

# summary of cover

PROPERTY OWNERS INSURANCE



Version 3

# Contents

Introduction	<b>3</b>
Valuation Service and Inflation Protection Package	<b>4</b>
Property damage	<b>5</b>
Equipment breakdown	<b>9</b>
Rental income	<b>10</b>
Terrorism	<b>12</b>
Liabilities	<b>13</b>
Legal expenses	<b>15</b>
General information	<b>17</b>
– Significant conditions	<b>17</b>
– Cancelling the policy	<b>17</b>
– What if I need to make a claim?	<b>17</b>
– What if I have a complaint?	<b>17</b>
– The Financial Services Compensation Scheme (FSCS)	<b>18</b>
– Law applicable	<b>18</b>

# This is a summary of the cover provided by the Ecclesiastical Insurance Office plc. Property owners insurance policy

Available for buildings and land which belongs to, but is not occupied by, the owner. The policy is designed to provide managing agents and owners with all the essential insurance cover relating to rented commercial and residential property.

## The policy offers you insurance for

- Your buildings and contents of common parts
- Your loss of rental income following a property damage claim
- Equipment breakdown cover helping you to get an extensive range of equipment up and running again

## Optional cover for

- Terrorism
- Employers' liability
- Legal expenses

**The summary highlights the main features and exclusions to help you decide if the policy meets your needs. For the full terms and conditions that apply, please see the policy document.**

A copy of the policy will be sent to you after you have taken out the insurance but is available beforehand from us or your broker on request. When you take out cover with us we will issue you with a schedule. This document details the cover you have chosen.

The standard duration of this contract is 12 months from the start date on your policy schedule.

# Insurance Valuation Service and Inflation Protection Package

Most of us would agree that the crucial factor for Property owner insurance is the adequacy of the sums insured. We work very hard to help you with this, so that you can be really confident that you are properly insured and in a way that is hassle-free for you.

## Our three-step system is as follows

- Take advantage of our special valuation service which is available in most cases. Our surveyor will recommend the 'declared value' for you. This is the cost of rebuilding or replacing the property at the time the valuation is undertaken, without allowance for future inflation. Check with your broker that you are eligible to take advantage of this service.
- As it could take several years to re-build or replace your property following a major loss adequate allowance for future inflation is essential. We provide an automatic 25% Day One uplift to the 'declared value' to arrive at a sum insured you can feel confident with.
- Finally, just to make really sure, unless we have received a re-valuation from you or our surveyor, we continue to uplift the 'declared value' by index linking at each annual renewal of the policy.

# Property damage

Provides cover for the buildings and the contents of common parts.

## How will my claim be settled?

In the event of a claim the standard basis of settlement for buildings and contents of common parts will be the cost of repair or replacement as new.

### Features and benefits

Provides cover for buildings and contents of common parts against a wide range of selected perils which can include accidental damage and subsidence.

Buildings cover includes cover for certain types of wind turbines and solar panels.

Contents of common parts include your maintenance and cleaning equipment, and the furniture and furnishings in common parts.

The policy can be extended upon request to include contents of furnished and tenanted accommodation.

Automatic extensions include:

### Inadvertent omission to insure

### Capital additions

Automatic cover for newly acquired or newly erected property or property under construction

### Significant exclusions and limitations

- Excluding damage by terrorism.

Cover is available under our separate Terrorism section.

- Excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule.
- Excluding pollution or contamination unless caused by any of the insured events (other than accidental damage).

#### Limit

£20,000 in the aggregate in any one period of insurance.

#### Limit

£25,000 any one premises for contents of common parts.

If our Valuation service does not apply (as for example, in the case of Contents of common parts cover) then in the event of underinsurance the amount we pay for any claim will be reduced in proportion to the degree of underinsurance.

#### Limit

£2,000,000 per property/£500,000 per unoccupied property.

#### Limit

Newly acquired property - £2,000,000 per property/£500,000 per unoccupied property.

Alterations and additions up to £500,000.

