

Property Owners

Product Summary

Property Owners Insurance Policy

Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.

The Property Owners policy is underwritten by Intact Insurance UK Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Booklet.

Fair Presentation of Risk:

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

The following Sections are only applicable if shown as operative in your Schedule.

Section 1: The Structure

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>“All Risks” basis covering Buildings. The definition of Buildings includes landlord’s fixtures and fittings, curtains, blinds, floor coverings, domestic white goods, swimming pools, tennis courts and the contents of the common parts of the premises to which all tenants have access</p> <p>Subsidence is provided as standard in most cases</p> <p>Day One Reinstatement is Optional – up to 115% of the Declared Value</p>	<ul style="list-style-type: none"> • Accidental Damage to underground service pipes and cables • Ground Rent – up to 2 years whilst uninhabitable and up to a maximum of 10% of the Sum Insured • Public Authorities • Professional Fees reasonably incurred in the repair or reinstatement of the Premises • Capital Additions – up to 20% of Sum Insured or £2,000,000 whichever is less • Removal of Debris • Damage by Emergency Services – up to £25,000 in respect of any one claim • Contracting Purchaser’s Interest 	<ul style="list-style-type: none"> • Index Linking • Designation • Reinstatement of Sum Insured following a loss providing additional premium is paid • Excess – as per schedule • Flat Roof Condition • Subsidence Condition 	<ul style="list-style-type: none"> • Various Exclusions apply to Vacant or Disused Premises • Fire, Malicious Damage, Theft or attempted Theft caused by the illegal cultivation, harvesting, processing by any other method of drugs at the Premises other than as provided for by the Illegal Cultivation of Drugs Extension • Malicious Damage caused by Employees lawfully in the Premises • Theft or attempted Theft caused by Employees, tenants or any other persons lawfully in the Premises other than as provided for by the Theft by Tenants and Illegal Cultivation of Drugs Extensions • Damage caused by riots, strikes, civil commotion or labour disturbances in Northern Ireland

Section 1: The Structure *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	<ul style="list-style-type: none"> • Trace and Access – up to £25,000 in respect of any one claim • Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees • Non-Invalidation • Workmen permitted to undertake certain alterations • Mortgage – interests of mortgagees, freeholders or lessors protected following increased risk • Drain clearance costs • Fire Extinguishment and Alarm Resetting Expenses • Additional Sprinkler Upgrade Costs • Loss of Metered Water and Heating Oil – up to £25,000 in respect of any one claim • Unauthorised Use of Electricity, Gas or Water – up to £25,000 in respect of any one claim • Alternative Accommodation Costs whilst the Building is uninhabitable up to the Sum Insured for 24 months from the date of damage • Fly Tipping up to £25,000 in respect of any one claim • Removal of Nests up to £1,000 in respect of any one claim • Contractor's Interest • Further Investigation Expenses • Removal of Tenants' Debris up to £25,000 any one claim • Temporary Removal of Parts of Building for repair or cleaning • Loss of or Duplication of Keys up to £15,000 in respect of any one claim • Theft by Tenants up to £10,000 any one period of insurance (but excluding Damage or liability caused as a result of the property being used for the illegal cultivation of drugs) • Temporary Removal of Contents of Common Parts anywhere in the UK, Republic of Ireland, Channels Islands or Isle of Man – up to £25,000 • Illegal Cultivation of Drugs – up to £5,000 in any one Period of Insurance but We will not be liable for the first £250 of each and every claim • Landscape Gardens – restoring landscape gardens affected by Damage to the Buildings (other than Damage by Emergency Services) – up to £10,000 any one occurrence of Damage 		<ul style="list-style-type: none"> • Damage to gates and fences caused by storm or flood unless there is damage to the structural parts of the Buildings at the same time • Damage caused by lopping, pruning or felling of trees • Cessation of work or government action • Change in water table level • Theft of property in the open unless otherwise agreed • Damage by malicious persons to property in any structure incapable of being locked • Damage caused by an explosion due to the bursting by steam pressure of a boiler, economiser or any other apparatus unless used for domestic purposes • Damage caused by storm or flood resulting from frost, subsidence, ground heave or landslip or attributable solely to changes in the water table level • Damage caused by bursting of a boiler due to steam pressure • Property more specifically insured • Damage to glass and sanitary ware other than by Fire, Lightning or Explosion • Damage to any particular piece of equipment or appliance by self-ignition, short circuit, excess pressure etc. <p>Accidental Damage (where operative) Damage caused by:</p> <ul style="list-style-type: none"> • Wear and tear, the action of light • Vermin or insects • Subsidence, landslip or ground heave • Corrosion, wet or dry rot, marring or scratching • Normal settlement or bedding down of new structures • Inherent vice, latent defect, gradual deterioration • Faulty or defective workmanship • Collapse or cracking of Buildings <p>Subsidence, ground heave and landslip (where operative)</p> <ul style="list-style-type: none"> • Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building • Damage which originated prior to inception of cover • Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises • Damage resulting from groundworks or excavation at the same premises

