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# Summary of Cover



Part of the Eaton Gate group

## Residential Property Owners Policy

### About Your Policy

This document provides a summary of the cover provided by the Residential Property Owners Policy. This summary is provided to you for information purposes only and does not form part of your insurance contract. It does not fully describe all of the terms and conditions of your policy. You will find the full terms and conditions of the contract in the Policy Wording, a copy of which is available to download from our website.

The Residential Property Owners Policy has been designed to meet the demands and needs of residential property owners who wish to benefit from cover against some of the risks that may be encountered in the course of running a residential property portfolio. There are core covers that include buildings and landlords' contents, property owners liability and legal expenses. You may also select optional covers that are relevant to the needs of a residential property owner.

You should read this Summary of Cover in conjunction with your Policy Schedule, Statement of Fact and Policy Wording.

Normally, you will have to pay a contribution towards the cost of any claim (this is known as the excess). These excesses will vary according to the covers you have selected and/or our assessment of your risk. Your Policy Schedule will show the specific excesses applicable to your cover.

Amongst other Exclusions as standard your policy excludes most Terrorism cover. Please refer to the full terms and conditions of your policy. You are able to purchase additional cover from us to include some aspects of this risk if required.

To ensure that this Policy continues to meet your needs you should review and update your cover periodically.

Correct values at risk must be advised to us. If the sums insured, you request are not adequate this may result in the amount that your insurers pay to you in the event of a claim being reduced.

Cover will be granted on the understanding that you will cooperate with your insurers in any survey process and that you will comply with any requirement arising from any survey of your premises.

**About Your Cover** (Please refer to your policy document for full details of terms, conditions and exclusions)

All covers are optional and only apply if shown as operative on the Policy Schedule

Features and Benefits	Significant Exclusions or Limitations
<p><b>Section 1 - Property Damage</b></p> <p>If selected your buildings and landlords contents are insured against loss or damage caused by a standard range of perils as follows: fire lightning explosion earthquake impact from aircraft, storm, flood, escape of water, riot, malicious damage, escape of fuel or theft by forcible and violent entry to or exit from the Premises, accidental damage</p> <p>If stated on the Schedule we will also cover You against subsidence, ground heave, landslip and sprinkler leakage</p> <p>Coverage for water damage in a basement/cellar or below ground level is limited to £25,000 with a £2,500 excess</p> <p>In addition, cover is automatically extended to include:</p> <ul style="list-style-type: none"> <li>Architects surveyors legal and consulting engineers' fees</li> <li>Cables and Underground Services</li> <li>Capital Additions</li> <li>Clearance of drains</li> <li>Concern for Welfare Costs</li> <li>Contracting Purchasers Interest</li> <li>Debris Removal</li> <li>Debris Removal Residents Contents</li> <li>European Community and Public Authorities (including undamaged Property and sprinklers)</li> <li>Exceptional Measures</li> <li>Extinguishment and Alarm Re-Setting Expenses</li> <li>Gardening Equipment</li> <li>Glass Breakage</li> <li>Landscaped Gardens</li> <li>Loss of metered water heating oil or gas</li> <li>Removal of Nests</li> </ul>	<p><b>What is not covered:</b></p> <p>Subsidence, ground heave or landslip (unless specifically extended)</p> <p>Sprinkler Leakage (unless specifically extended)</p> <p>Acts of Terrorism</p> <p>Damage in respect of Premises Unoccupied for longer than 60 days arising from Escape of Water/Oil, Riot/Malicious Damage, Theft or Accidental Damage</p> <p>Storm damage to moveable property in the open, gates or fences</p> <p>Damage caused by mechanical electrical or electronic breakdown, programming or operator error Virus or Similar Mechanism or Hacking</p> <p>Damage to money, motor vehicles, caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft, drones, land piers, jetties, bridges, culverts or excavations, livestock growing crops, trees jewelry, precious stones, precious metals, bullion, furs, curiosities works of art or rare books</p> <p>Excludes fees incurred for preparing any claim</p> <p>Limited to £5,000 in respect of any one loss or £25,000 any one Period of Insurance</p> <p>Limited to the lesser of £250,000 or 10% of the Buildings sum insured and the lesser of £50,000 or 10% of the Landlords Contents sum insured</p> <p>Limited to £1,000 in respect of any one loss</p> <p>Limited to £5,000 in respect of any one loss or £25,000 any one Period of Insurance</p> <p>Excludes Pollution to property not Insured</p> <p>Limited to £2,500 in respect of any one Residential Unit or £25,000 in any one Period of Insurance</p> <p>Undamaged portions limited to 15% of the total value of the Property</p> <p>Limited to £10,000 in respect of any one loss or £50,000 any one Period of Insurance</p> <p>Limited to £25,000 in respect of any one loss</p> <p>Limited to £2,500 in respect of any one loss</p> <p>Limited to £500 for mirrors, lettering, alarm foil or ornamentation on glass</p> <p>Limited to £5,000 in respect of any one loss or £25,000 any one Period of Insurance</p> <p>Limited to £5,000 in respect of any one loss or £25,000 any one Period of Insurance</p> <p>Limited to £500 in respect of any one claim or £5,000 any one Period</p>

