

Property Owners

Policy Summary



Summary Overview

This policy summary is to help you understand the cover that your insurance provides. It summarises the key features and benefits of your **Property Owners All Risks** policy together with significant exclusions, but you still need to read the policy wording, schedule and any endorsements for a full description of the terms of the insurance. This policy summary does not form part of the policy wording.

The tables below summarise the key features of the cover and significant exclusions, conditions and limitations included as standard. For a full list you should consult the policy. Your schedule will show which covers (including optional covers) you have chosen together with any additional endorsements that apply.

This summary shows standard limits for “Included Cover” stated in this summary which may be increased on request and when agreed by us will be shown in your schedule or by endorsement and will take precedence over the standard limits stated in the policy.

This summary does not include the effects of endorsements, which you should review with special care to ensure you understand how these may amend this standard summary of policy cover.

The wording is structured consistently in each section of cover to enable you and your insurance adviser to understand the cover provided and any requirements on you. Unless modified by endorsement:

- The standard policy does **not** contract out of any part of the Insurance Act 2015.
- The standard policy does not contain any conditions precedent to our liability.

Policy Documentation

It is important that you check all of the below:

- The policy wording, which provides the detailed terms applying to your insurance, including duties with which you must comply.
- The schedule, which identifies the sections of cover you have chosen for your business and provides details of sums insured, limits and excesses specific to your business.
- Any endorsements to the wording, which may add conditions or exclusions or make other amendments to the policy which are specific to your business or business sector.
- Any information you or your insurance adviser provide to us, including any Statement of Fact if applicable, to ensure that it is correct, complete and free of any misrepresentation.

If the trade or particular risks involved in your business require variations to be made by endorsement, that endorsement will clearly identify and explain each change.

Please review all conditions that apply, both specific to a section of cover or General Conditions that apply to the whole policy, or as may be additionally contained within endorsements. These set out your duties, conditions of coverage and policy limitations. Your failure to comply with these conditions, including a general requirement to take all reasonable precautions to avoid or minimise loss, may mean that a claim is declined or claim payment reduced. You may also be required to prove that you have complied with policy conditions.

An excess will apply to all losses under this policy, except in respect of the Employers' Liability section. This is the amount payable by you and will be shown in the policy and schedule and if amended by endorsement or updated schedule.

It is important that you review and update your cover periodically to ensure it remains accurate and meets your needs.

Period of Insurance

The policy provides cover for twelve (12) months or as shown in your schedule and is renewable annually.

Choice of Law

This policy is governed by English law.



Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY
T: +44 (0) 20 7743 9600
F: +44 (0) 20 7743 9601
ascotgroup.com

What does the Property Owners All Risks insurance cover?

This policy provides a range of optional covers, including property on an all risks basis, business interruption, employers' liability & property owners liability. It is designed to allow you and/or your insurance adviser to select cover suitable for the demands and needs of your business.

Cover is provided for businesses located in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Who insures the Property Owners All Risks Policy?

This Insurance is underwritten by Ascot Syndicate 1414 at Lloyd's which is managed by Ascot Underwriting Limited. Ascot Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Company Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk.

Information you give us

Coverage under the **Property Owners All Risks** policy is dependent upon the information you give when applying for the insurance. You must make a fair presentation of the risk when you first take out the policy and also whenever you renew it or ask us to change your cover. You must be careful when answering our questions and make sure that:

- You provide us with all material information in a clear and accessible form, having made reasonable searches and enquiries of all information available to you.
- All information you provide, including your answers to any Statement of Fact, is accurate, complete and free of any misrepresentation.

If you deliberately or recklessly provide incorrect or misleading information we may decline all claims and treat the policy as though it had never existed.

If you fail to make a fair presentation of the risk, but your failure is neither deliberate nor reckless, it could adversely affect your policy and claim. We could, for example, amend policy terms to reflect a fair presentation, reduce claim payments or (if we would not have insured you) treat the policy as though it had never existed and return the premium.

Please check the information you have provided to us, in any proposal, questionnaire or Statement of Fact. If you have any doubts about the information provided, or what you should disclose, please tell us or your insurance adviser.



