

# summary of cover

PROPERTY OWNERS INSURANCE



**Policy ref: PD2309****What is a policy summary?**

This document provides key information about the Property Owners insurance policy. Please note that this policy summary does not contain the full terms and conditions of this contract. These can be found in the Property Owners policy wording. If you have any questions please contact your insurance broker.

**Policy name**

Property Owners

**Underwritten by:**

Ecclesiastical Insurance Office plc. Helplines and legal expenses provided in partnership with DAS Legal Expenses Insurance Company Limited.

**Duration of your policy:**

12 months from the start date shown on your policy schedule.

**Renewal of your policy:**

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, so you may benefit from reviewing the value, cover and level of service provided by your policy.

**Significant features and benefits:**

The policy offers you insurance for your buildings and contents of common parts, your loss of rental income following a property damage claim and equipment breakdown cover helping you get an extensive range of equipment up and running again. Optional covers are available for terrorism, employers' and public liability and legal expenses.

The sections you have chosen to insure and the applicable sums insured are shown on your policy schedule.

We are also able to offer most of our customers the option of a special valuation service. Through this we will be able to recommend suitable values for the cost of rebuilding or replacing your property which will help you choose the right sums to insure.

## Key benefits include:

### We can provide a broad range of cover within one tailored policy which includes the following

- Property damage 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
- Property damage also contains automatic extensions including:
  - Inadvertent omission to insure up to £2,000,000 per property or £500,000 for unoccupied properties
  - Privity of contract up to £1,000,000
  - Capital additions for newly acquired properties up to £2,000,000 or £500,000 for unoccupied properties and the alterations and additions to existing properties up to £500,000
  - European Union and Public Authorities costs up to 15% of sum insured
  - Reinstatement to match
  - Emergency services damages to the grounds up to £25,000 per claim
  - Extinguisher and alarm re-setting expenses
  - Sprinkler upgrade costs up to 20% of the buildings sum insured
  - Clearing of drains up to £50,000 per claim
  - Contract works up to £100,000
  - Loss of oil gas or water up to £10,000 per period of insurance
  - Unauthorised use of utilities £5,000 per claim and £10,000 per period of insurance
  - Temporary accommodation for private residences up to 20% of sum insured and for a maximum of 24 months
  - Temporary removal for cleaning or repair up to 10% of sum insured
  - Fly tipping clearance costs at occupied premises up to £2,500 per claim and £5,000 per period of insurance
  - Loss of keys up to £2,500 per claim and £5,000 per period of insurance
  - Removal of trees if they are an immediate threat to life or property up to £500 per claim and £2,500 per period of insurance
  - Removal of insect nests up to £500 per claim
  - Any VAT you are unable to recover following damage to buildings
  - Day One uplift on Declared Values at a rate agreed with you
  - Loss of market value is available as an alternative to reinstatement basis of settlement
- Equipment breakdown for a range of equipment including lifts, boilers and air conditioning systems
  - up to £5,000,000 any one period for all claims
  - up to £500,000 any one accident for computer equipment at your premises
  - up to £5,000 for any one accident to portable computer equipment anywhere in the world
- Rental income cover following an insured event under the Property damage section and the extra costs to minimise the loss of rent
- Rental income also contains automatic extensions including:
  - Additional increase in cost of working up to £25,000 per claim for 'uneconomic' costs
  - Cover for managing agent's premises up to £50,000 or 20% of rent receivable whichever is less
  - Loss of investment income where claim settlement is made later than rent would have been received

## Additional cover – available at an extra cost:

- At your request the policy can be extended to include the contents of furnished and tenanted accommodation
- Terrorism cover can be taken out to cover all your property insured by the policy and can be extended to include your loss of revenue and/or additional costs following and interruption caused by an act of terrorism

- Employers' liability up to £10,000,000 per claim including legal costs and £5,000,000 per claim related to terrorism
- Public liability up to a limit of £2,000,000/£5,000,000/£10,000,000 depending on the limit chosen by you per event
- Corporate manslaughter defence costs up to £1,000,000
- Legal expenses cover for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any period of insurance as stated in the schedule or policy wording)

### Value-added services

- Commercial legal advice helpline
- Tax advice helpline
- Counselling helpline for the proprietor, employees and their immediate family members
- 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/limitations:

- Terrorism cover is excluded unless the separate Terrorism section is operative
- Radioactive contamination and war risks are excluded except in relation to Employers' liability if insured
- Pollution and contamination are excluded unless caused by an insured event other than accidental damage
- If after cover is taken out there are any significant alterations of risk, including contract works over £100,000 you must give us notice as soon as possible and we may cancel the policy or charge additional premium
- The relevant excess that applies is excluded from any claims
- In the event of underinsurance (except where our valuation service has been used and agreed) then the amount we pay for a claim will be reduced in proportion to the degree of underinsurance
- Equipment breakdown excludes wear and tear or maintenance related issues, breakdown caused by computer viruses or hacking, and any biomass and biogas installations
- Legal expenses
  - You must let DAS know about any problems straight away or they may not provide cover if you have tried to deal with matters on your own.
  - Problems must relate to your business activities in order for cover to apply.
  - Any claims where you are bankrupt or become bankrupt at the start or during a claim are excluded.
  - Except in certain circumstances, as specified in the policy wording, cover is subject to a "reasonable prospects of success" clause. "Reasonable prospects" is a 51% or greater chance of success, as assessed by a law firm or tax expert chosen by DAS.
  - In certain circumstances, you may be free to appoint your own legal representative, who will be subject to the DAS standard terms of appointment, including an hourly rate of £100 per hour. Any costs that fall outside the standard terms will not be paid by us.

### Cancellation rights:

We hope you are happy with the cover the policy provides. You have a right to cancel the policy within 14 days of receiving your policy documents. This is shown in your policy under the heading "Cancellation" in the General Conditions. This General Condition also explains your right to cancel outside of the cooling off period and our right to cancel your policy under certain circumstances.

## Our right to cancel:

We have the right to cancel your policy by sending 14 days' notice and shall refund to you the proportionate premium for the unexpired period of cover, this is shown under the heading "Cancellation" in the General Conditions.

## Claims service:

You can make a claim through your insurance broker or directly, using the following telephone numbers:

### For all claims other than legal expenses:

Call us on 0345 603 8381.

### For legal expenses claims:

Call DAS Legal Expenses Insurance Company Limited on 0345 268 9124.

## Complaints:

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints:

Ecclesiastical Insurance Office plc

Beaufort House

Brunswick Road

Gloucester

GL1 1JZ

Tel: 0345 777 3322

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

### For Legal expenses complaints:

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Tel: 0344 893 9013

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

## Our promise to you:

We will aim to resolve your complaint within one business day. To resolve your complaint we will

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision
- Respond in writing to your complaint as soon as possible

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

This complaints procedure does not affect your right to take legal proceedings.

### Financial Services Compensation Scheme (FSCS):

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

**[www.fscs.org.uk](http://www.fscs.org.uk)**

or write to:

Financial Services Compensation Scheme  
10th Floor,  
Beaufort House,  
15 St Botolph Street  
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

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

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

### Law applying

The policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

The Legal expenses section is governed by the law that applies in that part of the United Kingdom Channel Islands or Isle of Man where the Insured's business is registered. Otherwise the law of England and Wales applies.

This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register 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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