

Property Owners Insurance Summary of Cover

This insurance is provided by:

Brit Insurance
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

T: 020 7984 8500
F: 020 7984 8501
www.britinsurance.com

Registered in England and Wales No. 0824611
Authorised and regulated by the Financial Conduct Authority
A member of the Brit Insurance Group

Please read this document carefully

This document is a summary of the insurance provided by the Property Owners Insurance policy. It contains references to the key features and benefits of the policy, as well as references to significant and unusual exclusions and limitations. This summary is provided to you for information purposes only and does not form part of your insurance policy. This document does not contain the full policy definitions, terms, exclusions and conditions. You can find the full terms and conditions of the Property Owners Insurance in your insurance policy wording. A copy of your policy wording is available from your insurance broker and can also be obtained from Brit Syndicates Limited on request.

It is important that you read your insurance contract fully before making any decision about your business insurance.

Aims of the Policy

This policy is intended to provide you with protection against some of the risks you face. We aim to ensure that the critical risks you are exposed to, are covered by this policy and that you receive adequate financial compensation following an insured event taking place.

The Property Owners Insurance Policy provides cover for:

- Property Damage
- Loss of Rent
- Terrorism
- Property Owners' Liability
- Employers' Liability
- Legal Expenses

Your Commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The policy is issued for a 12-month period unless you request otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

Our Obligations

We undertake to provide cover to your business according to the terms of the policy schedule and the accompanying policy documents. Please make careful note of the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this policy is subject to specific limits and excesses. Please refer to your broker and the policy wordings for full details.

Section 1 – Property Damage

Insured Perils

The Policy covers damage arising from any of or all the following Perils depending on whether they are stated as covered in your Schedule:

- Accidental Damage
- Aircraft or other aerial devices or articles dropped or falling therefrom;
- Breakage or collapse of aerials or their fittings or masts
- Earthquake;
- Escape of water from any tank, apparatus or pipe or escape of oil from a fixed oil fired heating installation;
- Explosion;
- Fire (including subterranean fire and caused by spontaneous heating or fermentation), lightning, explosion of boilers or gas used for domestic purposes only;
- Impact by any vehicle or animal;
- Malicious persons;
- Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances;
- Storm or flood;
- Subsidence, ground heave and landslip;
- Theft.

Extensions to Section 1

- Capital additions, alterations and improvements to the premises up to a limit of GBP 1,000,000 or 10% of the sum insured of the category of acquisition, whichever is the lesser.
- Clearing of drains following damage up to a limit of GBP 5,000
- Replacement of locks up to a limit of GBP 1,500.
- Charges related to loss of metered water following damage up to a limit of GBP 10,000
- Additional costs for complying with European Union legislation and Public Authority Regulations, up to sum insured of the Damage Property
- Damage to landscaped grounds by fire brigade and Emergency services up to GBP 10,000;
- Removal of Wasps nest and vermin infestation up to GBP 2,500;
- Contents temporary removed from the premises up to a limit of 25% of the relevant sum insured
- The cost of temporary repairs following damage up to GBP 25,000;
- Tracing any leak and repairing damage following escape of water or leakage from a fuel tank up to a limit of GBP 10,000;
- Cost of use of electricity, gas or water by persons in unauthorised possession of the Premises up to GBP £5,000 ;
- Comparable Alternative Accommodation for tenants and their pets in case of residential premises.

Exclusions to Section 1

- Damage caused by latent defect, defective design or materials, gradual deterioration, wear and tear
- Explosion of a steam pressured boiler (but not a Boiler used for domestic purposes only)
- Damage caused by corrosion, rust, wet or dry rot etc
- Damage caused by mechanical or electrical breakdown
- Damage caused by theft of property in the open or outbuildings
- Subsidence or normal settlement of new structures
- Unexplained disappearance
- Erasure or distortion of information on computer systems or other records
- Damage resulting from cyber related intrusions;
- Damage by fire following any process involving the application of heat;
- Theft or attempted theft or malicious damage caused by persons lawfully on the premises

Conditions to Section 1

- All fire prevention aids and extinguishing appliances being maintained in efficient working order.
- If non-residential Buildings become unoccupied, we must be immediately informed and additional conditions, exclusion and / or premium may apply.

Section 2 – Loss of Rent

Cover for loss of rent, increased cost of working and the cost of re-letting

Extensions to Section 2

Loss of Rent, increased cost of working and re-letting resulting

- In Capital additions, alterations and improvements to the premises up to a limit of GBP £100,000
- from Denial of Access to the Premises arising from Damage within 250 meters from the Premises up to a limit of GBP £50,000
- from Disease, infestation, defective sanitation, murder, suicide or poisoning up to a limit GBP £50,000
- from outbreak of Legionellosis up to a limit of GBP £500,000
- from damage to the Managing Agent's property
- from damage to the Premises of supplying Public Utilities up to a limit GBP £50,000 ;
- from use or access to the Premises being hindered by unauthorised occupants or persons believed by government agencies to be terrorists.

