



Important notice to policyholders

Landlords insurance

As a result of Insurance Act 2015 changes, we have updated some of the conditions in some of our policy wordings. From your renewal date, your policy wording will include these new conditions. The law now required that you make a Fair presentation of the risk you wish to insure.

What you need to do next

Please read the below alongside your new policy wording and schedule to understand which changes apply to you.

If you have any questions you should contact your insurance advisor.

What's changed

Please review your full policy wording and the following changes

1 – Conditions

Policy conditions introduction

This can be found on page 7 under the heading **Policy conditions**. The Insurance Act provides for different actions which are available to AXA in the event of a breach of a condition by a policyholder.

Arbitration condition

This can be found on page 7 under the heading **Arbitration condition**. We have made it clear that this condition does not apply to the liability sections of your policy.

Cancellation condition

This can be found on page 7 under the heading **Cancellation condition**. The cancellation condition is being changed to allow both parties the right to cancel the policy at any time. If we cancel your policy, we will provide a pro-rata refund of premium. If there has been a claim, the annual premium remains due in full.

Change in risk condition

This can be found on page 8 under the heading **Change of risk condition**. We are clarifying circumstances where you must tell us if there is any change to the risk that we are insuring. The policy will terminate if the change in risk is not accepted by us.



Fair presentation of risk condition

This can be found on pages 9 under the heading **Fair presentation of risk condition**. The Insurance Act means that the policy is no longer to be treated as void in the event of non-disclosure. The policy can remain in force following a breach of duty by the policyholder but actions by us will depend on whether a breach is deliberate or reckless or not.

Fraud condition

This can be found on pages 9 and 10 under the heading **Fraud condition**. The Insurance Act law specifies that we can only terminate the contract from the time of the fraudulent act and the condition has been amended accordingly. We confirm that we will not refund any premiums paid in the event of fraud.

Sanctions condition

This can be found on page 10 under the heading **Sanctions condition**. This has been introduced to all policies and relates to legal sanction, prohibition or restriction under United Nations resolutions.

Section conditions

These can be found on pages 27, 34, 43, 48, 51 and 60 under sections: **Buildings, Rental income, Property owners liability, Employers liability, Terrorism, Landlord's contents**. In line with the Insurance Act we clarify that we will not rely on breach of such a condition to refuse to pay a claim in circumstances where you show that the condition has no bearing on the loss.

The following amendments to defined terms, covers and extensions do not form part of the Insurance Act changes.

Meaning of defined terms – **Empty**

This can be found on pages 13, 31 and 53 under sections: Buildings, Rental income and Landlord's contents. We have increased the number of days for which you retain full cover when your property is empty from 30 days to 45 days.

Optional cover - **Accidental damage**.

This can be found on pages 15 and 56 under sections Buildings and Landlords content's. We now exclude accidental damage caused by domestic pets.

Optional cover – **Subsidence, ground heave and landslip Tree inspection and pruning condition**

This can be found on page 16 under section: Buildings. This condition now only applies to trees for which you are responsible.

Extension – **Additional metered oil and metered water**

This can be found on page 17 under section: Buildings. We now cover you for metered oil in addition to metered water and have increased the maximum amount we will pay you from £5,000 to £10,000.



Extension – Eviction of squatters expenses cover

This can be found on page 20 under section: Buildings. This is a new cover. We now cover you for legal expenses incurred in pursuit of proceedings to evict squatters from your property with our prior written consent. The maximum amount we will pay is £15,000.

Extension – Glass breakage cover

This can be found on pages 20 and 21 under section: Buildings. You are now covered for damage to fixed mirrors.

Extension – Illegal cultivation of drugs cover

This can be found on page 21 under section: Buildings. This is a new cover. We now cover you for clean up costs and remedial work where your property has been used to grow controlled substances, providing you comply with the conditions stated. The maximum amount we will pay is £5,000.

Extension – Loss of keys cover

This can be found on page 21 under section: Buildings. We have deleted the Theft of keys cover and replaced this with Loss of keys cover which is a wider cover. The maximum amount we will pay is £1000.

Extension – Malicious damage and theft by tenants cover

This can be found on page 21 and 22 under section: Buildings. This is a new cover. We now cover you for Malicious damage and theft by tenants providing you comply with the conditions stated. The maximum amount we will pay is £5,000.

Extension – Removal of nests cover

This can be found on page 23 under Section: Buildings. We have increased the maximum amount we will pay you from £250 to £1000.

Extensions – Tree felling or lopping cover

This can be found on page 24 under Section: Buildings. This is a new cover. We now cover you for the cost of lopping and felling of trees following damage. The maximum we will pay is £500 per claim and £2,500 in any one period of insurance.

Conditions – Empty properties condition

This can be found on page 28 under Section: Buildings. We now make it clear that during the period 1st October to 31st March all water systems must be drained to prevent damage caused by burst pipes.

Conditions – Fire extinguishing appliances condition and Flat roof condition

This can be found on page 29 under Section: Buildings. We have made it clear what will happen if you do not comply with this condition.



Extensions – Theft from outbuildings cover

This can be found on page 57 under Section: Landlord's contents. This is a new cover. We now cover theft of Landlord's contents from outbuildings. The maximum we will pay is £2,500.