



# THE RETAIL MUTUAL

PROTECTING OUR INDEPENDENT RETAILERS

## RESIDENTIAL LANDLORDS' COVER SUMMARY

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The Retail Mutual is a trading name of The NFRN Mutual Limited, a company registered in England and Wales, number 3810528, registered office 7 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB. The NFRN Mutual Limited is authorised and regulated by the Financial Conduct Authority, FRN: 312391.

The NFRN Mutual Limited is managed by Regis Mutual Management Limited, a company registered in England and Wales, number 4194000, registered office 7 Maltings Place, 169 Tower Bridge Road, London, SE1 3JB. Regis Mutual Management Limited is authorised and regulated by the Financial Conduct Authority, FRN: 479202.

## CONTACT DETAILS

### Claims

**If you need to report an incident or talk to us about a claim**

Monday – Friday  
9.00am to 5.00pm  
0333 2121 008

All other times  
01424 850 333

[claims@theretailmutual.com](mailto:claims@theretailmutual.com)

### Member Services

**If you want to talk to us about your cover**

Monday – Friday  
9.00am to 5.00pm  
0333 2121 006

[info@theretailmutual.com](mailto:info@theretailmutual.com)

### Sales

**If you would like a quote for a new property or business,  
home or landlords' cover**

Monday – Friday  
9.00am to 5.00pm  
0333 2121 007

[info@theretailmutual.com](mailto:info@theretailmutual.com)

### Write to

The Retail Mutual  
No 1 Guildhall Square  
Portsmouth  
PO1 2GJ

Fax 01892 535480

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## Important information

This Cover summary is designed to give you general information about your cover with us including anything significant that we do not cover and what you have to do to make sure your cover is valid. It is not your actual cover; this is shown in your **Certificate of Entry** and **Residential Landlords' Cover Wording**. Please read both those documents to understand what is and what is not covered.

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## Certificate of Entry

Your **Certificate of Entry** shows the Sections of the **Residential Landlords' Cover Wording** included in your cover and if you have cover for accidental damage. It also includes your details, the cover period, some limits of cover, the excesses, any special terms that apply and the amount of your contribution. Please check your **Certificate of Entry** carefully. If there are any mistakes, if any information is missing, if you want to change your cover, or if you have any questions about your **Certificate of Entry** please let us know straight away. We will send you a new **Certificate of Entry** at each renewal and when your cover is changed.

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## Cover wording

Your **Residential Landlords' Cover Wording** sets out the different Sections of cover. Each section tells you what is covered and what is not covered. It explains how to make a claim, when and how we may agree to make a payment and the conditions and exclusions that apply.

Your **Residential Landlords' Cover Wording** explains when you should tell us about any changes that could affect your cover and what you must do to keep your property safe.

Please read your **Residential Landlords' Cover Wording** carefully to make sure you understand the terms and conditions. If you have any questions about your Residential landlords' cover wording please contact us.

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## What is a Mutual?

A Mutual exists to serve and protect its Members. It has no shareholders so is not run to make a profit for shareholders. All Members pay contributions into the Mutual scheme and are entitled to attend the

Annual General Meeting and vote on important matters, which include who is on the Board.

The Retail Mutual has insurance with Builders Direct SA which means that if the cost of claims agreed are more than expected there is cover in place to make sure those claims can be paid.

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## What is the Retail Mutual Landlords' Cover designed to cover?

We provide cover to help with financial loss for things like damage to buildings and contents. We also cover your legal liability to the public, legal costs if you are prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007, unpaid rent and injury while involved in any activity connected to your business as a landlord.

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## Who manages this cover?

We have appointed Regis Mutual Management Limited to handle day-to-day management and administration. Regis Mutual Management Limited is authorised and regulated by the FCA. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

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## Duration

Your Cover normally lasts for 12 months from the date shown on your Certificate of Entry and can be renewed annually. You should review and update your cover from time to time to make sure it meets your needs and circumstances.

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## Information and changes

It is very important that you answer the questions we ask you accurately and to the best of your knowledge when you first arrange cover, make changes, renew or make a claim. You must tell us about any changes to your circumstances, any new expensive items you have bought or if anything has happened that means you would give different answers to the questions you gave before.

If you do not tell us about any changes or your answers to our questions are not accurate we may not be able to help you with all or part of your claim and your cover may not be valid.

## Cooling off period

We hope that you are happy with your **Retail Mutual Landlords' cover**. If you decide that you do not want the cover, you can cancel it in the first 21 days from:

- when a cover period first starts or
- when you first receive or can access full details of your cover if this is after the cover period starts

We will give you a full refund of the contribution you have paid for the period of cover unless you have made a claim or there is a potential claim.

## Cancellation

You can cancel your cover at any time after the end of the cooling off period and, if you cancel, you must tell us if anything has happened that could result in a claim.

If you cancel, you may be entitled to a refund of some of your contribution provided you have not made a claim in the current cover period.

We can cancel your cover by giving you at least 14 days' written notice but you may still be able to claim for something that happened before the cancellation date. If we cancel we may refund the contribution already paid for the rest of the current cover period.

## Non-Payment

If you do not pay your contribution on the day you should pay it, your cover will stop. We will contact you to tell you your cover has stopped or will stop and give you the opportunity to make the payment. If we do not receive your payment by the date set, we will assume you do not want to continue your cover.

## Making a claim

To make a claim under all Sections you can:

- call **0333 2121 008** Monday – Friday 9.00am to 5.00pm and **01424 850 333** at all other times
- email us at **claims@theretailmutual.com**
- write to us at **The Retail Mutual, No 1 Guildhall Square, Portsmouth, PO1 2GJ**

Full details of what you need to do about a claim can be found in your **Residential Landlords' Cover Wording**

## How to complain

We hope that you will be pleased with our service and cover protection. If you are unhappy with anything we have done or not done and you want to complain you can:

- call **0333 2121 008**
- email us on **info@theretailmutual.com**
- write to us at **The Retail Mutual, No 1 Guildhall Square, Portsmouth, PO1 2GJ**

We will do our best to resolve your complaint without involving you any more than we need to. Further details of our Complaints process are contained in your **Residential Landlords' Cover Wording**.

## Renewing your cover

Before each renewal date, we will tell you the contribution and the terms and conditions that will apply for the following year. If you wish to change your cover or to cancel it then please tell us before the renewal date.

If you pay by direct debit we will automatically collect your contribution unless you have told us you do not want to renew this way. For payments by credit or debit card, you must make your payments by the renewal date.

## The law and language applicable to the cover

Under UK law, you and we may choose the law that applies to this cover. Unless you and we agree to use a different law, the law of the part of the UK, Channel Islands or the Isle of Man you live in will apply to this cover. You and we agree that any legal proceedings between you and us about this cover will take place in the Courts of the part of the UK, Channel Islands or the Isle of Man you live in.

English language is used in your cover and any communications.

# COVER SUMMARY

## SECTION 1 BUILDINGS

### Significant features & benefits

Cover for the buildings shown in your **Certificate of Entry** against a range of events including fire, smoke, explosion, lightning, earthquake, storm or flood, theft or attempted theft, impact by aircraft/aerial devices, animals and vehicles, falling trees, lamp posts and electricity pylons, escape of water or fuel, riot and civil commotion, malicious damage, subsidence, heave or landslip and accidental damage

#### Other costs and covers

- Additions and alterations
- Emergency access
- Fixed glass and sanitary ware
- Locks and keys
- Lost rent and alternative accommodation
- Public Authority and European Union requirements
- Selling the property
- Trace and access
- Unauthorised use of services
- Underground services
- Unfixed building materials

### Significant exclusions

- Freezing in certain circumstances
- Any roof covered with roofing felt that is more than 10 years old
- Loss or damage when the property is unoccupied
- Theft and/or malicious damage by tenants
- Loss or damage to television or radio aerials, satellite dishes, fittings or masts and security equipment
- Overflowing water from washbasins, showers or baths

(continued)

- Riot, civil commotion and malicious damage in Northern Ireland
- Normal settlement, expansion or shrinkage
- Settlement or movement of made- up ground
- Coastal or riverbank erosion
- A change in the water table level
- Wear and tear

#### Special Conditions:

- Inspection of flat roofs every 2 years
- Fire and security precautions
- Inspection of gas appliances annually
- Property not lived in

## Standard limits & excess

You choose the limit of cover for Section 1 Buildings which applies to all parts of the section except the following parts that have their own limits

