

Landlord Property Owners Insurance Summary of Cover

Key Covers, Features and Exceptions

Your policy includes the following key covers, features and exceptions, which are set out in full in your policy documentation.

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy documentation. It is important that you read the policy documentation carefully when you receive it.

Some of the covers summarised in this document are optional and these are clearly marked as such. Your schedule will show you which covers you have chosen to include along with the cover limits.

Type of Insurance and Cover

The Alan Boswell Landlord Property Owners policy is for the residential property owning community including landlords, buy-to-let investors, letting agents and property managing agents.

It provides cover under the Property Damage, Employers' Liability and Property Owners Liability sections as standard with the option to include the Terrorism section.

Cover Sections Available

- Property Damage
- Employers' Liability
- Terrorism (optional)
- Property Owners Liability

Name of Insurer

Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 202153.

Additional benefits

- 24-hour, 365-days-a-year claims helpline, providing emergency assistance when it's needed.
- Confidential legal and tax helplines, offering free support on key business issues, such as disputes with tenants or rent recovery.
- Counselling service for policyholders and their employees.

Aviva Risk Management Solutions (ARMS)

A dedicated service to help UK businesses manage their risks – helping keep them compliant, prevent loss and ultimately control cost.

- ARMS offer a wide range of services from simple prevention advice through to bespoke on-site consultancy
- Generous discounts off a menu of products and services to help prevent accidents and losses occurring and protect businesses via our Specialist Partner Network.

Property Damage – Cover, Features and Benefits

Cover for Buildings and Contents (where required) on an All Risks basis including Subsidence and Theft.

Cover includes:

- Automatic Reinstatement: the sums insured will not be reduced by the amount of any claim (unless we advise otherwise) but you must pay the additional premium to reinstate the sums insured
- Breakage or Collapse of Television and Radio Aerials: damage to buildings due to breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes
- Capital Additions: automatic cover for buildings that are purchased during the period of insurance
- Changing Locks: cost of replacing the locks to the building if the keys are stolen
- Contract Works: cover for contract works in respect of extension, alteration or refurbishment of the building

- Damage by Pets: damage caused by domestic pets or animals
- Damage to Grounds: cost of reinstating landscaped gardens and grounds by the emergency services following damage at the premises or adjoining premises
- Debris Removal: costs and expenses to remove debris following a loss
- Debris Removal – Recycling: costs and expenses to recycle debris following a loss
- Drains: cost of cleaning/clearing drains, sewers and gutters following a loss
- Emergency Services: cost of repairing damage caused by the emergency services for the purpose of safeguarding human life or minimising damage
- Energy Efficiency: the additional cost and expense of replacing damaged portions of insured buildings in a way which improves their future energy efficiency
- Failure of Third Party Insurances: cover for the building where a third party with a financial interest in the building who has an obligation to insure but has failed to maintain in force such insurance
- Fire and Security Equipment: cost of refilling, recharging or replacing any fire protection equipment and the resetting of alarms or CCTV after a loss
- Fly tipping: costs to remove property illegally deposited in or around the premises
- Gardening Equipment: cover for gardening equipment used in connection with the building
- Inadvertent Failure to Insure: cover for buildings that have inadvertently been overlooked for cover
- Insect Nest Removal: cost of removing the nests of bees, wasps or other insects harmful to humans
- Japanese Knotweed – with our prior consent, cost to remove and dispose of Japanese knotweed
- Legal Expenses for the Eviction of Squatters – legal costs and expenses for the policyholder to evict squatters from the premises
- Loss of Rent or Alternative Accommodation for Residential Units: cost of providing alternative accommodation if the property cannot be lived in as a result of damage
- Loss Minimisation and Prevention Expenditure: with our prior agreement, costs for additional physical protection to prevent further damage
- Metered Services: cost of charges incurred following accidental discharge of electricity, gas or water from a metered system
- Money and Assault: loss of money and compensation for injuries sustained in assault involving theft of money
- Preservation of Undamaged Property: additional costs and expenses to protect undamaged property that forms part of the building
- Professional Fees: costs and expenses required to reinstate the building following a loss
- Temporary Repair Costs: necessary and reasonable costs for the policyholder to make temporary repairs to the premises
- Removal of Vermin: costs to remove vermin from your premises where on the order or advice of the competent authority
- Tenants Abandoned Property: with our prior agreement, necessary and reasonable costs of clearing and removing unfixed property abandoned by former tenants
- Tenants Debris Removal: costs and expenses to remove tenant debris following a loss
- Trace and Access – costs incurred locating the source of damage to any water or fixed oil heating pipe, tank or installation

Exceptions and Limitations (please refer to the Property Damage section of the policy booklet)

- Wear and tear, corrosion, gradual deterioration, faulty or defective design, materials
- Faulty or defective workmanship, operational error or omission by you or your employees
- Mechanical or electrical breakdown or derangement
- Pollution or contamination
- Fire damage involving the application of heat
- Damage to gates, fences or moveable property in the open by weather-related incidents
- Damage other than by fire, arising from production, servicing or testing
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) in respect of buildings which are unoccupied or disused
- Consequential loss or damage
- Temporarily removed items restricted to a maximum of 10% of sum insured
- Unoccupied premises added with restricted cover
- Theft whilst the premises are unoccupied or disused
- Theft from open spaces at the premises
- Unexplained losses, acts of fraud or dishonesty and inventory shortage

- Theft where you or your partners, directors, employees or household members are involved
- The first part of any claim (the excess)

Terrorism (optional section)

Protects businesses against losses and liabilities arising from terrorist activities.

