

Property owners policy renewal pack

Notice to policyholder

Important - Updates to your policy wording

We have made changes to our Property Owners policy. This notice explains these changes and the reasons for them.

Before renewing your policy, please ensure the cover still meets your needs.

By continuing to insure with us you accept these changes, which will form part of your policy on renewal.

If we have made further changes to your policy there may be other notices that apply, please read these in addition.

We recommend you keep this notice with your schedule and policy booklet.

Summary of changes

General changes:

We have built into your policy some endorsements that were previously on your schedule. This includes recent changes relating to infectious or communicable diseases and cyber.

The DAS Employment Manual and Business Law services have been improved and there is a new log in process to help you access them.

The DAS Employment Manual provides up-to-date guidance on employment law and can be accessed via www.dasinsurance.co.uk/employment-manual.

DAS Business Law provides business and legal guides, document builders, interactive checklists and videos that can all help you to run your business.

The new way to access this service is to

1. Visit www.dasbusinesslaw.co.uk
2. Enter DASBECC100 into the 'voucher code' text box and press Validate Voucher
3. Fill out your name and email address, create a password, and specify what type of business you have
4. Validate your email address by pressing the link in the confirmation email that you receive.

Summary of other changes: new changes

Cover	Your old policy	Your new Property owners policy
General definitions		
Business definition	Our policy has always been intended for risks situated within the geographical limits stated, in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.	To be clear, we have expanded upon the definition of 'Business' to confirm that this only includes for your business as a property owner within these geographical limits.

Cover	Your old policy	Your new Property owners policy
General exclusions		
Territorial exclusion	No specific territorial exclusion.	Following recent global events we have added an exclusion to your policy which excludes all cover within the territories of Belarus, Russia or Ukraine in respect of property insurances.
General conditions		
Security and Intruder alarm conditions	These conditions applied to you for all premises.	We have made it clear in the wording that these conditions will only apply where you, and not the tenant, is in control of the premises or alarm system – this will generally be when the property is unoccupied.
Property damage section		
Buildings definition	This did not include tennis courts, other than for private dwelling houses. Aerials were not mentioned.	The definition includes tennis courts, also aerials fixed to the buildings.
Glass and Sanitary fixtures	Cover was provided by specific extension.	We have simplified the wording by extending the buildings definition, so we now provide this cover without the need for a separate extension.
Underground pipes and cables extension	Cover was provided by specific extension.	We have simplified the wording by extending the buildings definition, so we now provide this cover without the need for a separate extension.
Storm insurable event	Inflatable structures were not mentioned.	We have specifically excluded storm cover for inflatable structures, unless as a result of falling trees.
Automatic sprinklers/fire suppression systems	Automatic sprinklers alone were mentioned in your policy.	Where the policy provides (or excludes) cover for automatic sprinklers, we have updated the wording to mention water mist systems and other fire suppression systems.
Removal of debris extension	Cover included the cost of removing trees from the grounds of the premises, which had fallen as a result of an insured event (such as a storm) as long as we had accepted a claim for damage to your buildings by the same insured event.	We will only pay for the removal of trees where this is required to make repairs to your buildings following damage by an insured event.

Cover	Your old policy	Your new Property owners policy
Emergency services damage to grounds	This extension covered damage to the property, as well as the grounds.	This extension has been amended to cover costs for landscaped grounds only. There is now a separate extension for damage to the property, rather than grounds (see next item).
Concern for welfare	Previously, concern for welfare damage may have been dealt with under the Emergency services damage to grounds extension, although this may not have been clear to our customers.	We have added a specific extension to cover damage to the property by the emergency services, when responding to a concern for welfare, up to £25,000 any one claim.
Loss of oil or gas or water extension	This extension did not mention unoccupied premises.	This extension does not apply for unoccupied premises.
Theft of parts of the building	Limited to £7,500 per period of insurance, for different scenarios.	We have removed the limits within this extension. Cover is provided up to the sum insured.
Lock replacement following theft of keys	This covered replacement of locks following the loss or theft of keys, provided this was reasonable and necessary.	We no longer cover loss of keys. For cover to be triggered, your keys must be stolen. Additional cover is now given in respect of duplicate keys to ensure you have the same quantity as before the theft.
Private residences – temporary accommodation extension	There was no cover for loss of rent in the extension, it only covered residents' temporary accommodation. Cover applied for up to 24 months following the insured event.	We now include loss of rent, in addition to temporary accommodation, and we have clarified in more detail when this extension applies. Within the limit of cover provided, either rent or temporary accommodation may now be claimed as may be appropriate. We have increased the cover period to up to 36 months following the insured event.
Landscaping costs	We excluded damage by storm or flood. For other insured events, we gave cover where an insured event damaged your landscaped grounds, this did not have to be connected with damage to your buildings. The limit was £2,500 any one claim and £5,000 any one period of insurance.	We now cover storm and flood under this extension. However, cover only applies for damage to the landscaped grounds as a result of insured damage to your buildings. As an example, a storm blows the roof from your building and the debris from the roof damages your landscaped grounds. The limit is increased to £25,000 any one claim.
Removal of wasp, bee or hornet nests	Covered, up to £500 any one claim.	We have increased the limit to £1,000 any one claim.