- Additions and alterations 10% of the limit you choose
- Emergency access £10,000
- Fixed glass and sanitary ware 10% of the limit you choose
- Locks and keys £500
- Lost rent and alternative accommodation 10% of the limit you choose
- Public authority and European Union requirements 10% of the limit you choose
- Trace and access £2,000
- Unauthorised use of services £2,000
- Underground services 10% of the limit you choose
- Unfixed building materials 5% of the limit you choose

The standard excess for this Section is £50 or you can choose to have a higher excess

The excess for Subsidence, heave or landslip is £1,000

## SECTION 2 LANDLORDS' CONTENTS

### Significant features & benefits

Cover for Landlord's contents against the range of events outlined in Section 1 other than accidental damage which is only covered if you have asked for it and it is shown on your **Certificate of Entry**

#### Other costs and covers

- Lost rent and alternative accommodation
- Removal of tenant's debris
- Temporary removal of landlords' contents

### Significant exclusions

- Tenant's contents, improvements, alterations and decorations
- Money and cards
- Carpets or permanently fitted flooring

(continued)

- Valuables including jewellery, watches, precious stones
- Frost
- Escape of water from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank
- Contents in the open
- Loss or damage when the property is unoccupied
- Theft or accidental damage by a tenant
- Damage caused by domestic pets
- Freezing in certain circumstances
- Overflowing water from washbasins, sinks, showers, baths
- Riot, civil commotion, and malicious damage in Northern Ireland
- Normal settlement, expansion or shrinkage
- Settlement or movement of made- up ground
- Coastal or riverbank erosion
- A change in the water table level
- Compaction of infill within the first 10 years of building construction
- Wear and tear

#### Special Conditions:

- The same as Section 1 Buildings

### Standard limits & excess

You choose the limit of cover for Section 2 Landlords' contents which applies to all parts of the section except the following parts that have their own limits

- Lost rent and alternative accommodation 10% of the limit you choose
- Removal of tenant's debris £50,000
- Temporary removal 10% of the limit you choose

The standard excess for this section is £50 or you can choose to have a higher excess

The excess for Subsidence, heave or landslip is £1,000

## SECTION 3 PUBLIC AND PROPERTY OWNER'S LIABILITY

### Significant features & benefits

Your legal liability as a Landlord for accidental death, bodily injury or damage to someone else's possessions

#### Other costs and covers

- Section 13 of the Data Protection Act 1998
- Section 3 Defective Premises Act 1972
- Article 5 Defective Premises (Northern Ireland) Order 1975
- Motor liability (non-owned vehicles)
- Work under agreement – additional persons
- Indemnity to principal
- Pollution and remediation costs
- Court attendance costs

## Significant exclusions

- Death or injury to a member of your family or a tenant
- Liability under Road Traffic Act
- Professional negligence or advice
- Liability arising out of something you supply, install, erect, repair or alter
- Asbestos
- Fines or penalties
- Breach of contract
- Any amount you are legally liable to pay to clean up, stop or minimise pollution under the Environmental Damage (Prevention and Remediation) Regulations 2009

## Standard limits & excess

You choose the limit of cover for Section 3 Public and property owner's liability which applies to all parts of the section except the following parts that have their own limits

- Accidental death, injury and damage to possessions £2,000,000
- Defective Premises Act 1972 £2,000,000
- Motor liability (non-owned vehicles) £2,000,000
- Indemnity to principal £2,000,000
- Pollution and remediation costs £2,000,000
- Court Attendance Costs £500 each person each day

Standard excess £50 for damage to possessions

## SECTION 4 PROSECUTIONS

### Significant features & benefits

Defence costs, prosecution costs awarded against you and the cost of an appeal against a conviction should you be prosecuted under the Corporate Manslaughter and Corporate Homicide Act 2007

### Significant exclusions

- Prosecutions resulting from any deliberate or intentional criminal act
- Costs and expenses to comply with any remedial or publicity order
- Costs related to appeal any fine, penalty or compensation award

### Standard limits & excess

- Corporate Manslaughter and Corporate Homicide Act 2007 £2,000,000

Other prosecutions £500,00 Standard excess £50

## SECTION 5 UNPAID RENT

### Significant features & benefits

(optional and only included if you have asked for it and it is shown on your **Certificate of Entry**)



## Significant exclusions

- Students or tenants who are receiving housing benefit unless a guarantor is legally assigned and there is evidence of a satisfactory credit reference

## Standard limits & excess

You choose the limit of cover for this section

- Unpaid rent, the limit of cover you choose