<p>Replacement locks</p> <p>Resident's Association Funds</p> <p>Temporary removal of Contents</p> <p>Trace and Access</p> <p>Tree felling and lopping</p> <p>Unauthorised use of utilities</p>	<p>of Insurance</p> <p>Limited to £2,500 in respect of any one loss or £25,000 any one Period of Insurance - £50 Excess applies</p> <p>Limited to £1,000 in respect of any one loss</p> <p>Limited to 10% of the Contents sum insured</p> <p>Limited to £25,000 in any one Period of Insurance</p> <p>Limited to £2,500 in respect of any one loss or £5,000 any one Period of Insurance</p> <p>Limited to £5,000 in respect of any one loss or £25,000 any one Period of Insurance</p> <p><b>Section Conditions</b></p> <p>The following conditions apply to Section 1 Property Damage. If they are not met we may not pay your claim</p> <p>Roof Maintenance</p> <p>Change of Tenancy</p> <p>Unoccupancy</p> <p>Fire Extinguishing Appliances</p> <p>Electrical Inspection</p> <p>Referencing and Inspection Condition</p> <p>Sub-Letting and Tenancy Period Condition</p>
<p><b>Section 2 – Loss of Rent &amp; Alternative Accommodation</b></p> <p>Covers Loss of Rental Income to the Sum Insured selected and the cost of alternative residential accommodation (up to 20% of the Buildings Sum Insured) in the event of damage to the premises rendering them unfit for habitation.</p> <p>In addition, cover is automatically extended to include:</p> <p>Prevention of access</p> <p>Prevention of access (non-damage)</p> <p>Disease</p> <p>Failure of Public Supply</p> <p>Rent Review</p> <p>Sale of Property</p>	<p><b>What is not covered:</b></p> <p>Interruption of or interference with the Business caused by any loss excluded under the insurance in force covering Your interest in the Property at the Premises other than loss which would have been covered had it not been for the application of an Excess</p> <p>Limited to £25,000 in respect of any one event</p> <p>Limited to £25,000 in respect of any one event</p> <p>Limited to £25,000 in respect of any one Period of Insurance and a 3 month indemnity period in any one Period of Insurance</p> <p>Limited to £25,000 in respect of any one loss</p> <p>Limited to a maximum increase of 100% of the Rent Sum Insured</p> <p>Limited to an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the lesser</p> <p><b>Section Conditions</b></p> <p>The following conditions apply to Section 2 Loss of Rent and Alternative Residential Accommodation. If they are not met, we may not pay your claim</p> <p>Unoccupied Buildings</p> <p>New Developments</p>

### Section 3 – Property Owners Liability

This section covers all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of Injury sustained by any member of the public or third party property damage in connection with your ownership of the Premises.

This Section also covers all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of obstruction trespass nuisance or interference with any right of way air or light or water or other easement and wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an Employee).

#### What is not covered:

Injury to any Employee

Any work away from the Premises other than non-manual commercial duties, collection or delivery

Loss of or Damage to any property owned loaned leased hired or rented to You

Damage to any property held in trust or your custody

Ownership possession use or work on any motor vehicle, craft intended to travel through air or space, other aerial devices, hovercraft or watercraft

Ownership of any land or Property not insured under Section 1 unless stated on the Schedule

Incidents involving any dog described in the Dangerous Dogs Act 1991

Any liability arising out of advice, instruction, consultancy, design, formula, specification, inspection, certification, testing or medical treatment

Any liability out of goods supplied other than the sale of food and drink or the disposal of previously used furniture and furnishings

