

Landlords Contents Insurance

Summary of Cover Available

About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within CX Landlords Contents (Landlords Contents Insurance). This summary does not contain the full terms, conditions, exclusions and warranties applicable to and governing the insurance contract with you. These are set out in the certificate, which is available on request. If you are in any doubt as to the suitability of the insurance cover that will be available to you, you should consult your insurance agent before requesting insurance cover. WE RESERVE THE RIGHT TO CHANGE OR LIMIT ANY COVER.

About the Insurer

CX Landlords Contents is underwritten by Equity Red Star at Lloyd's. Equity Red Star are authorised and regulated by the Financial Services Authority.

Duration of this Insurance

The period of insurance will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the certificate Schedule.

How to Cancel this Insurance

We may cancel the certificate by writing to you at your last or known address confirming that all cover will end 14 days after the date of our letter; or you may cancel the certificate by giving us written instructions. If you or we cancel the certificate, and you have not made a claim during the current period of insurance, we will refund the premium, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + £15.00 fee totalling £41.25.

Our Service Commitment to you

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the insurance agent who arranged this insurance for you. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Managing Director at Commercial Express Quotes Ltd.

Their address is:

Managing Director

Commercial Express Quotes Ltd
Unit 4
Castlegate Court
Castlegate Way
Dudley
DY1 4RD

If the matter is not resolved to your satisfaction, please write to:

Compliance Officer
Equity Red Star
52 Leadenhall Street
London
EC3A 2BJ

Complaints that cannot be resolved by Equity Red Star may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

The Law Applicable to this Insurance

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed and interpreted in accordance with English Law and subject to the exclusive jurisdiction of the Courts of England and Wales.

The Cover Available

We will insure only those sections you request and we agree to insure.

Contents

Household furniture, carpets and curtains.

Contents does not include the following:

- i) Money
- ii) Stamp, coin or other collections
- iii) Valuables
- iv) Guests clothing and personal belongings
- v) Any property which is more specifically insured by other insurance Your pets or other animals
- vi) Motor vehicles, caravans, trailers, watercraft, aircraft or accessories for these items
- vii) Securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts
- viii) Any property connected with your business, profession or trade

Key Benefits

Contents are covered for loss or damage caused by the following insured perils: • Fire, Explosion, Lightning and Earthquake

- Smoke
- Riot, civil commotion, strikes, labour or political disturbances
- Malicious acts or vandalism
- Storm or Flood
- Water or oil escaping from any fixed domestic appliance or system including any costs in locating the source of any escape • Frost damage to fixed water or heating systems in the home
- Theft or attempted theft
- Impact by road or rail vehicles, aircraft or animals
- Subsidence, Landslip or heave
- Accidental breakage of fixed, sanitary fixtures and ceramic hobs
- Accidental damage to any cables or underground service pipes servicing the home

Contents cover also includes:

- Metered Water
- Loss of rent or Alternative Accommodation up to 15% of the sum insured for Contents (or as stated in the certificate schedule) • Unauthorised use of electricity, gas or water
- Accidental Damage (optional for professionally tenanted properties only)
- Brown Electrical Goods up to £250

Contents Liability

We will pay any amount which you are legally liable to pay as compensation for accidental bodily injury to a person or loss or damage to property up to £1,000,000 or as stated on the policy schedule.

Unoccupancy

This insurance will only cover fire, lightning, aircraft, explosion, storm, flood, subsidence, landslip, heave and contents liability, when the home is left without an authorised occupant for more than 30 consecutive days. Cover only applies to carpets, curtains, sunblinds, light fixtures and fittings and kitchen white goods. Other specific terms, conditions and exclusions apply in respect of unoccupied properties. Please refer to our certificate.

Certificate Excess

You must pay an amount towards each claim. The amount You pay is called the 'excess'. The following excesses apply to each and every claim.

	Occupied	Unoccupied
Contents	£50	£150
Loss of Rent	£50	£0

Conditions Precedent to Liability

Changes in circumstances

You must immediately tell us about any change in your circumstances. In particular you must tell us if there is a change to:

- the address of the property insured; the use of the property (including if the property becomes unoccupied).
- the type of tenant occupying the property
- the property's structure
- total cost of replacing the contents

Maintenance and safety requirements

- A current Gas Safety Record must have been issued and complied with and a CORGI-registered contractor must inspect and service all gas appliances at least every 12 months. Also, any necessary repairs and maintenance must be carried out promptly by a CORGI registered contractor.
- A qualified electrical contractor must inspect or have inspected and checked the electrical systems in accordance with the Landlords Electrical appliances and sockets regulations (1994) or any subsequent new regulations, within the last five years and retested every five years.
- All upholstered furniture must meet the Fire and Furniture Regulations Act. Any furniture added to the property after 1 March 1993 must keep to the relevant fire resistance requirements.
- You must give your tenants all relevant instruction manuals.
- You must keep records of all checks and work that has been carried out. We must be able to inspect these records.

Flat roof

It is a condition precedent to liability that all flat roof sections must be less than 10 years old.

If the above condition is not complied with all liabilities for claims arising to or as a result of the flat roof are excluded.

