenant the correct notices telling him that you want possession of your property.
- Recovering Rent Arrears. Registering rents, reviewing rents or any matter to do with rent, rate or land tribunals or a rent assessment committee are excluded.
- Prosecution Defence. DAS does not pay fines, damages or other penalties.
- Loss of Rent Cover. Arrears must occur during the tenant's occupation of your property. DAS will not be liable for more than 12 monthly payments or the first calendar month's rent owed to you. DAS are entitled to take over and conduct in your name the defence or settlement of any claim or to pursue for our own benefit any claim. Minimum standards apply in respect of the management of the tenancy.
- Hotel Expenses. Cover is for up to £75 per day for a maximum of 30 days.

## 5. Policy Duration

This is an annually renewable policy.

## 6. Cancellation

You are free to cancel this policy at any time.

## 7. How to Claim

For general claims please call Towergate Underwriting Let Property on 01206 773540.

For claims under the Property Let Legal Protection Section, please write to DAS at the following address:

Personal & Commercial Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Alternatively, you can e-mail [newclaims@das.co.uk](mailto:newclaims@das.co.uk), or telephone 0117 934 0553. Lines are open 24 hours a day, 365 days a year. Calls may be recorded. Please provide DAS with details of the claim as soon as possible and within 90 days of the insured incident happening.

## 8. Complaints

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy with this, we would like to hear from you. Please contact us:

Letter: Complaints Manager, Towergate Underwriting Let Property, The Octagon, Middleborough, Colchester, CO1 1TG

Email: [tulpenquiries@towergate.co.uk](mailto:tulpenquiries@towergate.co.uk) (marked urgent/ complaint)

Or Telephone: 01026 773540

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response. If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Customer Relations Team of RSA. Full details of address and contact numbers can be found within the policy wording.

For complaints in relation to Property Let Legal Protection, please write to DAS's Managing Director at DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. He will direct the complaint to the head of the relevant department(s). A copy of the DAS internal complaint handling procedure is available on request.

If you are still not happy with the response you receive, you have the right to ask the Financial Ombudsman Service to review your case.

**9. Compensation Scheme:** Royal & Sun Alliance Insurance plc, Allianz Insurance plc, Groupama Insurance Company Limited and DAS Legal Expenses Insurance Company Limited are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if they cannot meet their obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.