Features and benefits	Significant exclusions and limitations
<p><b>EU and Public Authorities</b></p> <p>Costs incurred in rebuilding or repair to a standard required by the authorities.</p>	<p><i>Limit</i></p> <p>15% of sum insured.</p>
<p><b>Reinstatement to match</b></p> <p>Replacement repair or restoration of property to current technological standards.</p>	
<p><b>Emergency services damage to the grounds</b></p>	<p><i>Limit</i></p> <p>£25,000 any one claim.</p>
<p><b>Extinguisher and alarm re-setting expenses</b></p>	
<p><b>Sprinkler upgrade costs</b></p>	<p><i>Limit</i></p> <p>20% of building sum insured.</p>
<p><b>Clearing of drains</b></p> <p>Charges for clearing or repairing drains as a result of insured damage.</p>	<p><i>Limit</i></p> <p>£50,000 any one claim.</p>
<p><b>Underground pipes and cables</b></p>	
<p><b>Trace and access</b></p> <p>Costs of locating source of escape of water or oil and repair costs.</p>	<p><i>Limit</i></p> <p>£25,000 any one claim.</p>
<p><b>Contract works</b></p>	<p><i>Limit</i></p> <p>£100,000 any one contract including site materials.</p>
<p><b>Landscaping costs</b></p>	<p><i>Limit</i></p> <p>£2,500 any one claim.</p> <p>£5,000 any one period of insurance.</p>
<p><b>Property in the open grounds of the premises</b></p>	<p>Excluding damage caused by storm or flood.</p> <p><i>Limit</i></p> <p>£5,000 any one claim.</p>

## Features and benefits

### Theft damage to the buildings

### Loss of oil gas or water

### Unauthorised use of utilities

### Private residences (Temporary accommodation)

### Subrogation waiver

Waiver of subrogation rights against tenants.

### Fly tipping

Clearance costs at occupied premises.

### Loss of keys

Replacement of locks following loss, theft or damage to keys.

## Significant exclusions and limitations

### Limit

£7,500 any one period of insurance for repairs following theft of the fabric of the buildings other than external metal.

£7,500 any one period of insurance for repairs following theft of external metal.

£7,500 any one period of insurance for repairs caused by theft of contents of common parts.

£7,500 any one period of insurance for damage caused by the entry of rainwater.

### Limit

£10,000 any one period of insurance.

### Limit

£5,000 any one claim.

£10,000 any one period of insurance.

### Limit

20% of sum insured.

The damage must not result from a criminal fraudulent or malicious act by the tenant.

### Limit

£2,500 any one claim.

£5,000 any one period of insurance.

Theft cover only applies whilst at the insured premises or at your home or the home of a partner or employee.

### Limit

£2,500 any one claim.

£5,000 any one period of insurance.

## Features and benefits

### Trees

Felling, lopping or removal costs if causing an immediate threat to life or property.

### Removal of insect nests

### Accidental omission of Value Added Tax

Payment of VAT you are unable to recover following damage to buildings.

### Glass and sanitary fixtures

Accidental breakage of glass and sanitary fixtures.

## Significant exclusions and limitations

### Limit

£500 any one claim.

£2,500 any one period of insurance.

### Limit

£500 any one claim.

Only applies if you have included Accidental damage cover.



# Equipment breakdown

This section gives you cover for a wide range of equipment in the event of breakdown. If you choose the Rental income cover under this policy your business losses following a breakdown of the equipment are included.

## How will my claim be settled?

We will repair or replace equipment or pay you the cost of this.

### Features and benefits

- Breakdown cover for equipment such as:
  - Lifts, central heating and air conditioning systems.
  - Security and sound systems.

Boilers are covered for breakdown and explosion.

- Cover for breakdown of computers up to £500,000 any one accident. For portable computer equipment the cover is anywhere in the world (in your custody or control) and a limit of £5,000 any one accident applies.
- 'Expediting costs' to speed up repair or replacement and in making temporary repairs up to £20,000 any one accident.

### Significant exclusions and limitations

#### *Limit*

The relevant sum insured under the Property damage section or £5,000,000, whichever is the less.

- Excluding wear and tear and maintenance related issues, although resultant loss is not excluded.
- Excluding breakdown caused by computer viruses or hacking.
- Excluding any biomass and biogas installations.
- Excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule.

# Rental income

This section covers loss of rent following an insured event under the Property damage section. Also pays the extra costs to minimise the loss of rent.

## How will my claim be settled?

We will pay the amount of your loss as insured by the section.

