

HSBC Insurance Brokers

# Residential Landlord's Insurance

*Insurance details (including a policy summary)*

HSBC Insurance 

*Underwritten by Allianz Insurance plc*



# Contents

Introduction	2	General Exclusions	9
Residential Landlord's Policy Overview	3	General Conditions	10
<b>Policy Summary</b>		<b>Additional Information</b>	
	<b>keyfacts</b> <sup>®</sup>	Display and Retention of Employers Liability Certificates	11
What is Residential Landlord's?	4	Health and Safety Legislation	11
Cancellation Rights	4	Data Protection Act	11
How to make a Complaint	4	Cover for Terrorism	11
Financial Services Compensation Scheme	4	Policy Limits	11
Policy Duration	4		
Please Read the Policy	4	<b>Further information from your Insurance Adviser</b>	
<b>Core Covers</b>		Other Insurances	12
Material Damage	5-6		
Employers Liability	6		
Property Owners Liability	7		
<b>Notifying a Claim</b>			
Allianz Claims Handling Office	8		

# Introduction

## Your Insurer

Allianz Insurance plc is one of the largest Insurers in the UK. Our long and consistent track record gives you the peace of mind that you can trust us to be there when you need us.

Our friendly, efficient and professional people are committed to provide you with a high quality service.

In the event of having a claim, you will be in good hands. Our professional teams of claims handlers will deal with your loss promptly and seek flexible solutions to get your business back to full strength as soon as possible.

Allianz is authorised and regulated by the Financial Services Authority, registration number 121849. This can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## Your Insurance Adviser

HSBC Insurance Brokers is a leading global specialist insurance and reinsurance broker.

HSBC Insurance Brokers can arrange a high quality package solution of bespoke insurance products and services designed to meet your business and individual needs, which is competitively underwritten by Allianz Insurance plc.

For further information please ring HSBC Insurance Brokers on 0845 587 3359.

# Residential Landlord's Policy Overview

This product has been designed to specifically meet the needs of Residential Landlord's.

Residential Landlord's Insurance is not suitable for the following:

- buildings in the course of erection
- existing buildings being renovated
- plots of land

## Maximum Sums Insured

The maximum combined Buildings sum insured per Premise is £2,000,000.

The maximum Contents sum insured per Premise is £100,000.

## Core Covers

- Material Damage – covers the buildings and contents for loss or damage
- Employers' Liability – covers your legal liability to employees if they are injured whilst working for you
- Property Owners Liability – covers your legal liability to pay compensation to third parties if they are injured or their property is damaged as a result of an accident caused by you or your employees

## Additional Benefits

- Glass replacement 24 hours a day and all year round by Solaglas, who will bill us direct.
- Free legal advice telephone helpline available 24 hours a day and all year round

# Policy Summary

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This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

This summary should be read in conjunction with your policy schedule.

## What is Residential Landlord's?

The Residential Landlord's product is designed to cover the assets, legal liabilities and earnings of your business. It is underwritten by Allianz Insurance plc.

## Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of any premiums paid.

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

## How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Allianz Insurance plc,  
57 Ladymead,  
Guildford, Surrey,  
GU1 1DB.

Tel: 01483 552438  
email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure can be found in your policy documentation.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

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

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN

Tel: 020 7892 7300  
Fax: 020 7892 7301  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)

## Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

## Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is anything you do not understand please notify HSBC Insurance Brokers. If you fail to notify us of any changes you require, your policy may not operate or not operate fully.

# Core Covers

## Material Damage Section (Policy pages 10–18)

### Significant Features and Benefits

Covers loss, destruction or damage to buildings including landlords fixtures and fittings, boundary walls, gates and fences, fixed glass and sanitary fittings

For residential buildings cover is also for domestic outbuildings and garages, swimming pools, tennis courts, terraces, patios, paths, cesspits, septic tanks and communal receiving antennae

No reduction in sum insured – sums insureds are not reduced following a claim subject to payment of the appropriate additional premium

Inflation clause – index linking provides automatic inflation protection

European Union and public authorities – costs incurred in rebuilding or repair to a standard required by the authorities

Capital additions – automatic cover up to £500,000 any one situation, maximum £1m any one period of insurance for newly acquired and/or newly erected buildings

Professional fees – covers the cost of architects, surveyors legal and consulting engineers fees

Removal of debris costs – up to its sum insured for any item

Alternative Residential Accommodation – for residential properties where the building is unfit for occupation up to 30% of the buildings, full contents and limited contents sums insured

Loss of Rent – for residential properties where the building is unfit for occupation up to 30% of the buildings sum insured

Temporary repairs – cost of temporary boarding up

Metered water, gas or heating oil – covers additional supply charges due to damage up to £5,000

Trace and access – costs of locating source of escape of water or fuel oil and repair costs up to £5,000

Landscaped areas – covers damage to grounds resulting from damage to the buildings up to £25,000

Contracting purchaser – your interest and that of the purchaser is protected during sale until purchase completion

Unauthorised use of electricity, gas or water – covers the unauthorised use of metered supply up to £10,000

Mortgagees, freeholders and lessors clause – protection for any act, omission, alteration or neglect by a leaseholder, lessee or mortgagor which increases the risk of damage

### Significant Exclusions or Limitations

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- theft, accidental/malicious damage, burst pipes or escape of oil in any building if unoccupied for more than 90 consecutive days
- theft of contents not involving forcible and violent entry to or exit from the premises, or to items in gardens or landscaped areas
- damage to fences, gates and property in the open caused by storm or flood
- damage due to terrorism (see Additional Information)
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, rust, corrosion, insects, vermin
- faulty or defective design workmanship or materials
- changes in water table level
- pollution or contamination
- Subsidence cover excludes
  - damage to walls, gates and fences, unless the building is also damaged
  - the settlement or movement of made up ground
  - coastal or river erosion
  - defective design or workmanship or the use of defective materials
  - damage which commenced prior to inception of this cover
  - damage as a result of demolition, excavation or other building work
- £100 excess applies, increasing to £500 for malicious damage and £1,000 for subsidence

#### Condition

You must notify us when any building, or part thereof, becomes unoccupied or untenanted for a period in excess of 180 consecutive days

# Core Covers

*continued*

## Material Damage Section (Policy pages 10–18)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Clearance of drains – covers costs and expenses incurred in cleaning drains, sewers and gutters following damage</p> <p><b>Optional Extensions</b> Cover can be extended to include:</p> <ul style="list-style-type: none"> <li>• Full Contents – covers loss, destruction or damage to your domestic furniture and furnishings (excluding valuables), minimum sum insured £10,000.</li> <li>• Limited Contents – covers loss, destruction or damage to carpets, curtains, interior sun blinds, light fittings, fridges, freezers, dishwashers, washing machines, dryers, cookers and microwaves, sum insured £5,000.</li> </ul>	

## Employers Liability Section (Policy pages 19–21)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one occurrence</p> <p>Cover extends to include:</p> <ul style="list-style-type: none"> <li>• Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services</li> <li>• Your partners, directors or employees</li> </ul> <p>Health and safety at work – provides legal and other costs incurred in defending prosecutions</p> <p>Court attendance costs – covers attendance as a witness in connection with the defence of a claim. Limits are:</p> <ul style="list-style-type: none"> <li>• £250 for each days attendance for partners and directors</li> <li>• £150 for each days attendance for an employee</li> </ul>	<ul style="list-style-type: none"> <li>• work on an offshore installation or travel to or from</li> <li>• liability arising out of the operation of a sling or cradle</li> <li>• injury to any employee where motor insurance is required by law</li> <li>• work on any supply, support or accommodation vessel or structure relating to an offshore installation</li> </ul>

## Property Owners Liability Section (Policy pages 22–27)

### Significant Features and Benefits

Covers legal liability to third parties for accidental injury or damage up to £5million any one claim

Cover includes the legal liabilities of:

- Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your partners, directors or employees
- Anyone you are carrying out work for under any contract in respect of that work

Cross liabilities – if more than one party is named as the Insured the policy will cover them separately subject to the overall policy limit

Overseas personal liability – covers a temporary visit to any other country made in connection with the business

Health and safety at work – provides legal and other costs incurred in defending prosecutions

Contingent liability for employees vehicles – indemnifies you against liability for vehicles not owned or provided by you in connection with the business

Data Protection Act – provides protection up to a limit of £100,000 in any one period of insurance

Defective Premises Act 1972 – protects you from potential liabilities for defects in properties let, sold or disposed of by you

Court attendance costs – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £250 for each days attendance for partners and directors
- £150 for each days attendance for an employee

Legionellosis Liability – covers your liability up to a limit of £500,000 due to escape of legionella from water systems

### Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or rectifying faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer or any water craft or aircraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of liability arising from products which attaches solely under the terms of an agreement
- injury, loss or damage arising from manual work carried out outside of the EU
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- loss or damage arising from or in connection with site clearance, excavation, extension or demolition work
- £100 third party property damage excess
- any liability in respect of pollution or contamination
  - in the USA or Canada
  - elsewhere unless due to a sudden, identifiable, unintended and unexpected incident
- any work or travel to or from an offshore installation
- Data Protection Act – excess is first 10% or £500, whichever is the greater, for each claim

#### Condition

You must notify us when any building, or part thereof, becomes unoccupied or untenanted for a period in excess of 180 days.

# Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify our Claims Handling Office:
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage
  - please provide your policy number and as much information as possible about the claim

## Allianz Claims Handling Office

Milton Keynes

PO Box 5525

Milton Keynes

MK9 2XR

Tel: 0844 871 0941

Lines are open 24 hours a day.

# General Exclusions *(Policy pages 7–9)*

- War and similar risks
- Any claim arising outside of the UK
- Radioactive contamination
- Riot and civil commotion in Northern Ireland
- Computer hardware or software damaged by programming or operator error, virus or similar mechanism, hacking, malicious persons or failure of external networks
- Failure of computers or other equipment to correctly recognise any date
- Terrorism except for:
  - Employers Liability where cover is limited to £5m
  - Public and Products Liability where a limit of £5m will apply unless a lower Limit of Indemnity is shown in the policy schedule

# General Conditions *(Policy pages 4–6)*

Certain important policy conditions apply to your policy. If you fail to comply with these conditions your policy may not operate or not operate fully.

Full details are contained in the policy documents and schedule, a copy of which is available on request.

## Policy Voidable – Duty of Disclosure

You have a duty under the policy to disclose all material facts. Material facts are those facts which are likely to influence us in the acceptance or assessment of your insurance and it is essential that you disclose them. This duty of disclosure applies at inception of the policy, during the period of insurance and at renewal. If you are in any doubt whether a fact is material, you should disclose it to us, since failure to do so could invalidate your policy, or result in a claim being repudiated. You should also consult HSBC Insurance Brokers for guidance about your duty of disclosure.

## Change in Circumstances

Your policy has been based on information you have provided. You must notify us as soon as possible of any change which may affect this insurance. In particular you should notify us:

- of any alteration in the ownership of your business or the nature of your business activities or working practices
- if any premises become unoccupied
- of any convictions, pending prosecutions or a police caution (other than for motoring offences)
- if your business is to be wound up or discontinued or carried on by a liquidator, receiver or administrator
- of any prosecutions under Health and Safety, Welfare or Environmental Protection legislation.

We will then advise you if policy cover will still be applicable, or of any change to the terms or conditions applying to your policy.

If you fail to notify us of any changes, your policy may not operate or not operate fully. If you are in any doubt about whether any change should be advised to us, please consult HSBC Insurance Brokers.

## Adequacy of Sums Insured – Underinsurance

You must at all times keep the Sums Insured at a level which represents the full replacement value of the property insured or the earnings of the business. If you fail to do so your policy may not operate fully.

Should you have any doubt about your sums insured, please consult HSBC Insurance Brokers.

## Specific Exclusions and Conditions

In addition to the policy standard terms and conditions, which apply to each section and to the policy as a whole, your individual policy may be subject to specific exclusions, terms, limits or conditions. These will be detailed within the policy wording and in the policy schedule.

## Survey and Risk Improvement Condition

If the policy has been issued or renewed subject to us carrying out a survey then it will be a condition of the policy that you must comply with all risk improvements required by us within timescales specified by us.

We reserve the right to amend the terms and conditions of cover if you do not comply with this condition.

# Additional Information

## Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**  
Allianz will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each business premises where your employees can see it easily.
- **Retention of Certificates**  
You are strongly advised to retain copies of Employers Liability Certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial disease, could be made many years after the disease is caused.

## Health and Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify workplace hazards
- have an induction and on-going training programme which is regularly reviewed and recorded
- have a nominated person responsible for Health and Safety.

## Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by us and that this fact is made known to the Insured Persons.

Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the following address for further information: Allianz Insurance plc, 57 Ladymead, Guildford, Surrey GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

## Terrorism Cover

In addition to the cover automatically provided, the policy (except for Legal Expenses) can be extended to provide Terrorism cover for an additional charge. For further information contact HSBC Insurance Brokers.

## Policy Limits

Higher limits may be available on request. Please ask HSBC Insurance Brokers for details.

# Further Information from your Insurance Adviser

## Other Insurances

This policy overview has summarised the areas of cover available under this Policy and any quotation provided will have been based upon the information you have provided. Please feel free to contact HSBC Insurance Brokers for further discussion if you wish to ensure that the cover or limits involved meet your requirements.

Whilst this Policy does provide cover in certain primary areas, there are various other insurance options that exist, some of which may be applicable to your own business.

Please let HSBC Insurance Brokers know if you require further information about any of the range of insurances detailed below.

## Professional Indemnity

Covers your legal liability for negligence, error or omission in performing professional duties (e.g. in professional advice given or design). This can extend to include libel, slander or infringement of copyright.

## Directors' and Officers' Liability

Covers the personal liabilities which can be imposed upon directors and officers for acts, such as breach of contract, authority or duty, neglect, misstatement etc., in their respective capacities.

## Financial Loss (Products)

Provides legal liability cover for accidental financial loss caused by defects in goods supplied in circumstances where there is no accompanying injury or damage (not the cost of replacing or recalling the goods).

## Product Guarantee

Covers your legal liability for products which fail to fulfil their intended function, are defective or harmful, thus requiring removal, alteration or replacement and the claimant's consequential loss. (Extremely limited insurance market available).

## Product Recall

Covers the cost of recalling goods whose consumption or use may cause you to incur a legal liability.

## Marine Transit

Covers loss or damage to imported or exported goods whilst in transit.

## Credit Insurance

Covers against loss arising as a result of your buyer's inability to pay for goods sold on credit (primarily as a result of their insolvency).

## Motor Insurance

Cover will be a requirement if you have vehicles or plant which are used in circumstances governed by Road Traffic Act legislation.

This list is by no means exhaustive and many other forms of insurance exist for which you may feel protection is required. These can be as varied as Bonds, Exhibition Cancellation and Pollution risks.

Please contact HSBC Insurance Brokers in relation to any areas (not necessarily mentioned here) where you feel your business could be potentially exposed to loss and they shall be happy to advise you further.



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