Claims arising in the United States of America or Canada or from products supplied to the United States of America or Canada

<p>In addition cover is automatically extended to include:</p> <p>Additional Persons Insured</p> <p>Cross Liabilities</p> <p>Defective Premises Act</p> <p>Health and Safety at Work Act 1974 etc</p> <p>Consumer Protection and Food Safety Acts</p> <p>Payment for Court Attendance</p> <p>Personal Belongings</p> <p>Data Protection Regulations</p> <p>Overseas Personal Liability</p> <p>Indemnity to Individual Residents</p> <p>Corporate Manslaughter and Corporate Homicide</p> <p>Legionellosis</p>	<p>Pollution other than caused by a sudden identifiable unintended and unexpected incident anywhere other than the United States of America or Canada</p> <p>Claims arising from the manufacture production storage or handling of Asbestos</p> <p>Liability arising from Terrorism</p> <p>Our total liability shall not exceed the limit of indemnity stated on the Schedule</p> <p>Our total liability shall not exceed the limit of indemnity stated on the Schedule</p> <p>Excludes the cost of remedying any defect or alleged defect in such premises</p> <p>Limited to £1,000,000 any one Period of Insurance</p> <p>Excludes any fines penalties or awards</p> <p>any Employee - £150 per day</p> <p>any director or partner of the Insured - £250 per day</p> <p>Excludes effects being worked on or held for the purposes of being worked on</p> <p>Excludes the Costs and Expenses of rectifying rewriting reinstating or erasing Personal Data</p> <p>Excludes damage to property belonging to or in the custody or under the control of the individual</p> <p>Excludes liability of the Resident arising as occupier of any Residential Unit</p> <p>Limited to £1,000,000 any one Period of Insurance</p> <p>Our total liability shall not exceed the limit of indemnity stated on the Schedule</p>
<p><b>Section 4 - Employers Liability</b></p> <p>This section covers all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance. Cover is provided for manual work anywhere in the Territorial Limits and for non-manual work anywhere in the world providing the Employee is ordinarily resident in the Territorial Limits.</p> <p>In addition cover is extended to include:</p> <p>Payment for Court Attendance</p> <p>Injury to Working Partners</p> <p>Health and Safety</p> <p>Unsatisfied Court Judgements</p> <p>Additional Persons Insured</p> <p>Corporate Manslaughter and Corporate Homicide</p>	<p><b>What is not covered:</b></p> <p>Liability for which compulsory motor insurance is required</p> <p>Locations or work Offshore</p> <p>Injury as a result of Terrorism is limited to £5,000,000</p> <p>Any claim arising out of employment practices, disputes related to employment or prospective employment of any person or persons</p> <p>any Employee - £150 per day</p> <p>any director or partner of the Insured - £250 per day</p> <p>Provided injury is caused by another working partner proprietor or Employee</p> <p>Limited to £1,000,000 in any one Period of Insurance</p> <p>Provided the judgement relates to Injury which would be covered</p> <p>Our total liability shall not exceed the limit of indemnity stated on the Schedule</p> <p>Limited to £1,000,000 in any one Period of Insurance</p>

This Section covers solicitors and barrister's fees, court costs and your opponent's costs up to £50,000 if the court awards costs against you for the following:

- ✓ Repossession - A claim for repossession of private residential rented property where there is a mandatory legal ground on which you can rely to recover possession.

✓ Property damage nuisance and trespass - We will pursue a claim to obtain compensation or relief if your property or contents are damaged or affected by a public or private nuisance or trespass.

- ✓ Recovery of rent arrears

✓ Accommodation and storage costs - If you are unable to access your property to live in it yourself the insurer will contribute towards the cost of alternative accommodation for you and storage of your household contents.

- ✓ Prosecution defence - Where it is alleged you have committed an offence in your capacity as a landlord.

## What is not insured

**X** Claims that do not have a 51% chance or more of success.

**X** Circumstances existing before your cover starts.

☒ Costs that you incur without our consent or which exceed the sum we would pay a law firm from our panel.

**X** If your tenancy agreement started before you take out Landlords' Legal Solutions you will not be able to claim for a dispute with your tenant during the first 90 days of your cover.

**X** Prosecution of violent or dishonest acts, sexual or alcohol-related offences, illegal immigration and money laundering is excluded.

### Restrictions on cover

◆ Claims must be reported to us during the period of insurance.