Conditions to Section 2

- If the business is wound up or carried on by a liquidator, cover provided by this section will cease
- Following a loss the Insured must take all reasonable action to avoid or minimise any interruption to the business

Extensions to Section 2

The exclusions for this section are broadly in line with Section 1.

Section 3 – Terrorism –Applicable solely to Insureds acting in a commercial capacity

Cover for loss or damage by Acts of Terrorism certified as such by HM Treasury or HM government

Property insured is the same as that detailed under:

Section 1 – Property Damage

Section 2 – Loss of Rent Receivable

Conditions to Section 3

Cover only applies for premises in England, Wales or Scotland

Exclusion to Section 3

- Chemical, biological or radioactive contamination
- Riot, civil commotion, war, invasion, acts of foreign enemies
- Claims arising from marine, aviation transit and motor policies
- Electrical, digital or cyber risks
- Nationalisation, requisition, detention, embargo, quarantine or confiscation or seizure or destruction
- Any action controlling, preventing, suppressing, retaliating against or responding to any Act of Terrorism.

Section 4 – Property Owners Liability

Cover for accidental injury to person, damage to property, nuisance and personal injury in connection with your Business

Extensions to Section 4

- Cross liabilities- if the insured comprises more than one party, all shall be indemnified
- Contingent motor liability
- Overseas personal liability if the insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Legal liability for damages, costs and expenses arising from Section 13 of the Data Protection Act 1998 or subsequent legislation
- Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or subsequent legislation
- Legal liability for damages, costs and expenses in respect of Injury caused by legionellosis arising out of your Business
- Legal liability arising from environmental protection directives or legislation for damages, costs and expenses and statutory clean-up costs following Pollution and Contamination
- Legal liability for legal defence costs in respect of breach of Health and Safety at Work legislation;
- Legal liability in respect of defence of criminal proceedings in respect of Corporate Manslaughter and Corporate Homicide Act 2007 up to a limit of GBP 5 million any one claim
- Compensation for court attendance up to GBP500 per day for directors or partners and GBP 250 per day in respect of other employees

Exclusions to Section 4

- Any loss resulting from pollution contamination
- Any loss resulting from the use of mechanically propelled vehicles
- Any loss resulting from the use of any vessel or craft
- Property in the care, custody or control of the insured
- Offshore work
- Legal liability assumed under contractual liability
- Defamation, libel or slander
- Cyber Liabilities
- Loss of use without Damage

Section 5 – Employers' Liability

Cover for legal liability for damages in respect of employees arising out of or in course of their employment with you.

Extensions to Section 5

- Cover under this Section includes unsatisfied court judgements,
- Legal liability for legal defence costs in respect of breach of Health and Safety at Work legislation;
- Legal liability in respect of defence of criminal proceedings in respect of Corporate Manslaughter and Corporate Homicide Act 2007 up to a limit of GBP 5 million any one claim
- Compensation for court attendance up to GBP500 per day for directors or partners and GBP 250 per day in respect of other employees.

Exclusions to Section 5

- Road traffic legislation
- Medical and repatriation costs

Section 6 – Legal Expenses

Cover for Legal Expenses incurred by the Insured:

- to secure the eviction of squatters;
- in negotiating for the Insured's rights after an incident of physical damage to the Insured Premises;
- in trying to obtain possession of any Insured Premises from an individual, company or partnership to which the Insured Premises has been let for people to live in;
- in trying to recover any arrears of rent owed to the Insured in respect of any Insured Premises up to the date on which vacant possession of the Insured Premises is obtained;
- as a result of any criminal proceedings first initiated against the Insured and notified to the Insurer during the Period of insurance provided that the criminal proceedings directly relate to the letting of the Insured Premises.

Exclusions to Section 6

- any Legal Expenses or legal action incurred without or prior to the Claims Manager's written consent;
- dispute involving your legitimate tenant;
- dispute relating to occupation by squatters prior to the inception of this Policy;
- any dispute between the you, us, the Claims Managers or the your Appointed Representative;
- any Legal expenses claim if you are declared bankrupt or have filed for bankruptcy or if your business is liquidated or in the control of a receiver or administrator or you have made an agreement or deed arrangement with the creditors;
- any Legal Expenses claim arising from:
 - the ownership, possession of or use of any vehicle; or
 - any investigation by HMRC or the Department for Work and Pensions; or
 - assault, violence, fraud, conspiracy to defraud, dishonesty or malicious falsehood; or
 - the manufacture, dealing in or use of alcohol, illegal drugs or indecent or obscene materials; or
 - any illegal immigration; or
 - any money laundering offence under Part 7 of the Proceeds of Crime Act 2002; or
 - Bribery and corruption;
 - Contravention of sanctions.

Conditions to Section 6

Notice must be given to us immediately as you are aware of squatters occupying your premises.

- Prior written consent must be obtained from the Claims Manager before incurring any legal expense.
- You shall be responsible for payment of legal expenses but these can be settled directly with the Appointed Representative if requested.
- If a claim is settled or withdrawn without our consent or agreement, we are entitled to reclaim any legal expenses already paid to you.

General Conditions and Exclusions

General Policy Conditions

- You have to notify us of any incident which may give rise to a claim.
- You must cooperate with us in the event of a claim.
- In the event of an incident, you must take all reasonable steps to minimise any loss.
- Any alteration to the risk must be advised and accepted by us.
- Arbitration shall apply in the event of a dispute regarding a claim.
- In the event you are found to have committed a fraudulent act in relation to this policy, all cover under this Policy shall be void.
- You are required to take all necessary precaution and reasonable care to avoid a loss.
- All security alarms, fire alarms and protections must be kept in full working order and properly maintained.

You must notify us immediately as any Building becomes unoccupied and ensure:

- That mains supply services are disconnected with water systems drained
- The premises are inspected internally and externally once a week
- All windows and doors are properly secured
- The building and grounds are properly maintained in good repair
- No refurbishment or renovation is undertaken without our prior consent

For full details of all conditions please refer to the policy wordings.

General Policy Exclusions

- Loss resulting from fungal pathogens or any form of or any form of bacterial contamination.
- Loss resulting from civil commotion or actions of any unlawful associations in Northern Ireland
- Loss resulting from radioactive contamination, war, sonic boom and confiscation
- Loss resulting from pollution or contamination
- Loss resulting from terrorism, where not insured under Section 3
- Loss resulting from biological and chemical contamination
- Loss resulting from a change in the water table

For full details of all exclusions please refer to the policy wordings.

Further Information

Data Protection Act 1998

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as personal or sensitive. All data collected, including personal and sensitive data, will be kept secure at all times in accordance with the provisions of Data Protection Act 1998. We will also monitor and record our communication with you for compliance and training purposes.

Where we provide cover to you under the Employers' Liability (Compulsory Insurance) Regulations 1998, we are required by regulation to maintain a database and add details of all the companies and subsidiaries covered to the Employers' Liability Tracing Office database.

In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). We will ensure that such transfers outside the European Economic Area comply with the data protection law and that the information is kept secure and protected from unauthorised access.

If you knowingly provide us with false or inaccurate information and we suspect you of fraud, we will record our suspicions and make the information available on databases recording suspected fraudulent behaviour which other organisations will have access to.

Should you wish to receive a copy of the information we hold on you, or wish to correct any inaccuracies in your information or have any queries in relation to your information, please contact:

Data Protection Officer
Brit Insurance
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Cancellation

We may cancel the insurance by sending you a 14 (fourteen) days' notice by recorded delivery letter to your last known address stating the reason for cancellation. Where this condition is exercised, you will be entitled to a return of premium in respect of the unexpired portion of the period of insurance, after any adjustments provided no claims have been made for the period of insurance.

Claims

In the event of a claim or any incident which may give rise to a claim you will be required to notify us either via the broker or intermediary or by contacting us directly via the Claims Notification provided in your Policy. In respect of Public Liability and Employers' Liability claims, further conditions apply with respect to notifications and submission timeframes. Please refer to the Policy wordings for the complete terms and conditions for making a claim.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
10th Floor
Beaufort House
5 St Botolph Street
London
EC3A 7QU

Tel: 020 7741 4100
0800 678 1100
Fax: 020 7741 4101

Website: www.fscs.org.uk

Complaints Procedure

We strive to provide an excellent service to all our customers but occasionally things can go wrong. We take all concerns seriously and endeavour to resolve all customers' problems promptly. If you have a question or concern about your policy you should, in the first instance, follow the guidance notes or instructions in the insurance documentation you have been sent. Your broker will also be able to advise you and provide assistance in this regard.

Alternatively, if you wish to contact us directly you should either write or telephone:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AB

Telephone: 0044 (0) 20 385 70000
Facsimile: 0044 (0) 20 385 70001
Email: BGS.Complaints@britinsurance.com

In the unlikely event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to us at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7237 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Should you remain dissatisfied after Lloyd's has considered your complaint and you are NOT a policyholder in the UK, you should, in the first instance, seek advice from your broker as to whom you should direct your complaint.

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>.

If you are a policyholder in the UK, you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Helpline: 0800 0234 567
0044 20 7964 0500 (if outside UK)

Switchboard: 0044 (0) 20 7964 1000
Facsimile: 0044 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect your rights under this policy but if you are not an eligible complainant then the informal complaint process ceases.