



# LANDLORD'S INSURANCE POLICY SUMMARY





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This document consists of your policy summary and other key information you need to know about the insurance. It does not contain full details of the terms and conditions of the policy which can be found in your policy booklet. Please read the policy booklet carefully when you receive it and keep it for your future reference.

If you have any questions about this policy summary please contact your insurance adviser.

## Important Information

You must comply with the conditions of the policy for your cover to apply. These are shown under Important Information, General Information, General Conditions and Claims Conditions at the front of the policy booklet and also under the conditions part of each section. These conditions include, but are not limited to, taking reasonable care to prevent loss and limit damage as well as action you must take as soon as you are aware of a possible claim.

Each section of the policy contains exclusions applying to your cover and you must also refer to the General Exclusions at the front of the booklet to read and understand the exclusions that apply to the entire policy. In addition to these your policy schedule will detail any special exclusions, conditions or limitations applying only to your policy. These are described on your policy schedule as Endorsements.

## Who are the Insurers?

This policy is arranged and administered by Modus Underwriting Limited and underwritten by a select panel of UK leading insurers who are shown in your policy schedule.

## What is Landlord's insurance?

Modus Landlord's insurance is a multi section policy offering a range of covers. This summary outlines the cover which is available and your policy schedule shows those which you have selected as included.

All policyholders have access to help in an emergency via the Domestic Helpline and Legal Helpline.

# Modus Landlord's Insurance

## Features and Benefits of your Modus Landlord's Insurance policy

- **Domestic Helpline**  
24 hour advisory helpline following an emergency in your premises for which a tradesman's assistance is required. The helpline will source and deploy an approved tradesman to your premises. You will be responsible for the tradesman's charges.
- **Legal Helpline**  
24 hour advisory service for telephone advice on any legal problem of concern to you in connection with the insured premises.

## Summary of significant or unusual exclusions and limitations

- ☒ **We will not pay for:**
  - The amount you will have to pay towards each separate claim, your excess. The details of the excesses that apply to your policy are shown on your schedule.
  - Any amount above the limits which apply for certain cover; the limits are shown on your schedule and in your policy booklet.
  - Certain losses or damage when the premises are unoccupied for more than 30 days in a row.
  - Any loss or damage or liability arising out of activities of contractors.
  - Wear, tear and reduction in value.
  - Any damage caused by tearing, scratching, chewing or fouling by any pet or domesticated animal.
  - Any damage by a gradually operating cause.
  - Damage to jewellery, watches, precious stones, precious metals, bullion or furs.
  - Damage caused by:
    - the failure, wear and tear or lack of grouting or sealant
    - the action of light
    - corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, chewing, vermin or insects, corrosion, wet or dry rot, marring or scratching
    - inherent vice, latent defect, gradual deterioration
    - faulty or defective workmanship
  - Any loss or damage caused as a result of the property being used for illegal activities.

## Section 1 – Buildings

### Features and Benefits

#### We will pay for

- Buildings
- Landlord's fixtures and fittings
- Walls, gates, fences, patios, terraces, drives, yards, car parks, car ports, roads, pavements, underground pipes and cables
- Fixed glass, sanitary fittings, blinds and fitments.

#### What you are covered for

- Fire or lightning
- Storm or flood
- Theft or attempted theft
- Escape of water
- Explosion
- Earthquake
- Malicious persons
- Subsidence
- Accidental damage (your schedule will show if this cover is in force).

#### Extensions included as standard subject to certain limits

- Accidental damage to underground service pipes and cables.
- Ground rent – up to 2 years whilst uninhabitable up to a maximum of 10% of the buildings sum insured.
- European union and public authorities
- Professional fees reasonably incurred in the repair or reinstatement of the premises.
- Capital additions – up to 20% of the buildings sum insured or £2,000,000 whichever is less.
- Removal of debris following damage insured by this section.
- Damage by emergency services – up to £25,000.
- Contracting purchaser's interest.
- Trace and access – up to £25,000.
- Loss of metered water, electricity, gas and heating oil – up to £25,000.
- Unauthorised use of electricity, gas or water – up to £10,000.
- Alternative accommodation costs up to 20% of the buildings sum insured, whilst the building is uninhabitable for a period up to 24 months from the date of damage.
- Fly tipping up to £5,000.
- Removal of nests up to £1,000.
- Money/assault cover.
- Loss of or duplication of keys – up to £2,500.

### Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- The amount you will have to pay towards each separate claim, your excess. The details of the excesses that apply to your policy are shown on your schedule.
- Certain losses or damage when the premises are unoccupied for more than 30 days in a row. See the buildings section of your policy booklet for details.
- Damage to walls (not forming part of the structure), fences and gates caused by storm or flood or breakage or collapse of aerials, satellite dishes or falling trees.
- Malicious damage or vandalism caused by your employees, tenants or any other persons lawfully in your premises unless otherwise agreed and shown in your schedule.
- Theft or attempted theft caused by your employees, tenants or any other persons lawfully in your premises unless otherwise agreed and shown in your schedule.

#### Subsidence, ground heave and landslip

#### We will not pay for:

- Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless damage is also affecting the buildings and we have accepted this as a valid claim.
- Damage which originated prior to inception of cover.
- Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises.
- Damage resulting from groundworks or excavation at the same premises.
- Damage caused by:
  - the normal bedding down or settlement of new structures.
  - the settlement or movement of made-up ground.
  - coastal or river erosion.
  - defective design or workmanship or the use of defective materials.
  - fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.

## Section 2 – Landlord’s Contents

### Features and Benefits

#### We will pay for

- Fixtures and fittings (not forming a permanent part of the structure) furniture, furnishings, utensils and domestic appliances belonging to you or for which you are responsible as Landlord.
- Contents of common parts.
- Floor coverings.

#### What you are covered for

- Fire or lightning
- Storm or flood
- Theft or attempted theft
- Escape of water
- Explosion
- Earthquake
- Malicious persons
- Subsidence
- Accidental damage (your schedule will show if this cover is in force).

#### Extensions included as standard subject to certain limits

- Temporary removal of landlord’s contents and contents of common parts – up to £25,000.
- Replacement locks – up to £2,500.
- Removal of debris of tenants contents – up to £25,000.
- Loss of metered water, electricity, gas and heating oil – up to £25,000.
- Alternative accommodation costs whilst the premises are uninhabitable - up to 20% of the landlord’s contents sum insured.

### Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- The amount you will have to pay towards each separate claim, your excess. The details of the excesses that apply to your policy are shown on your schedule.
- Certain losses or damage when your premises are unoccupied for more than 30 days in a row. See the landlord’s contents section of your policy booklet for details.
- Damage in respect of moveable property in the open except garden furniture up to a maximum of £500 for any one claim.
- Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals.
- Curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £5,000.
- Damage caused by theft or attempted theft exceeding £2,500 in respect of property in any outbuilding detached from the main building.
- Damage to gates and fences caused by storm or flood or breakage or collapse of aerials, satellite dishes or falling trees.

#### Subsidence, ground heave and landslip

#### We will not pay for:

- Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building.
- Damage which originated prior to inception of cover.
- Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises.
- Damage resulting from groundworks or excavation at the same premises.
- Damage caused by:
  - the normal settlement or bedding down of new structures.
  - the settlement or movement of made-up ground.
  - coastal or river erosion.
  - defective design or workmanship or the use of defective materials .
  - by fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.

## Section 3 – Rent Receivable

### Features and Benefits

#### We will pay for

Loss of:

- Rent receivable if your buildings cannot be lived in or access to them is denied as a result of damage insured under section 1 buildings insured under this policy.

#### What you are covered for

- Fire or lightning
- Storm or flood
- Theft or attempted theft
- Escape of water
- Explosion
- Earthquake
- Malicious persons
- Subsidence
- Accidental damage (your schedule will show if this cover is in force).

#### Extensions included as standard subject to certain limits and conditions

- Loss of book debts.
  - Additional expenditure and outstanding debit balances following damage to your premises, for which liability has been admitted under section 1 buildings or section 2 landlord's contents, causing an interruption of the business which results in loss of rent receivable.
- Professional accountants' charges.
- Automatic rent review – maximum 100% increase.

### Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- Anything excluded under section 1 buildings.
- Loss of book debts as a result of erasure or distortion of information on computer systems or other records due to :
  - the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by damage to that machine or apparatus
  - defects in records
- Deliberate falsification of business records.
- Mislaying or misfiling of business records.
- Dishonest or fraudulent acts by any of your employees.