General Exclusions

The following is a summary of the liability which is excluded under the certificate (please refer to policy wording for all specific and general exclusions):

- Existing damage
- Use of the buildings (any loss or damage caused by any portable heaters or costs for keeping to any requirements or regulations you knew of before the loss or damage occurred.)
- Loss of value and consequential loss
- Any loss caused by wear and tear or any gradually operating cause
- Loss or damage caused by domestic pets or by insects or vermin
- Pairs and sets (The cost of replacing or altering any undamaged part or item forming part of a set.)
- Property not covered - living creatures, motor vehicles, property insured more specifically insured by another certificate, plants, trees, and shrubs in the garden
- Radioactive contamination
- Property being confiscated or detained by any government or public or local authority
- Sonic Bangs
- War
- Diminution in value
- Terrorism

How we settle your claim

Contents - we will replace the damaged contents as new, as long as the sum insured is at least equal to the cost of replacing all the contents. However we may at our option; pay the cost of replacing the item as new, or pay the cost of repairing any item.

Individual Flats - If for any reason we cannot replace or repair the damaged property we may at our option pay an amount, not exceeding what it would have cost to replace or repair the damaged contents, up to the sum insured. Please note that we do not insure any common parts

How to make a claim under this Insurance

To make a claim simply call our 24 hours claims help line telephone number: 01792 761910. Then in order to make the buildings secure you may undertake temporary repairs as defined under the "Conditions Precedent to Liability" section of the certificate .

All claims are handled by:
Equity Red Star (Swansea)
Cardigan House
Castle Court
Phoenix Way
Enterprise Park
Llansamlet
Swansea
SA7 9LA

At the time of making a claim, you will be asked: The policy number stated on your schedule and full details of the claim.

Your total peace of mind

Equity Red Star are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

**PLEASE NOTE THAT THIS IS AN OPTIONAL COVER.
PLEASE REFER TO YOUR SCHEDULE TO CONFIRM IF THIS COVER IS INCLUDED**

Landlords Legal Expenses Insurance Policy Summary

Some important facts about the Professional Fees policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

NAME OF INSURER:

The policy is underwritten by Norwich Union Insurance Limited. Registered in England No.99122. Registered Office: 8 Surrey Street, Norwich NR1 3NG. An Aviva company.

The company is authorised and regulated by the Financial Services Authority

NAME OF COVERHOLDER:

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 58 Hagley Road, Stourbridge, West Midlands. DY8 1QD.

TYPE OF INSURANCE:

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

SIGNIFICANT FEATURES AND BENEFITS:

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The limit of indemnity provided will be shown on the policy schedule issued.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Breach of Tenancy Agreement	Pursuit following a breach by the tenant of any of their obligations under the tenancy Agreement	Loss or damage to fixtures fittings & furniture not referred to in the original inventory prior to the commencement of the agreement or any claim or where the value is less than £1000.
Rent Arrears Pursuit	The pursuit of Rent Arrears, which commenced during the period of insurance.	
Eviction	The eviction of anyone in the property without your permission.	
Legal Defence	The defence of civil or criminal proceedings in respect of any act or omission by you arising from your ownership or management of the property.	
TAX, VAT, PAYE, & NIC Investigations	Comprehensive enquiries or in depth investigations of your tax affairs, including Aspect enquiries above £100.00 and less than £1,000, VAT Disputes, PAYE Disputes and NIC Disputes.	Any dispute arising within the first 60 days of the first period of insurance
Legal Helpline	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS:

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the policy schedule, no additional excess applies.
- You must obtain or have obtained and be able to produce a satisfactory credit reference prior to the granting of the tenancy.
- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, or the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim.
Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If we have agreed Legal Proceedings you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a solicitor prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances, which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom
- The following circumstances are not covered by the policy:

Any incident which occurs within the first 90 days of the first period of insurance where the tenancy agreement commenced before the policy started.

Any Insured Incident arising out of a tenancy agreement which does not fall within the definition of Tenancy Agreement.

A dispute relating to service charges or any compensation payment to a tenant.

The defence of dilapidation claims that fall within Small Claims limits.

The Tenancy Agreement having been granted without first obtaining the requisite consent or licence.

Claims arising out of rent registration or reviews, purchasing the freehold of the Property, rent tribunals, land tribunals or rate tribunals unless defending action bought against you by the Tenant.

DURATION OF THE CONTRACT:

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION:

We wish you to be happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

CLAIMS ADDRESS:

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued. Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
Legal Insurance Management Ltd
58 Hagley Road
Stourbridge
West Midlands
DY8 1QD

COMPLAINTS PROCEDURE

In the event of a complaint arising under this Insurance, you should in the first instance write to the Agent who arranged this Insurance on your behalf. If the matter remains unresolved you should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter you can then write to the Insurers whose details are shown within the policy schedule.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service.

This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at: -

South Quay Plaza 183 Marsh Wall London E14 9SR

COMPENSATION SCHEME

Norwich Union Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN, or by telephone or fax (Tel: 020 7892 7300 or Fax: 020 7892 7301), or by e-mail (enquiries@fscs.org.uk).

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