Employers' Liability - Cover, Features and Benefits

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.

Cover includes:

- Corporate Manslaughter and Corporate Homicide Act 2007: Legal expenses to defend proceedings and costs of prosecution awarded against you
- Health and Safety Legislation: Legal expenses to defend proceedings and costs of prosecution awarded against you
- Payment for Court Attendance: Compensation for court attendance in connection with a claim for director, partner or employee
- Unsatisfied Court Judgements: Costs awarded in favour of employees injured in your employment

Exceptions and Limitations (please refer to the Employers' Liability section of the policy booklet)

- Cover for acts of terrorism is limited to £5,000,000 per event
- Cover for acts of war is limited to £5,000,000 per event
- Liability in respect of liquidated damages, penalty clauses and fines
- Work in or on, or travel to or from any offshore installation or support vessel
- Bodily injury of employees whilst carried in or upon a vehicle

Property Owners Liability - Cover, Features and Benefits

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Legal liability for fees, expenses, damages and claimants' costs following injury or damage by goods that you have supplied, sold, repaired, tested or maintained.

Cover includes:

- Consumer Protection Act 1987 and Food Safety Act 1990: Legal expenses to defend proceedings and costs of prosecution awarded against you
- Corporate Manslaughter and Corporate Homicide Act 2007: Legal expenses to defend proceedings and costs of prosecution awarded against you
- Data Protection: Legal expenses to defend proceedings and costs of compensation awarded against you
- Defective Premises: Legal liability for accidental bodily injury or damage to property arising under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001
- Employees' and Visitors' Personal Belongings: Legal liability for accidental Damage to employees' and visitors effects in your custody or control
- Environmental Statutory Clean-up Costs: Cost of carrying out remediation and/or paying for clean-up costs
- Financial Loss: Legal liability for financial loss as a direct result of the failure to provide any property or service in connection with Property Insured
- Health and Safety Legislation: Legal expenses to defend proceedings and costs of prosecution awarded against you
- Hired or Rented Premises: Legal liability for loss or damage to premises hired or rented to you for the purpose of your business
- Libel and Slander (In House Publications): Cover for compensation, costs and expenses as a result of any libel, slander, infringement of any trademark or slander of title to goods
- Motor Contingent Liability: Third party liability arising out of the use of vehicles not owned by you within the UK
- Overseas Personal Liability: Personal liability cover for employees and directors whilst they are overseas on your business
- Payment for Court Attendance: Compensation for court attendance in connection with a claim for director, partner or employee

Exceptions and Limitations (please refer to the Property Owners Liability section of the policy booklet)

- Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the Policy Schedule, whichever is the lower
- Loss or damage to property in your custody or control
- Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices

- Pollution unless caused by a sudden and identifiable incident
- Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses and fines
- The first part of any claim (the excess)
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos

Where am I covered?

This will depend on the product and choices you have made. Please refer to the policy booklet and policy schedule for details of where you are covered.

When and how do I pay?

Payment options should be discussed with your insurance adviser.

What are my obligations?

This is a summary of your main obligations under the policy.

- You must make a fair presentation of the risk to us, which includes telling us of any circumstances which we would take into account in our assessment or acceptance of this insurance - If you fail to make a fair presentation of risk this could affect the extent of cover provided or invalidate your policy
- You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy.
- You must take all reasonable precautions to prevent loss or damage, and comply with any security or other loss prevention conditions in your policy documents
- You must notify us promptly of any event which might lead to a claim and follow the claims procedure set out in your policy
- For further details and any specific obligations relating to your trade or business activities following our assessment of your risk please refer to your policy documents.

How long does my Alan Boswell Landlord Property Owners Insurance run for?

Your policy will remain in force for 12 months from the date of commencement (or as otherwise shown on your policy schedule) and for any period for which you renew the policy, as long as you continue to pay your premium.

How do I cancel the contract?

You can cancel your policy at any time during your period of cover, subject to the notice period shown in your policy.

To cancel your policy, please contact your Insurance adviser.

How to Claim

If you need to make a claim please call our claims line on 0800 015 1498. Our line operates 24 hours a day, 365 days a year. Please have your policy number to hand when calling.

How do I make a complaint?

If for any reason you are unhappy with the product or service, please get in touch as soon as possible. For contact details and more information about the complaints procedure please refer to your policy documents.

Where a complaint cannot be resolved to your satisfaction you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at www.financial-ombudsman.org.uk, where you will find further information.

Would I receive compensation if Aviva were unable to meet its liabilities?

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles.

For our joint protection telephone calls may be recorded and/or monitored.