## Section 4 – Public Liability

### Features and Benefits

#### We will pay for

Legal liability to pay damages and associated costs for which you become legally liable to pay for compensation and claimants' costs and expenses in respect of:

- Accidental bodily injury including death or disease.
- Accidental damage to material property.
- Accidental obstruction, trespass, nuisance or interference with air, light, water or way.
- Wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy indemnity limit as shown in the schedule.

#### Extensions included as standard subject to certain limits

- Cross liabilities.
- Defective Premises Act 1972.
- Compensation for court attendance connected to a claim (up to £500 per day for partner/director and £250 for each employee).
- Additional persons insured.
- Worldwide personal liability.
- Contractors contingent liability.
- Health & Safety at Work Act 1974.
- Data Protection Act 1998 Corporate. Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000).

### Summary of significant or unusual exclusions and limitations

#### We will not pay for:

- The amount you will have to pay towards each separate claim in respect of damage to property, your excess. The details of the excesses that apply to your Policy are shown on your schedule.
- Any claim arising from ownership of buildings not insured under section 1 – buildings.
- Any claim arising from ownership of land unless we have agreed to provide cover.
- Injury or damage arising from any mechanically propelled vehicle or any vessel made to float on, in or travel through water, air or space.
- Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given.
- Goods which you supply, install, erect, repair or treat.
- The cost of rectifying or replacing defective work.
- Pollution or contamination other than caused by a sudden identifiable and unintended and unexpected incident.
- Damage to anything supplied, installed or erected by you if such damage is attributable to any defect therein.

## Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs, if you cancel your policy within 14 days of your policy starting or within 14 days of you receiving your documents (whichever is the later) we will return any premium paid in full.

If you cancel after those 14 days have passed we will return any premium paid as shown in your schedule less an amount for the period the policy has been in force.

We have the right to cancel your policy at any time by giving 14 days notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you. If we cancel your policy we will return the premium paid less the amount for the period the policy has been in force.

## How to make a claim

When you first become aware you may need to make a claim telephone the number shown in your schedule and follow these simple steps:

1. You will need your policy number; crime reference number (if relevant) and an estimate of the damage or loss
2. Speak to us before you make any arrangements for replacement or repair.

## Domestic Helpline

Use the helpline following an emergency in your premises for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to your premises you will be responsible for the tradesman's charges. Where appropriate we may substitute deployment of a tradesman with the provision of technical advice over the telephone giving you the means to rectify the problem yourself.

Simply telephone **0344 770 1041** and quote 'Modus'

## Legal Helpline

Use the 24 hour advisory service for telephone advice on any legal problem of concern to you in connection with the insured premises.

Simply telephone **0344 770 1044** and quote 'Modus'

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

## What to do if you have a complaint

We aim to provide the highest standard of service to every customer. We recognise that things do occasionally go wrong and if the service you have received does not meet your expectations you may follow the below complaints procedure.

**If at any time you have any query or complaint regarding the way the policy was sold, you should refer to the insurance intermediary who sold the policy to you.**

**If your complaint is about a claim, please contact:**

AmTrust Europe Complaints  
Amtrust Europe Limited  
Market Square House  
St James' Street  
Nottingham  
NG1 6FG

Telephone: +44 (0) 115 934 9852

E-mail: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)



**If your complaint is not about a claim or the way the policy was sold, please contact:**

The Managing Director  
Modus Underwriting Limited  
85 Gracechurch Street  
London  
EC3V 0AA

Telephone: +44 (0) 345 437 0361

E-mail: [complaints@modusunderwriting.com](mailto:complaints@modusunderwriting.com)

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: <http://www.financial-ombudsman.org.uk/default.htm>

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

By Telephone on 0800 023 4567 or 0300 123 9123 or by Email  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **Compensation**

Modus Underwriting Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## **Details about our regulator**

Modus Landlord's insurance policies are underwritten by a select panel of UK leading insurers and authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), alternatively you can contact them on 0800 111 6768. Calls may be recorded.

## **Financial Services and Markets Act**

Under the Financial Services and Markets Act 2000, should The Company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk).



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which is authorised and regulated by the Financial Conduct Authority FRN:312848.  
For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>