Section 1: The Structure *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			Damage caused by: <ul style="list-style-type: none"> • The normal settlement or bedding down of new structures • The settlement or movement of made-up ground • Coastal or river erosion • Defective design or workmanship or the use of defective materials • Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

Section 2: Landlord's Contents

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Available on "Specified Contingencies" basis with the option to include "Accidental Damage" Subsidence is available as an option in most cases	<ul style="list-style-type: none"> • Temporary Removal of Contents of Common Parts – up to £25,000 • Replacement Locks – up to £25,000 • Tenants' debris removal costs – up to £25,000 in respect of any one premises • Loss of Oil and Metered Water – up to £25,000 in any one period of insurance • Alternative Accommodation Costs whilst the Building is uninhabitable up to £100,000 [for 24 months] • Theft from outbuildings – up to £2,500 • Theft by Tenants include up to £10,000 any one period of insurance (but excluding Damage or liability caused as a result of the property being used for the illegal cultivation of drugs) • Illegal Cultivation of Drugs – up to £5,000 in any one Period of Insurance but We will not be liable for the first £250 of each and every claim 	<ul style="list-style-type: none"> • Index Linking • Basis of Claims Settlement – Reinstatement • Automatic Reinstatement of Sum Insured provided extra premium paid • Excess – as per schedule • Flat Roof Condition • Subsidence Condition 	As shown under Section1: The Structure, but with the following additional exclusions: <ul style="list-style-type: none"> • Damage due to leakage of beverages from bottled stock • Theft of property in excess of £2,500 contained in any outbuilding

Section 3: Public Liability

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Legal liability to pay damages and associated costs in respect of: <ul style="list-style-type: none"> • accidental bodily injury, death, disease or illness • accidental damage to material property • accidental obstruction, trespass, nuisance or interference with air, light, water or way • wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy 	<ul style="list-style-type: none"> • Cross Liabilities • Motor Contingent Liability • Defective Premises Act 1972 • Compensation for Court Attendance connected to a claim (up to £500 per day for partner/director and £250 for each employee) • Additional Persons Insured • Worldwide Personal Liability • Contractor's Contingent Liability • Contractual Liability 		<ul style="list-style-type: none"> • Ownership of buildings not insured under Section 1 – The Structure • Ownership of land unless we have agreed to provide cover • Manual work away from Premises (other than collection or delivery) • Injury or damage arising from any mechanically propelled vehicle or any vessel made to float on, in or travel through water, air or space

Section 3: Public Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Indemnity limit as shown in the Schedule</p> <ul style="list-style-type: none"> Territorial Limits: <ul style="list-style-type: none"> The United Kingdom, the Channel Islands and the Isle of Man; and elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in the UK, the Channel Islands or the Isle of Man, for the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs. <p>(see also Worldwide Personal Liability Extension)</p>	<ul style="list-style-type: none"> Health & Safety at Work etc. Act 1974 Data Protection Legislation Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000) 		<ul style="list-style-type: none"> Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given Goods which You supply, install, erect, repair or treat Cost of rectifying or replacing defective work Pollution or contamination other than caused by a sudden identifiable and unintended and unexpected incident Damage to anything supplied, installed or erected by You if such Damage is attributable to any defect therein

Section 4: Rent Receivable

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul style="list-style-type: none"> Loss of: <ul style="list-style-type: none"> Rent Additional Expenditure Outstanding Debit Balances Costs and expenses incurred in re-letting following insured Damage Additional expenditure incurred to avoid or minimise loss <p>The insured causes of damage will follow those under Policy Sections 1 and 2 unless you have requested otherwise</p>	<ul style="list-style-type: none"> Boiler Explosion Prevention of Access – Damage to property within one mile of the Premises (up to the full sum insured) Alternative Accommodation in respect of residential parts of the Premises Loss of Book Debts Alternative Accommodation Professional Accountants' Charges Automatic Rent Review – maximum 100% increase Subrogation Waiver against Parent or Subsidiary Companies and Tenants Contingency Rent Extensions for Landlords' Protection (up to £500,000 any one claim) in respect of: <ul style="list-style-type: none"> Denial of Access and Public Emergency - Damage to property within one mile of the Premises (up to 3 months Indemnity Period) Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide Failure of Utilities Loss of Attraction up to £250,000 in respect of any one claim Theft by Tenants up to £5,000 any one period of insurance (but excluding Damage or liability caused as a result of the property being used for illegal activities) 	<ul style="list-style-type: none"> Reinstatement of Sum Insured following a loss Cessation of Trading First Financial Year Payment on Account Unoccupied Buildings 	<ul style="list-style-type: none"> As shown under Section 1: The Structure and Section 2: Landlord's Contents

Section 5: Glass and Sanitary Ware

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<ul style="list-style-type: none"> “All Risks” cover on Glass, Sanitary Ware and Shop Front Glass at the Premises for which You are responsible 	<ul style="list-style-type: none"> Reasonable cost of boarding up Damage to frames or framework following breakage of Glass Removal/replacement of fixtures to effect replacement of glass Replacement of foil, lettering, painting of glass, etc. Accidental damage to goods following breakage of glass in display windows 		<p>Damage arising out of:</p> <ul style="list-style-type: none"> Fire, Lightning or Explosion Removal or installation or repairs or alterations carried out at the Premises Theft unless theft is covered under Section 1 or 2 Damage in any portion of Vacant or Disused Buildings Any item flawed or broken at commencement of policy

Section 6: Employers’ Liability

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Legal liability to pay damages and associated legal costs in respect of bodily injury, death, disease or illness caused to Employees.</p> <p>Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <ul style="list-style-type: none"> Territorial Limits <ul style="list-style-type: none"> The United Kingdom, the Channel Islands and the Isle of Man; and elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in the UK, Channel Islands or the Isle of Man, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs. 	<ul style="list-style-type: none"> Health & Safety at Work etc. Act 1974 Cross Liabilities Compensation for Court Attendance connected to a claim (£500 per day for partner/director and £250 for each employee) Unsatisfied Court Judgments Additional Persons Insured Injury to Working Partners Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000) 	<ul style="list-style-type: none"> Right of Recovery – indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you shall repay to us all sums paid which we would not have been liable to pay but for the provisions of such law) “Certificate of Employers’ Liability Insurance” 	<ul style="list-style-type: none"> Bodily injury to Employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988 Visits or work on any offshore rig or platform