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Changes during the Policy Period

If during the period of insurance you become aware of any material changes to the information you provided to us, you or your insurance adviser must inform us as soon as reasonably practicable. The policy excludes cover for claims arising from or connected to material changes unless we have agreed to extend cover. If we extend cover we are entitled to revise the premium and/or policy terms to reflect such changes. In some cases where the risk has materially changed we may decide to cancel the policy. We may be entitled to treat the policy as cancelled if you are late in notifying us of material changes. See page 7 of the policy for details.



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Section 1 – Property Damage

Provides cover for your business premises, equipment and stock as specified in your schedule and defined in your policy wording.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
All Risks cover to property- subject to specified exclusions	✓	Sum Insured as shown in your schedule	Exclusions Loss or damage, other than subsequent damage resulting from specified causes (including fire, explosion, storm, flood and vehicle impact), caused by or consisting of:
Damage to glass	✓		
Damage caused by subsidence, ground heave or landslip	✓		— Defective materials, gradual deterioration or wear and tear
Loss of rent payable following damage to the premises	✓		— Faulty or defective workmanship, operational error or omission
Theft damage to buildings	✓		— Bursting of non-domestic steam boilers and similar equipment
Tracing escape of water or oil and making good*	✓	£20,000 or 10% of the sum insured in any period of insurance.	— Leakage or other deterioration of boilers and similar equipment and piping
Works of art or rare books	✓	£100 per item and £1000 in any period of insurance.	— Mechanical or electrical breakdown of machinery
			— Corrosion, rot, leakage, dampness, mould, scratching, and the effects of vermin, insects or other animals
			— Changes of temperature (including frost), colour, flavour, texture or the



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Extensions

			action of light, atmosphere or climate.
Automatic inclusion of newly built, acquired or altered buildings or contents (premium payable if value exceeds £10,000)	✓	10% of the sum insured up to £250,000	Loss or damage resulting from: <ul style="list-style-type: none"> — Theft not involving forcible and violent entry or exit from a building — Theft from unsecure or unoccupied buildings
Automatic reinstatement of sums insured (additional premium maybe payable)	✓		Loss or damage caused by: <ul style="list-style-type: none"> — Subsidence, ground heave or landslip which originated prior to the period of insurance — Subsidence, ground heave or landslip to walls/gates/fences/gates/yards unless a building damaged
Removal of notifiable asbestos debris discovered in the event of damage	✓	£10,000 in any period of insurance	— Normal settlement of new structures, settlement/movement of made up ground, coastal/river erosion
Dumping and Fly Tipping	✓	£25,000 in any period of insurance	— Shortages, clerical error, acts of fraud or dishonesty
Clearing of drains*	✓	Each of the following extensions up to £5,000 in any period of insurance	— Disturbance or erasure of electronic records
Costs of fallen property removal*	✓		Loss or damage resulting from specified processes (including production, the application of heat, packing, testing, cleaning or repair), but not excluding surrounding property
Emergency services caused damage to grounds*	✓		Loss or damage to property in unoccupied buildings caused by water, oil leakage or by malicious persons (other than by fire or explosion)



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Lock replacement following theft of keys*	✓	£5,000 In any period of insurance	Loss of or damage to:
Loss minimisation and prevention expense	✓		— Mechanically propelled vehicles, caravans, watercraft and their contents
Removal of debris	✓		— Money, jewellery, furs, precious stones or metals
Damage to underground pipes, cables and drains*	✓		— Display cases, vending and coin operated machines situated outside buildings
			Losses capable of being insured as Goods in Transit or Deterioration of Stock
			* indicates extensions where you pay the first £500 of each and every claim

Basis of Settlement

Business premises and fixtures/fitings

Reinstatement as new

Conditions

- Minimum security measures
- Physical protections
- Survey requirements

Contents

Value at time of the damage

These are under **General Conditions** and included in full at the end of this summary document under Important Policy Requirements for ease of reference.

Underinsurance – claims may be reduced if your sums insured are less than the actual value or reinstatement cost of property insured, subject to a percentage allowance of 10% or less than the actual value or reinstatement cost of property insured.



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Section 2 – Business Interruption

Provides cover for the financial consequences of interference or interruption to your business following damage to property covered, subject to a maximum indemnity period.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
<p>Loss of Rentals resulting from damage to property insured at the premises.</p> <p>Alternative Accommodation resulting from damage to property insured.</p> <p>Cover for outstanding debit balances due where the accounts records are lost following damage</p> <p>Additional expenditure necessarily incurred to avoid or diminish a loss and maintain business operations</p> <p>Professional accountants' charges</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	<p>Sums Insured as shown in your schedule for an indemnity period of 12 months (or longer if specified in your schedule)</p>	<p>Exclusions</p> <ul style="list-style-type: none"> — Interruption to or interference with the business which is not resulting from damage covered by Section 1 (Property Damage) or by any other insurance policy covering your or the owners interest in the property damaged or an express extension to Section 2 — Winding up of the business by a liquidator or receiver — The business being permanently discontinued <p>Conditions</p> <ul style="list-style-type: none"> — Automatic reinstatement of sums insured (additional premium maybe payable) — Underinsurance – claims may be reduced if your sums insured are less than the loss sustained. — Before we cover you under this section, you shall be responsible for any excess
<p>Extensions</p> <p>Loss of Gross Rentals caused by:</p> <p>Interruption or Interference due to Vermin, Pests or Death at your premises.</p>	<p>✓</p> <p>✓</p>	<p>All of these extensions are covered Up to £25,000 in total in any period of insurance</p>	



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Accidental failure of utility supplies ✓
(note 24 hour minimum interruption
for telecoms failure)

Optional Covers

Increased indemnity periods over 12 Optional
months up to 36 months. covers
apply only if
shown to be
active in
your
schedule



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Section 3 – Employers’ Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from bodily injury to any employee in the course of their employment in your business.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
Legal liability to any employee arising from bodily injury sustained during their employment during the period of insurance. This covers injury, death, disease or illness, including mental anguish or shock.	✓	The Limit of Indemnity as shown in your schedule	Cover Limitations <ul style="list-style-type: none"> — Employment must be within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas extension. — All costs and expenses are included within the Limit of Indemnity
Injury arising from an act of terrorism	✓	£5,000,000	
Extensions			Exclusions <ul style="list-style-type: none"> — Offshore — Overseas medical costs and repatriation fees — Compulsory insurance required by road traffic legislation — Acts of terrorism other than as required under statute
Injury arising from accidental discovery of asbestos	✓	£5,000,000	
Court attendance costs	✓	£500 per day per director or partner/ £250 per day per employee	
Indemnity to other persons/parties such as directors or employees	At your request		Conditions <ul style="list-style-type: none"> — You must repay us if compulsory insurance requires payments beyond the sums otherwise payable under the policy — You are required to comply with statutory regulations for personal protective equipment and/or the provision and use of work equipment
Statutory defence costs of proceedings under Corporate Manslaughter/ Corporate Homicide or Health and Safety at Work Acts	✓	£250,000 in any period of insurance	
Unsatisfied court judgments	✓		



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Section 4 – Property Owners Liability

Provides cover against your legal liability for compensation and claimants legal costs arising from accidental bodily injury to any person or accidental loss or damage to third party property.

Key Features of Standard Cover	Included Cover	Key Limits	Significant Exclusions, Conditions or Limitations
<p>Legal liability to third parties for:</p> <ul style="list-style-type: none"> — Accidental bodily injury or property damage. This covers injury, death, disease or illness, including mental anguish or shock — Accidental trespass or nuisance 	<p>✓</p> <p>✓</p>	<p>The Limit of Indemnity as shown in your schedule</p>	<p>Cover Limitations</p> <ul style="list-style-type: none"> — Cover applies within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, subject to the overseas business and personal liability extension — All costs and expenses are included within the Limit of Indemnity
<p>Extensions</p>			<p>Exclusions:</p> <ul style="list-style-type: none"> — Use of aircraft or watercraft (other than watercraft not exceeding ten (10) metres in length or any hand propelled boat) or work on any aircraft or aerial device or in any airport or aerodrome — Contractual liability unless such liability would have attached without a contract — Property in your custody and control (with limited exceptions) — Damage to owned leased or rented premises (solely assumed under an agreement) — Damage to property worked upon
<p>Court attendance costs</p>	<p>✓</p>	<p>£500 per day per director or partner/ £250 per day per employee</p>	
<p>Legal liability incurred under Defective Premises Act 1972</p>	<p>✓</p>		
<p>Indemnity to other persons/parties such as directors or employees</p>	<p>At your request</p>		
<p>Indemnity to principals</p>	<p>At your request</p>		



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Statutory defence costs of proceedings under Corporate Manslaughter/ Corporate Homicide or Health and Safety at Work Acts	✓	£250,000 in any period of insurance	<ul style="list-style-type: none"> — Defamation, libel and slander — Defective workmanship — Fungus, toxic mould and mildew — Hazardous substances — Injury to employees — Motor liability — Products liability — Professional advice and design — Pollution, unless caused by a sudden, accidental, unintended and unexpected incident — Use of heat away from your premises
Sudden and accidental pollution	✓	Equal to the Limit of Indemnity as shown in your schedule limited to a combined single aggregate amount for the period of insurance for both Public and Products Liability	<ul style="list-style-type: none"> — Before we cover you under this section, you shall be responsible for any excess



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General Exclusions and Conditions

The following General Exclusions and General Conditions apply to your entire policy, except where otherwise stated in the policy. Please read your policy wording for full details.

General Exclusions

For full detail of these exclusions please refer to Pages 67, 68, 69 and 70 of the policy wording

- Asbestos
- Biological or Chemical Materials
- Communicable Disease
- Confiscation and Requisition
- Coronavirus
- Cyber Risks
- Industries Gradual Seepage, Pollution and Contamination
- Insolvency
- Material Change of Insured Risks
- Micro-Organisms
- North America Domiciled and Jurisdiction
- Offshore Installations
- Other Insurance
- Punitive and Exemplary Damages
- Radioactive Contamination
- Terrorism
- War

General Conditions

These General Conditions set out your duties, conditions of coverage and policy limitations. Your failure to comply with these conditions may mean that a claim is declined or claim payment reduced. For full detail of these General Conditions please refer to Pages 9, 71, 72, 73, 74, 75, and 76 of the policy wording.

- Access
- Change of Risk or Interest
- Compliance
- Conduct and Control of Claims (page 9)
- Contracts (Rights of Third Parties) Act 1999
- Other Insurance
- Other Interests
- Physical Protections
- Premium Adjustment
- Reasonable Precautions
- Sanctions



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-
- Cross Liability
 - Data Protection
 - Inspection and Audit
 - Law and Jurisdiction
 - Minimum Security Measures
 - Survey Requirements
 - Underinsurance and Ten per cent (10%) Allowance

Although you should be aware of and abide by all policy conditions, we draw your attention in particular to the following undernoted conditions from the above. Full details of these can be found at the end of this document under **Important Policy Requirements** and in the policy wording:

Minimum Security Measures Physical Protections Survey Requirements

How to make a claim

You must give us notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after you become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this policy and within seven (7) days after receipt of a claim form or summons. Please consult page 9 of the policy for additional conditions concerning notification and claims handling which may apply to specific losses.

If you wish to make a claim, please contact:

Woodgate and Clark Limited
42 Kings Hill Avenue, Kings Hill
West Malling, Kent, ME19 4AJ.

Telephone: +44 (0) 1732 520273.
Outside of office hours please ring +44 (0) 1732 520270.

Email: newclaim@woodgate-clark.co.uk

It will be helpful when reporting a claim if you are able to advise the policy number and brief details of the claim.



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Cancellation by you

If you find that this cover does not meet your requirements or you do not want the insurance you can cancel it at any time. The refund of any premium paid will depend upon when you cancel the policy.

- 1 Within the first 14 days after purchasing a policy or its renewal or from the day on which you receive this policy or renewal documentation, whichever is the later.

We will provide a refund of the premium paid less a deduction for the number of days cover you have had provided that:-

- you have not made a claim
- we have not been notified of a claim or circumstance that may give rise to a claim.

- 2 After the first 14 days you can cancel the policy at any time. If you have not made a claim or we have not been notified of a claim or circumstance that may give rise to a claim, we will provide a refund of premium paid less a deduction for the number of days cover you have had and, if advised to you already, an additional administration charge.

To cancel a policy please contact us or your insurance adviser.

Cancellation by us

We can cancel this policy by giving you 14 days notice in writing. We will only do this for a valid reason. Examples of a valid reason include:-

- Fraud or dishonest acts
- non-payment of premium
- a change in risk which means we can no longer provide insurance cover
- non-co-operation or failure to provide us with information we request

Your Personal Information Notice

Who we are

We are the Subscribing Insurers in this policy.



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The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes personal data such as your name, address, contact details and other information that we collect about you in connection with the insurance cover from which you benefit. This information may also include more sensitive data such as information about your health and any criminal convictions.

In certain circumstances, we may need your consent to process certain information about you and this is explained in our privacy policy. Where we need your consent, we will ask you for it specifically. You do not have to give your consent, and you may withdraw your consent at any time. However, if you do not provide your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit. It may also prevent us from providing cover for you or handling your claims.

For the purpose of providing insurance and handling claims or complaints your information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if you claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. We will only disclose your personal information in connection with the insurance coverage that we provide and to the extent required or permitted by law.

If you provide other people's details to us

Where you provide us or your insurance adviser with information about other people, you must make them aware that you are doing so. Where possible, you should also provide them with this notice.

If you would like more information

For more information about how we use your personal information, please see our privacy policy, which is available on our website (www.ascotgroup.com/lloyds/privacy-policy) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.



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Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s) you should contact the insurance adviser who provided you with your insurance in the first instance, or directly with us by contacting:

The Data Protection Officer
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

What if I have a complaint?

We are committed to providing you with the highest level of service. If you wish to make a formal complaint, please contact:

Complaints
MG Underwriting
Staley House
Hassall Street
Stalybridge
SK15 2LF

Telephone: +44 (0)161 304 9933

email: complaints@mgunderwriting.com

We will review your complaint and will respond within 14 calendar days from receipt. If you are not satisfied with the response you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response. If you wish to ask Lloyd's to investigate your complaint you may do so by contacting:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN.

Email: complaints@lloyds.com

Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225



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F: +44 (0) 20 7743 9601

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Web: www.lloyds.com/complaints

If you remain dissatisfied you may have the right to refer your case to the Financial Ombudsman Service.

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9123

Making a complaint will not affect your legal rights.

Financial Services Compensation Scheme (FSCS)

The insurer of this policy is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if they cannot meet their obligations to you. This depends on the type of business and the circumstances of the claim. Further information about compensation is available from the FSCS at www.fscs.org.uk.



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Important Policy Requirements

Failure to comply with these requirements may mean that a claim is declined or claim payment is reduced

Property Owner Minimum Security

It is a condition precedent to **Our** liability under this **Policy** that the following minimum security measures are in place at **Your Premises** unless otherwise endorsed or stated in **Your Schedule**:

1. The external doors of **Your Premises** or internal doors which provide access to any part of the **Buildings** not occupied by **You** have at least one of the following security measures appropriate to the door type:
 - A. mortice deadlock with a metal striking box plate for timber or steel framed doors;
 - B. multi-point locking system which has a minimum of three locking points with key operated cylinder deadlock for UPVC, composite, aluminium framed and sliding doors;
2. Windows/skylights capable of opening at ground floor, basement or other floor levels (which are “easily accessible”) are secured with key operated locking devices with keys removed. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal, weld mesh or listed sash windows.

For the purposes of this requirement “easily accessible” are those levels that can be reached from the ground (without the use of a ladder) or by climbing up via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby flat roofs, trees adjoining or next door premises.

Any door or window designated as a fire exit following a fire risk assessment or building regulations may be excluded from these requirements. These are secured internally by panic bolts or fire exit bolts (capable of opening at all times) suitable for use in emergency escape situations.

All other terms conditions and exclusions of the **Policy** remain unaltered.



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Survey Requirements

You shall comply with all requirements which We may specify following any survey We commission in relation to Your Business within the time limits specified by Us and remain in compliance thereafter throughout the Period of Insurance and any subsequent Period of Insurance.



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