Features and benefits	Significant exclusions and limitations
<p>Cover is provided up to a period, which can be 12 months, 18 months, 24 months or 36 months (the 'maximum indemnity period').</p>	<p>You select the sum insured, which will be the most we will pay, and the maximum indemnity period you require.</p>
<p><b>Additional increase in cost of working</b></p> <p>This is an additional expenditure, which is reasonably incurred, over and above the amount of rent saved.</p>	<p><i>Limit</i></p> <p>£25,000 any one incident.</p>
<p><b>Rent reviews</b></p> <p>An automatic increase to cover rent reviews during the indemnity period.</p>	<p><i>Limit</i></p> <p>An additional 100% of the rent sum insured.</p>
<p><b>Managing agents' charges</b></p> <p>Incurred in re-letting premises following insured damage.</p>	
<p><b>Managing agents' premises</b></p> <p>Covers your losses following damage at the premises of your Managing agents.</p>	<p><i>Limit</i></p> <p>£50,000 or 20% of the rent receivable sum insured, whichever is the less.</p>
<p><b>Capital additions</b></p> <p>Cover for newly acquired buildings and alterations and improvements to existing buildings.</p>	<p><i>Limit</i></p> <p>10% of the sum insured or £500,000 whichever is the less.</p>
<p><b>Loss of investment income</b></p> <p>We will include your loss of income arising because claim settlement is made later than the date rent would have been received.</p>	<p><i>Limit</i></p> <p>The loss of rent sum insured will apply.</p>

## Features and benefits

### Prevention of access

Loss of rent arising if the access to the premises is prevented or hindered as a result of insured damage to neighbouring property.

### Denial of access

Loss of rent arising out of access to the premises being denied following action of the government, Police or local authority due to an emergency lasting over 4 hours, including a bomb scare.

### Specified disease, murder, rape, suicide, food poisoning, defective sanitation and vermin

Covers losses of rent if these events happen at your premises. Cover is dependant upon the local authority placing restrictions on the use of the premises following one of these events (apart from murder, rape, suicide or vermin) .

### Loss of attraction

Cover if damage to buildings within the vicinity causes a loss of attraction to the insured premises.

### Utilities

Covers loss of rental income following damage to public utility suppliers' premises.

## Significant exclusions and limitations

### Limit

The loss of rent sum insured will apply.

### Limit

£10,000 any one period of insurance.  
For the purposes of this extension the maximum indemnity period is 3 months.

### Limit

£100,000 any one occurrence.  
For the purposes of this extension the maximum indemnity period is 3 months.  
Cover is only provided for specified diseases listed in the policy.

### Limit

10% of the sum insured or £250,000 whichever is the less.

### Limit

The loss of rent sum insured will apply.

# Terrorism

You may choose to add Terrorism insurance to cover property insured under the Property damage section. Cover can be extended to consequential losses arising under the Rental income section.

## Features and benefits

Acts of terrorism in Great Britain.

## Significant exclusions and limitations

- Terrorism cover must be arranged for all your insured property in Great Britain whether or not this is with us.
- Cover will be limited to the sums insured you have selected.
- Anything that is not covered under the Property damage section or Rental income section will not be covered by the equivalent Terrorism cover.

# Liabilities

This important section of the policy provides you with the cover you need by law for employers' liability and for public liability.

## How will my claim be settled?

When a claim is made against you, we will deal with the claim on your behalf and will pay defence costs and any damages awarded against you.

### Features and benefits

#### Employers' liability

Covers your legal liability for accidents to or illness of employees, sustained in the course of their employment.

#### Public liability

Covers your legal liability as owner (but not as occupier) of the property following accidental bodily injury to third parties or for damage to their property, plus legal costs and expenses.

### Significant exclusions and limitations

#### Limit

£10,000,000 any one claim including legal costs and expenses.

#### Limit

You choose the limit of indemnity you require e.g. £2,000,000, £5,000,000 or £10,000,000.

Public liability cover is for any one event.

## Special features

### Features and benefits

#### Compensation for court attendance

Provides you with compensation if any director or employee attends court in connection with a claim under the liability section.

#### Unsatisfied court judgements

Offers indemnity in respect of non-payment of awards made against third parties in favour of an insured employee.

#### Defective Premises Act

Cover for aspects of liability incurred under the Defective Premises Act 1972 in respect of property disposed of by the policyholder.

#### Overseas personal liability

Covers a temporary visit to any other country made in connection with the business.

### Significant exclusions and limitations

#### *Limit*

£500 per day for each director and up to £250 per day for any employee.

Excluding repairs to the premises disposed of.

#### *Limit*

Up to £5,000,000 or the limit of indemnity whichever is the less.

# Legal expenses

This section provides cover for legal fees, compensation awards or appeal costs arising from a wide range of legal disputes that you may become involved in. This cover has been arranged in conjunction with DAS Legal Expenses Insurance Company Limited (DAS) who will handle claims on our behalf.

## How will my claim be settled?

For claims under this section we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf.

### Features and benefits

Protects your legal position on a range of issues including property disputes and the costs and expenses involved with the removal of squatters.

A limit of £100,000 any one claim applies.