Section 7: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Damage caused by an Act of Terrorism involving:</p> <ul style="list-style-type: none"> Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business Non-Damage Business Interruption <p>as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.</p>		<ul style="list-style-type: none"> Indemnity is subject to: <ul style="list-style-type: none"> HM Treasury certifying that an event or events have been an Act of Terrorism a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury determining that any Damage was caused by an Act of Terrorism Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance shall not apply to Terrorism insurance 	<ul style="list-style-type: none"> Cover applies in England, Wales and Scotland only. It will not extend to include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power

Section 7: Terrorism *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Provided that Our liability will not exceed in any one Period of Insurance:</p> <ul style="list-style-type: none"> in all the total Sum Insured; or for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less. 		<ul style="list-style-type: none"> Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance 	<ul style="list-style-type: none"> Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor Damage to any Residential Property insured in the name of a Private Individual

General Conditions

<ul style="list-style-type: none"> Fair Presentation of the Risk Reasonable Precautions Change of Risk or Interest Cancellation 	<ul style="list-style-type: none"> Instalments Choice of Law Contracts (Rights of Third Parties) Act 1999 	<ul style="list-style-type: none"> Interest Fire Extinguishing Appliances Changes to your cover 	<ul style="list-style-type: none"> Unoccupancy Sanctions, Prohibitions or Restrictions
---	--	--	--

Claims Conditions

<ul style="list-style-type: none"> Observance of Terms Action by You 	<ul style="list-style-type: none"> Our Rights Fraudulent Claims 	<ul style="list-style-type: none"> Subrogation Other Insurances 	<ul style="list-style-type: none"> Arbitration Excesses
--	---	---	---

General Exclusions

<ul style="list-style-type: none"> War, Government Action and Terrorism other than as provided under Section 7: Terrorism, where insured 	<ul style="list-style-type: none"> Radioactive Contamination Pollution or Contamination 	<ul style="list-style-type: none"> Date Recognition Cyber 	<ul style="list-style-type: none"> Infectious or Contagious Disease
---	---	---	--

Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Helpline services available 24 hours a day, 7 days a week for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of Intact Insurance). Note that where advice is sought in respect of Tax Advice or in respect of very specialist matters, such advice is only provided 9am to 5pm Monday to Friday (other than public and bank holidays).
- Business Emergency Assistance Helpline – assistance from reputable local contractors to deal with an emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of Intact Insurance). You must pay any call-out or repair charges.
- Stress Counselling Service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of Intact Insurance).
- Emergency Glazing and Security Assistance – call outs for any glazing or door and window security problems (provided by Intact Insurance's approved supplier panel).

The following helpline service, which is provided by a medically qualified person, is available 9am to 5pm Monday to Friday, excluding public and bank holidays:

- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complementary health and changing doctors (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of Intact Insurance).

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition – Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with the General Condition – Cancellation.

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy, providing full details, as soon after the incident or circumstance as possible.

Out of normal office working hours, you can contact Sedgwick Global Solutions on **0345 600 7082** who act on your Broker's behalf and they will assist you with your claim.

In either case, please quote your Policy Number and have your policy documentation at hand.

When making a claim, it is very important that you meet all of the requirements of the policy, particularly Claim Condition 2 Action by You. If you don't, we may not pay part or all of your claim.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy, they will refer it to Intact Insurance.

If your complaint is still outstanding you can write to Intact Insurance direct at the following address, quoting your Policy Number.

Intact Insurance
Customer Relations Team
PO Box 255
Wyndham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk.

Please ensure that you quote your policy number in all correspondence.

Details of Intact Insurance's complaints procedures including information on what you should expect in response to your complaint can be found on Intact Insurance's website at

www.intactinsurance.co.uk/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

Further Information *continued*

Details about our Regulator

Intact Insurance policies are underwritten by Intact Insurance UK Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at **www.fca.org.uk**, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

The Prudential Regulation Authority website can be visited at **www.bankofengland.co.uk/pru**, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at **www.fscs.org.uk**.

Data Protection

At Intact Insurance we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from **www.intactinsurance.co.uk/privacy-notice/**. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which Intact Insurance are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