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Green clause	This extension was not in your policy.	We have added a new extension for environmental improvements following damage, up to a maximum of £100,000 any one claim.
Archaeological costs	This extension was not in your policy.	We have added this new extension to provide costs to assist with archaeological work following insured damage to the buildings, £250,000 any one claim.
Contract works extension	Cover varied depending on the contract you entered into i.e. 'all risks' or 'specified perils'. Cover included the Offsite storage of materials.	We have simplified your policy by specifying that cover will apply, which is the same cover that already applies to your buildings insurance. Offsite storage of materials is not included, as this is more relevant to contractors policies.
Equipment breakdown section		
Covered equipment		A new exclusion has been added in respect of hydroelectric installations. Smart phones are included in the definition of portable computer equipment.
Exclusions		Some new exclusions apply as follows. Where the insured takes a decision to stop trading. The decision of a service provider to stop or reduce trade with you or restrict their services. Damage that can be corrected by maintenance or resetting, calibrating, cleaning.
Damage to own surrounding property extension	Covered up to £1,000,000	We have increased the limit to £2,000,000.
Public Relations cost extension		We have added a new extension for PR costs following a claim accepted under the Rental income extension of this section.
Additional access costs		We have added a new extension for costs to gain access in order to repair or replace covered equipment. This extension only applies if the Rental income section of the policy is in force.

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Energy efficiency improvements		We have added a new extension for replacing equipment following a breakdown with safer, more efficient and environmentally friendly equipment.
Rental income section		
Prevention of access - non damage extension	<p>The cover gave no clear definition of the vicinity.</p> <p>Previously, cover was for prevention or hindrance of access to the premises.</p>	<p>We have removed reference to 'vicinity' and defined this more clearly to state "within 1 mile of the premises".</p> <p>We have removed cover for hindrance. Access to the premises must be prevented for cover to apply.</p> <p>A new exclusion applies in respect of closures or restriction of access due to adverse weather conditions.</p>
Utilities extension	We did not specifically state where your utility company had to be based.	We will not cover losses due to damage at any premises of your utilities supplier located outside the UK, Channel Islands or Isle of Man.
Food poisoning, defective sanitation, vermin, murder or suicide extension	For discovery of vermin or an incident of murder or suicide at the premises, cover applied whether or not access to the premises was prevented by the order of the police or other relevant authority.	For discovery of vermin or an incident of murder or suicide at the premises, cover only operates when access is prevented by the order of the police or other relevant authority.
Liabilities section		
Employers' liability exclusions		<p>We have a new set of exclusions to confirm some of the things that are not covered by Employers liability insurance.</p> <p>There is no cover for fines or penalties you might incur.</p> <p>There is no cover for charges for Health and Safety interventions, or for the costs of appeal against any Health and Safety improvement or prohibition notices.</p>
Public liability exclusions	Your policy excluded 'fear of asbestos' and 'act of terrorism'.	<p>We have removed the exclusions relating to 'fear of asbestos' and 'act of terrorism'.</p> <p>There is no cover for charges for Health and Safety interventions or for the costs of appeal against Health and Safety improvement or prohibition notices.</p>

Cover	Your old policy	Your new Property owners policy
Public liability – Limit of liability – Terrorist acts	There was no cover for terrorist acts.	We now provide cover for terrorist related acts up to £10,000,000 (or the Public liability limit of indemnity if less).
Public liability – Limit of liability – Products liability	Products liability was not mentioned specifically.	There is a clearer, more specific wording for products liability, the scope of the cover remains the same i.e. for the disposal of furniture, furnishings and office equipment only.
Public liability – Limit of liability – Corporate Manslaughter	Corporate Manslaughter Defence was covered by extension, up to £1,000,000.	Covered within the limit of liability paragraph, rather than by extension, and we have increased the limit to £5,000,000.
Public liability – Defective Premises Act	This extension covered only the premises we insured under our policy, for a period after your policy was cancelled.	Now the extension covers any premises you have previously disposed of, which, due to the legislation, may lead to a claim against you arising during our period of cover. It does not cover you after your policy with us is cancelled.
Public liability – new extensions		We have added three new extensions: Legionellosis; Additional clean-up costs; Financial loss.
Cover 3 – Prosecution defence costs	This covered two Acts, the Health and Safety at Work etc Act 1974 and the Consumer Protection Act 1987. Your previous policy confirmed we would not pay if the claim involved the deliberate act of your employee who you have appointed to have specific responsibility for the regulations.	A third Act is included, Food Safety Act 1990. Your new policy confirms we will not pay if the claim involves the deliberate act of any persons (including volunteers) to whom you have given specific responsibility for the regulations, whilst acting under your direct control and supervision. The exclusion relating to fines and penalties has been expanded to include wider forms of fines & penalty such as liquidated damages. There is no cover for charges for Health and Safety interventions or for the costs of appeal against Health and Safety improvement or prohibition notices.

Cover	Your old policy	Your new Property owners policy
Legal expenses section		
General changes		<p>We have updated the terminology and layout to improve understanding.</p> <p>We have updated DAS's data protection notice and office address details.</p>
What we will not pay	Your policy did not mention VAT in relation to the settlement of claims for costs and expenses.	There is a new exclusion to confirm that if the Insured is registered for VAT, we will not pay the VAT element of any costs or expenses.
Legal defence insured event – Criminal pre-proceedings	Your policy provided cover when dealing with the Police or with stated Health and Safety bodies.	This cover has been extended to include any other body with criminal investigation powers.
Legal defence – exclusions	These exclusions were not in your previous policy.	<p>Jury service and court attendance – we will not pay where the person concerned cannot prove their loss.</p> <p>Statutory notice appeals - we specifically exclude appeals which do not follow the normal process.</p>
Property protection insured event	This cover applied provided the insured could establish their legal right to the property concerned.	This has been extended to include property where there are reasonable prospects of the Insured establishing the legal ownership to the property.
Contract disputes and Debt recovery insured events	Excluded anything to do with loans, mortgages and other financial products.	In your new policy we will cover a dispute with a professional adviser, in connection with these.
Legal expenses – Conditions	Your cover was subject to a 'reasonable prospects of success' clause, which applied for the duration of the claim.	We have made it clear what happens if reasonable prospects no longer exist during the course of a claim.