

summary of cover

PROPERTY OWNERS INSURANCE



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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 property. All types of properties can be insured such as factories, industrial estates, shops, offices and the like.

The policy provides 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.

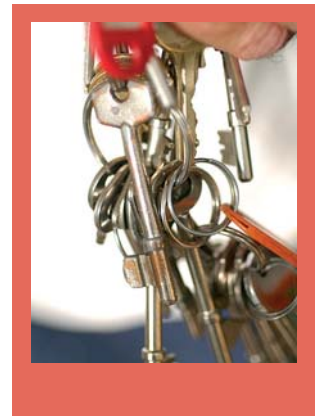
Optional extensions for

- Employers liability
- Legal expenses

The summary highlights the main features and exclusions to help you decide if the policy meets your needs. For all the terms and conditions that apply, please consult 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. So we provide an automatic 25% 'Day One' uplift to the 'Declared Value' to arrive at a sum insured you can feel confident in.
- 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 basis of settlement for buildings will be the cost of repair or replacement as new.

Features and benefits

Insurance for buildings and contents of common parts against a range of insured events such as fire, break-in, malicious damage, storm or flood, subsidence, escape of water, impact, accidental damage and terrorist damage. You select the events you wish to insure.

Contents of common parts includes 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.

Tenants' subrogation waiver

Following damage to any building insured by the Property damage section we agree to waive any rights to recoveries from the tenant as long as the tenant contributes to the cost of insuring against the event which causes the damage.

Significant exclusions and limitations

- excluding subsidence that started prior to the arrangement of this cover
 - page 20 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule
 - page 7 of the policy

Limit

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

Once selected, the sums insured will be the most we will pay.

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.

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

Special features

Features and benefits

Capital additions

Alterations and additions to the property insured for the events you have selected under Property damage.

Trace and access

Costs incurred in tracing the source of water or oil damage.

Private residences – temporary accommodation

For private dwelling houses or flats, we will pay for reasonable and necessary residents' temporary accommodation and storage of furniture, if you are liable to pay for these costs.

Clearing of drains

Charges for clearing or repairing drains as a result of insured damage.

Damage to the buildings by theft

Following theft or attempted theft of the fabric of the building.

Significant exclusions and limitations

Limit

For alterations and additions to existing properties, £500,000

For new properties you acquire, £2,000,000

- excluding appreciation in value – page 24 of the policy
- excluding property otherwise insured – page 24 of the policy

Limit

£50,000 any one claim

Limit

20% of the relevant building sum insured – for a flat an apportionment is made based on the number of flats in the building

Limit

£50,000 any one claim

Limit

£5,000 any one period of insurance for repairs to insured buildings following theft of the fabric of the buildings including external metal

£5,000 any one period of insurance for damage to insured property due to entry of rain water following theft of the fabric of the building

- excluding losses when scaffolding is erected at the premises unless we have agreed in writing to continue cover – page 25 of the policy

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

What is the equipment that is covered?

Any electrical or mechanical equipment unless excluded.

The covered equipment:

- Lifts, central heating or air conditioning systems
- Boilers are covered for breakdown and explosion
- Security and sound systems

Computers

For computers the section provides cover for any breakdown not included under a maintenance agreement.

For computer equipment outside the premises, cover is for breakdown and resulting business loss. The equipment must be in the custody or control of you, or your employee, within the European Union.

Expediting expenses

'Expediting costs' to speed up repair or replacement, and in making temporary repairs.

Loss avoidance

Costs incurred in taking exceptional measures to prevent or reduce a loss.

Significant exclusions and limitations

Limit

£5,000,000 in any one period of insurance

- excluding, in private dwellings, kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment
 - page 30 of the policy
- excluding breakdown caused by computer viruses or hacking
 - page 33 of the policy
- excluding wear and tear, although resultant loss is not excluded
 - page 33 of the policy
- excluding the excess the amount of which will be agreed with you and confirmed on the policy schedule

Limit

£100,000 for all claims in any one period of insurance

- excluding computer viruses and hacking
 - page 33 of the policy

Limit

£15,000 any one period of insurance

Limit

£5,000 any one period of insurance

Features and benefits

Rental income

Loss of income and other costs following the breakdown of equipment.

Significant exclusions and limitations

Limit

£30,000 any one period of insurance (or, if less, the general sum insured under the Rental income section)

- excluding claims arising from the need to reconstruct or re-input data or programs – page 33 of the policy

Rental income

This section provides you with cover to maintain your rental income following a fire or other insured event.

How will my claim be settled?

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

Features and benefits

Covers your loss of rent following a claim accepted under the Property damage section.
Also pays for the extra costs to minimise your loss of rent.

Cover is provided up to a period, which can be 12 months, 18 months, 24 months or 36 months (the 'maximum indemnity period').

Significant exclusions and limitations

You select the sum insured, which will be the most we will pay, and the maximum indemnity period you require.

Special features

Features and benefits

Additional increase in cost of working

This is an additional expenditure, which is reasonably incurred, over and above the amount of rent saved.

Rent reviews

An automatic increase to cover rent reviews during the indemnity period.

Managing agents' charges

Incurred in re-letting premises following insured damage.

Managing agents' premises

Covers your losses following damage at the premises of your Managing agents.

Prevention of access

Loss of rent arising out of access to the premises being prevented or hindered as a result of damage by the risks insured to neighbouring property, or following action of the government, police or local authority due to an emergency lasting over 4 hours.

Loss of investment income

We will include your loss of income arising because claim settlement is made later than the date rent would have been received.

Significant exclusions and limitations

Limit

£25,000 any one incident

Limit

an additional 100% of the rent sum insured

Limit

£50,000 or 20% of the rent receivable sum insured, whichever is the lower

Limit

The loss of rent sum insured will apply

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.

As required by law we will supply a Certificate of Insurance which should be displayed in a prominent place and after expiry retained in compliance with the Employers' Liability (Compulsory Insurance) Regulations 1998.

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 eg £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.

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 – page 45 of the policy

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.

Special features

Features and benefits

We will protect your legal position in the areas shown below.

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.

Significant exclusions and limitations

Limit

You choose either £50,000 or £100,000 each claim

- excluding costs and expenses before DAS's written acceptance of a claim
 - page 54 of the policy
- excluding claims reported more than 180 days after the date you should have known about the incident
 - page 54 of the policy

Standard cover

Features and benefits

Employment disputes

For defending your legal rights in a dispute with an employee arising from their dismissal or redundancy, or any other legal proceedings relating to their contract of employment.

Cover includes defence of your legal rights against a prospective employee claiming sex discrimination.

Significant exclusions and limitations

- excluding disputes in the first 90 days of this cover being provided
 - page 48 of the policy
- excluding, if the dispute arises within the first 180 days of cover being provided, any dispute with an employee who was subject to a warning within the 180 day period before cover started
 - page 48 of the policy
- excluding disputes arising under TUPE Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation
 - page 49 of the policy

Features and benefits

Compensation awards

Where we agree to defend your legal rights under the employment disputes cover, we will also pay any compensation award made at Tribunal should you lose the case.

Service occupancy

We will pursue your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible.

Legal defence

Defence of criminal prosecutions brought by the Police, the Health & Safety Executive and/or Local Authority Health & Safety Enforcement Officer. Also gives cover for civil actions in specified circumstances.

Bodily injury

We will pursue claims for accidental death or physical injury to you or your employees.

Tax and VAT

We will represent your rights throughout an enquiry by HM Revenue & Customs into your business accounts (and PAYE or Social Security contributions). We will also represent your rights in appeals against VAT assessments.

Significant exclusions and limitations

Limit

For compensation awards £1,000,000 for all claims in any one period of insurance

- excluding claims where established disciplinary procedures were not followed
 - page 49 of the policy

- excluding motoring or parking offences
 - page 50 of the policy

- excluding accidents involving motor vehicles
 - page 52 of the policy

- excluding dishonesty or criminal offences
 - page 53 of the policy

Limit

For HM Revenue & Customs 'aspect' enquiries (as opposed to 'full' enquiries) £2,000 and

- excluding the first £200 of costs
 - page 53 of the policy

Optional cover:**Features and benefits****Property protection**

We will pursue claims following damage to your property. Cover extends to problems such as nuisance and trespass.

Contract disputes

We will pursue or defend a claim for the sale, hire or purchase of goods and services.

Debt recovery

We will help to recover money and interest due from the sale or provision of goods or services.

Statutory licence protection

For appeals following loss of licence or British Standard Certificate of Registration.

Significant exclusions and limitations

- excluding damage to motor vehicles
– page 52 of the policy
- excluding disputes over breaches of professional duty
– page 51 of the policy
- excluding debts that are older than 90 days
– page 52 of the policy
- excluding original or renewal applications
- excluding licence appeals relating to motor vehicles
– page 51 of the policy

Plus**Free 24-hour helpline services provided by DAS for all our Property Owner policyholders:****Legal advice**

Provides free advice on any commercial legal problem relating to your organisation within the European Union, the Isle of Man, Channel Islands, Switzerland and Norway.

Tax advice

Provides advice on any tax matters affecting your organisation, under the laws of the United Kingdom.

Counselling

Available for your employees and their immediate family who live with them.

Employment manual and DAS businesslaw

Offering online employment and business law guidance.

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.

The policy allows for premises becoming vacant for short periods for up to 15 days between tenants. Over this but less than 3 months your cover is maintained under the Property damage section providing the Unoccupied buildings (or portions) condition is met (page 10 of the policy).

Cancelling the policy

We have the right to cancel the policy by giving you seven days notice in writing sent by recorded delivery to your last known address. If we cancel the policy we will refund the part of your premium which covers the cancelled period.

This policy does not entitle you to a cooling off period or refund if you decide to cancel 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

0845 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 0117 934 2000

What if I have a complaint?

If you have any reason to complain about the advice or service you have received you should contact either your Broker or Ecclesiastical Insurance Office plc depending on who sold you your policy.

If making your complain to Ecclesiastical you can make your complaint in writing or verbally to the Compliance Officer or Chief Claims Manager at:

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

Tel 01452 528533
Fax 01452 423557

Email complaints@eigmail.com

You may also have the right to refer your complaint to the Financial Ombudsman Service who can be contacted on:

Tel 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk

or visit their website:
www.financial-ombudsman.org.uk

If you are unable to refer your complaint to the Financial Ombudsman we will direct you to an alternative.

Neither option prejudices your right to take legal proceedings.

Full details of Ecclesiastical's complaints procedure is in the policy document or can be provided separately on request.

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 020 7892 7300
Email enquiries@fscs.org.uk

or visit their website 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 FSA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FSA's register by visiting the
FSA's website**

www.fsa.gov.uk/register

**or by contacting the FSA on
0845 606 1234**

Charity
Care
Heritage
Education
Nurseries
Commercial bespoke
Property Owners
Flats
Motor fleet
Household

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

Or visit us at

www.ecclesiastical.com



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