♦ Accommodation costs are limited to £175 per day and £5,250 in total.

♦ Storage costs are limited to £50 per week and £300 in total.

♦ We will choose your lawyer from our panel unless there is a conflict of interest or the point has been reached at which proceedings need to be issued.

## Landlord's Emergency Solutions

**With one call to us, an approved contractor will come to your rented property and make emergency repairs if your property is affected by an unforeseen emergency. The policy will pay up to £500 for all contractor's costs & charges and parts & materials used relating to the same emergency.**

Our cover includes all the following emergencies:

- The complete breakdown of the main heating system
- Plumbing and drainage problems
- Damage which affects your property's security, including locks and windows
- If the only toilet is broken
- Loss of the power supply
- Lost keys
- Vermin infestation
- Residential alternative accommodation costs if your property is unsafe or uncomfortable to stay in.

Our service is available 24 hours a day, 365 days a year and for additional peace of mind all our permanent repairs are guaranteed for 12 months

### Key Limitations of Cover:

The claim must be reported to us as soon as possible after your tenant(s) first becomes aware of the emergency.

You always agree to use the contractor nominated by us.

Your tenant will have to settle the charges for residential alternative accommodation and we will reimburse the payment on our acceptance of your claim.

A central heating boiler will only be covered if it has been serviced within the last 12 months prior to a breakdown.

We will not cover any claim:

- involving LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw hr.
- involving a main heating system which is more than 15 years old
- relating to the blockage of supply or waste pipes due to freezing weather conditions
- arising from or relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- where costs have been incurred before we accept a claim
- where there is no-one at the property when the contractor arrives
- involving a pre-existing problem
- where damage has been caused by gaining access to the property
- arising from any wilful or negligent act or faulty workmanship
- for making permanent repairs once the emergency situation has been resolved
- for damage that is caused by finding the cause of your claim and making the repair
- relating to replacement of parts that gradually sustain damage or wear and tear over time
- relating to garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks.

## General Exclusions

## Date Recognition

Northern Ireland

## Terrorism

Deliberate or Criminal Acts	Pollution or Contamination	War and government action
Events before cover	Pressure Waves	Water Table
Loss of Data and e-risk	Radioactive Contamination and Nuclear Risks	Virus, Disease and Pandemic
Perfluorinated Substances		Power Outage
		Illegal Cultivation of Drugs

### Excesses

For details of the excesses applicable to your policy, please refer to the written quotation confirmation where we have provided you with a quotation or to your policy schedule if you have a live policy.

### Your Insurers

Your insurers will be specified on your quotation schedule and your policy schedule.

### Cancellation by You

To effect cancellation of Your Policy, You should contact the firm that arranged Your insurance with Us.

#### Cancellation by You during the cooling-off Period

This insurance provides You with a cooling-off Period to decide whether You wish to continue with this insurance. The cooling-off Period is for 14 days from the date You receive Your Policy documentation.

If a Period of less than 14 days has elapsed since You received Your Policy documentation, and You have not made a claim, You have the right to cancel the Policy and receive a refund of the premium You have paid:

- if at the date of cancellation Your Policy has not yet commenced, You will receive a full refund of the premium You have paid from us; or
- if Your Policy has already commenced, You will receive a refund of premium from us, equivalent to the unexpired Period of Cover on a pro rata basis.

Where You have made a claim and wish to cancel Your Policy You will not be entitled to a refund of premium.

#### Cancellation by You – after the cooling-off Period

If You have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current Period of Insurance, You will receive a refund of premium from us equivalent to the unexpired Period of Cover on a pro rata basis.

Where You have made a claim and wish to cancel Your Policy You will not be entitled to a refund of premium.

If You are paying the annual premium by monthly instalments, no further premiums will be collected from You once the firm that arranged Your insurance with Us received notice of cancellation from You, provided there have been no claims or incidents likely to result in a claim in the current Period of Insurance.

If You are cancelling the Policy and there has been a claim or incident likely to result in a claim in the current Period of Insurance the full annual premium must be paid by You. Cancellations will not be backdated.

### Cancellation by Us

We have the right to cancel Your Policy at any time if there is a valid reason. We may cancel this Policy by giving either You or the firm that arranged Your insurance with Us 7 days written notice by post or e-mail.

We will return to You a refund of premium equivalent to the unexpired period of cover on a pro rata basis. We will not return any premium if the amount is less than twenty five pounds (£25).