#### Cover is provided under the following headings:

- Employment disputes and compensation awards
  - We will defend your legal rights in a dispute arising from a contract of employment.
  - The most we will pay for all compensation awards in any one period of insurance is £1,000,000.
- Legal defence
  - Defending the legal rights of you or your employees in a range of issues including criminal prosecution defence and statutory notice appeals.
- Property protection and personal injury
  - Pursuance of claims following damage to your property or for problems such as nuisance and trespass.
  - Pursuance of claims for accidental death or personal injury.
- Tax protection
  - Representing your rights throughout certain investigations by HM revenue & Customs or the Charity Commission.

### Significant or unusual exclusions or limitations

- In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.
- If you decide not to use a law firm that DAS recommend we will only pay your reasonable costs and expenses taking into account what we would have paid the DAS recommended law firm.
- Excluding costs and expenses before DAS's written acceptance of a claim.
- Excluding claims reported more than 180 days after the event that led to the claim.
- Property protection excludes any claims relating to contracts entered in to by you.
- Legal defence excludes motoring prosecutions.
- Removal of squatters excludes any claim reported more than 90 days after your knowledge of the squatters.

## Features and benefits

- Removal of squatters
  - Covers the costs and expenses to secure the eviction of squatters from the insured premises.

## Optional covers

- Contract disputes over £250
- Debt recovery for debts over £250
- Statutory licence appeal
  - Appeal representation following suspension, alteration or cancellation of your licence or registration.

## Value-added service (All provided by DAS):

- Helplines - Commercial legal advice, Tax advice and Counselling for proprietor and employees.
- Employment manual - Offering online employment guidance.
- DAS businesslaw - Offering online business law guidance. Some services are only available for a fee.

## Significant or unusual exclusions or limitations

- Counselling service not provided to persons under the age of 18.



# General information

## Significant conditions

You must tell us about any building or portion which is to become unoccupied, worked upon, or undergo a change in use.

We will provide cover for premises that become vacant for up to 30 days. After this time cover under certain insurable events is restricted and we require that you undertake certain measures, such as draining down the water systems and carrying out weekly internal and external inspections of the property.

The policy also contains requirements regarding fire or intruder alarms, where they are installed at the premises.

## Cancelling the policy

### Your right to cancel in the cooling-off period

You have 14 days from receiving the policy to write to the sender confirming that you do not wish to continue. No charge will be made and any premium you have already paid will be refunded.

### Your right to cancel after the cooling-off period

If you do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and you are committed to pay the premium. However you can still cancel the policy providing you give Ecclesiastical notice in writing. As long as you have not made a claim, you will receive a refund of the part of your premium which covers the cancelled period providing this exceeds £10. If you have made a claim then the full annual premium is due.

### Our right to cancel

We have the right to cancel the policy by giving you fourteen days' notice in writing sent by special delivery to your last known address. If we cancel the policy we will refund the part of your premium which covers the cancelled period, unless you have made a claim under the policy.

## What if I need to make a claim?

### For all claims other than legal expenses claims

If you need to report a claim you can call us on

**0345 603 8381**

24 hours a day 7 days a week

### For legal expenses claims

You must give DAS details of any claim as soon as possible and within six months of the insured incident happening. You can write to:

Legal Claims Centre  
DAS Legal Expenses Insurance Company Limited  
DAS House,  
Quay Side, Temple Back,  
Bristol BS1 6NH.

Tel: 0345 268 9124

## What if I need to complain?

### Complaints

If you have any reason to complain about the advice or service we provide please contact us at:

Ecclesiastical Insurance Office plc  
Beaufort House,  
Brunswick Road,  
Gloucester GL1 1JZ.

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: [complaints@ecclesiastical.com](mailto:complaints@ecclesiastical.com)

If you are not satisfied with our response or we have not completed our investigation after 8 weeks you can take your complaint to:

Financial Ombudsman Service  
Exchange Tower,  
London E14 9SR.

Tel: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

or visit their website: [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

*The full complaints procedure is in the policy document. This procedure does not affect your right to take legal proceedings.*

### **The Financial Services Compensation Scheme (FSCS)**

You may be entitled to compensation should we be unable to fulfil our obligations.

For further information you can contact the FSCS on:

Tel: +44 (0)20 7741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

or visit their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **Law Applicable**

It is our intention to apply the law of England and Wales to your insurance contract unless your business is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies, it will be English law.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA registration number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's 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**

For further information on any of our products or services, please speak to your broker.

Or visit us at

**[www.ecclesiastical.com](http://www.ecclesiastical.com)**

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on 0345 777 3322. You can also tell us if you would like to always receive literature in another format.



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