Valid reasons for Us to cancel Your Policy may include but are not limited to:

- You failing to co-operate with Us or send Us information or documentation as required by the terms of Your Policy where this significantly affects Our ability to process Your claim or deal with Your Policy;
- You fail to pay the full premium, in which case there shall be no refund of premium.
- You fail to comply with Our risk improvements or recommendations within the timescales given following a survey of Your Business
- You provide Us with incorrect information and fail to correct this when We ask You to.
- Your circumstances change that mean You no longer meet Our criteria for providing cover under the Policy;

- You use threatening or abusive behaviour or language with Our staff or suppliers.
- You make a fraudulent claim, in which case We may choose not to refund the premium

If You pay the premium by instalments and an instalment remains unpaid after 7 days, We may cancel this Policy immediately from the date the last instalment was due.

### Payment of Your Premium

Your broker will advise you how you can pay your premium and will let you know if there are any fees or charges applicable.

### Making a Claim

Specific claims contact details will be stated on your Policy Schedule. See conditions on Making a Claim under the Claims Conditions in Your Policy wording.

### Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Please see your Schedule for details of how we use your personal data and who we share it with

### Customer Complaints

We sincerely hope that You will be very happy with Your Policy, but We do recognise that on rare occasions mistakes can happen and things can go wrong. If Your complaint is about advice You may have received or the way Your Policy was sold to You please contact the insurance broker or intermediary firm who arranged Your Policy.

If You have a complaint about a claim under Your Policy, please contact the claims handling agent of Your Insurer directly. Their contact details can be found on the Schedule on the same numbers used by You to report a claim to Your Insurer.

Should You not be satisfied with the terms of cover provided under Your Policy or the service You have received please let Us know about it as soon as possible so that We can put things right and make sure it does not happen again. You can contact us using the details set out in the Schedule.

If You fail to reach Your Insurer or its claims handling agent, please contact the Eaton Gate customer services team directly:

- Telephone: 0333 234 1741
- By e-mail: [complaints@egmgu.co.uk](mailto:complaints@egmgu.co.uk)
- In writing to: Customer Service Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

Details of any internal complaint-handling procedures are available on request.

Details of any internal complaint-handling procedures are available on request.

We try to resolve all complaints internally. However, if You remain unhappy with Our response to Your complaint, or if We have not resolved it eight weeks after You first told Us about it, You have the right to refer Your complaint to the Financial Ombudsman Service (FOS).

If You want the FOS to consider Your complaint, You must refer it to them within six months of the date of Our final response to You.

You can contact the FOS at:

Website:	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>
Telephone:	0800 023 4567 (Free for people phoning from a "fixed line" (for example, a landline at home).
	0300 123 9 123 (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).
Email:	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
Post:	The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

This is a free and impartial service and You are entitled to contact the FOS at any stage of Your complaint. The FOS's decision is binding upon the Insurer, but You are free to reject it without affecting Your legal rights.

If You were sold this product online or by other electronic means and within the European Union (EU), You may refer Your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of Your complaint the ODR will escalate Your complaint to Your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>



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If You are unsure whether FOS will consider Your complaint or for more information please contact the ombudsman directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

Please check Your Schedule for any other service provided by Us to escalate and/or resolve Your complaint

### Governing Law and Language

You and We can choose the law which applies to this Policy. Unless You and We have agreed otherwise in writing, this Policy (including any contractual and non-contractual obligations arising out of or in connection with it) shall be subject to English Law.

Save in respect of the arbitration language set out in this Policy, the Courts of England shall have exclusive jurisdiction in all disputes connected with this Policy. Unless otherwise agreed the contractual terms and conditions and other information relating to this Policy will be in English.

### Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. You can check their website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate, or You can phone them on 0800 111 6768 or 0300 500 8082.

### Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd is covered by the Financial Services Compensation Scheme (FSCS) This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS;

- **Telephone** 0800 678 1100 or 020 7741 4100
- **By e-mail** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)
- **In writing to** Financial Services Compensation Scheme  
10th Floor,  
Beaufort House 15  
St Botolph Street  
London  
EC3A 7QU
- **Website** [www.fscs.org.uk](http://www.fscs.org.uk)

If you telephone FSCS then please have any relevant correspondence to hand.

### About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 20 St. Dunstan's Hill, London, EC3R 8HL. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

### Telephone Call Recording

**CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES**