

# Property Owners Insurance

SUMMARY OF COVER



ecclesiastical

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# Property Owners summary of cover

## Introduction

Our Property Owners policy has been designed to meet the demands and needs of those wishing to insure the risks associated with the ownership of buildings let to tenants.

This document provides only a summary of the main benefits of the Property Owners insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions, limitations and obligations you may have. **For full details of all policy benefits and terms you should read the policy.** A policy document is available by contacting us or your broker.

The policy is divided into a number of sections but not all the sections may be operative as part of your insurance. **Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.**

## Things for you to think about

Please note this summary relates to our standard policy cover, if you feel you have specific needs or requirements outside of this we would be happy to consider your request. Please contact us or your broker.

# Important information

## **This policy is underwritten by**

Ecclesiastical Insurance Office plc. The legal expenses section is arranged through DAS Legal Expenses Insurance Company Limited (DAS).

## **Duration of your policy**

Generally 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, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

## **How do you pay**

You can either pay for your policy in full or by instalments. If you pay by instalments you must make regular payments as detailed in your credit agreement.

## **Where are you covered**

Your building(s) and contents of common parts whilst in your premises located in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Liability – for claims arising from your activities as property owner of the premises insured in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## **Excess**

Most cover sections will carry an 'excess' being the first amount of any claim or event, that you are responsible for. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with information as to whether the amount will be applied per claim or per event.

You may be able to obtain a premium discount if you choose to increase your excess. Please contact us or your broker to discuss any changes.

## **Limits**

Your cover is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. Please refer to your policy schedule for confirmation of the applicable limits.

## **Cancellation rights**

We have the right to cancel your policy by sending seven days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown in the policy document under the Policy conditions – Cancellation.

This policy does not entitle you to a cooling-off period.

# General conditions

The following General conditions apply to the policy (please refer to the individual sections of cover regarding significant or unusual exclusions/limitations that apply to each section):

- You must advise as soon as is reasonably possible of any alteration of risk which increases the risk of damage, accident or liability including major structural alterations or repairs above £100,000 at the premises and any material change in the use of the premises.
- For damage at or to the premises caused by theft or attempted theft it is a condition that all locks, bolts and other protective devices fitted to the premises must be put into full use whenever the premises is closed for business and are not attended by you or an authorised person. If the premises are partially used for residential purposes, the business portion must be secured as outlined outside of normal working hours, and the residential portion when unattended by you or an authorised person.
- Where any premises is protected by an automatic fire alarm installation, you will maintain the installation in full and efficient working order at all times, including a maintenance and testing arrangement with approved engineers, advise of changes to the installation and notify us of any disconnection, failure or reduced level of response.
- Where any premises is protected by an intruder alarm system you will ensure it is installed in accordance with the specification and advise us of any proposed changes, maintain the system in full and efficient working order at all times and service under a maintenance contract including appropriate testing, and notify us of any disconnection, failure or reduced level of response.
- When an incident occurs you must tell us as soon as you become aware. You must also not make or allow to be made on your behalf any admission, offer, promise, payment or indemnity without our written consent.

**Please refer to the General conditions and Claims conditions sections of the policy for full details of these conditions and other policy conditions that apply.**

# Property damage

## What is covered

This section provides cover for:

Your buildings with the option to insure for the additional insured events of accidental damage, sprinkler leakage and subsidence.

Contents of common parts – furniture and furnishings, maintenance, cleaning equipment, machinery and tools owned by you or which you are responsible for.

## How much you will be insured for

The buildings and contents of common parts will be covered up to the sums insured provided by you.

## How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will settle claims as follows:

For damage to the building we will rebuild, repair or reinstate the property damaged to a condition equivalent or substantially the same as its condition when new.

For contents of common parts we will pay for repairs if these can be carried out economically otherwise we will pay for replacement as new in most circumstances.

## Key extensions

- Damage caused by the emergency services at any part of the premises or grounds - £25,000 any one claim.
- Loss of oil, gas or metered water from the water or heating system - £10,000 in any one period of insurance.
- Damage to the buildings by theft – where theft is insured it extends to include, unless scaffolding is in place at the premises or the building is unoccupied:
  - Repairs following theft of the fabric of the building provided the buildings is insured - £7,500 any one period of insurance.
  - Repairs following theft of external metal provided the buildings is insured - £7,500 in any one period of insurance.
  - Damage to the buildings caused by theft of contents of common parts £7,500 any one period of insurance.
  - Damage to buildings caused as a result of the entry of rainwater following theft or attempted theft of the fabric of the building including external metal - £7,500 in any one period of insurance.
- The cost of replacing locks and keys following accidental loss of keys, damage to keys or locks or theft of keys - £2,500 any one claim, £5,000 any one period of insurance.
- If any private dwelling house or private flat cannot be lived in following an insured event we will pay temporary accommodation for residents, storage of furniture, kennel accommodation for domestic cats and dogs and travelling expenses - 20% of the sum insured for private dwelling houses or 20% of the sum produced by dividing the buildings sum insured by the number of flats for each private flat, for a maximum period of 24 months from the date of damage.
- Fly tipping clearing costs at occupied premises - £2,500 any one claim, £5,000 any one period of insurance.
- Capital additions for newly acquired properties - £2,000,000 for occupied premises or £1,000,000 for unoccupied premises and the alterations and additions to existing properties - 20% of the total sum insured on each property or £500,000 in respect of buildings and contents of common parts (whichever is less).
- Contract works extension to provide you with cover for your insurance obligations – £100,000 any one project for the works and site materials.

## What is not covered

**Please refer to Section 1 Property damage and General exclusions within the policy document for full details.**

- In respect of our buildings definition, the following are excluded: bridges, land piers, jetties, excavations and marquees. Also natural or artificial water courses, standing water such as dams, reservoirs, culverts, canals, moats, rivers and lakes or man-made elements attaching to or forming part of these.
- Gradual deterioration or wear and tear.
- Damage or corruption to, unauthorised use of, unauthorised transmission, misuse of data, any operator error of data or system or failure of a system.
- Damage caused following theft unless there is clear forcible and violent entry to or exit from the buildings.
- Contents that are not your responsibility

## Are there any limitations

**Please refer to Section 1 Property damage and General definitions within the policy document for full details.**

- If a building becomes unoccupied for a period exceeding 30 days cover will reduce to fire, lightning, explosion, aircraft, earthquake, subterranean fire, impact, falling trees and aerials.

## What are your obligations

You must tell us as soon as reasonably possible if:

- The use of the building ceases and the building becomes vacant for a period exceeding 30 consecutive days.
- There is an alteration to the use of your building.
- You are planning building work where the contract value is in excess of £100,000 and/or if the works involve the use of external scaffolding.

### Things for you to think about

Please contact us or your broker if any of the following apply:

- Should you have concerns that your sums insured are insufficient to meet your needs.
- You may wish to consider the 'Day One' method of inflation protection for your buildings, which provides you with a specified percentage uplift of the sums insured and is the most common method of insuring property.
- If you have requirements outside of the standard policy cover or the standard basis of settlement.
- If you require any optional covers, e.g. subsidence, accidental damage, terrorism or sprinkler leakage.

# Equipment breakdown

**This section is automatically included when property damage cover is in force.**

## What is covered

The repair or replacement of equipment, which suffers mechanical or electrical breakdown. Examples include lifts, central heating, air conditioning, office equipment, computer equipment, and audio visual equipment.

## How much will you be insured for

The total amount we will pay shall not exceed £5,000,000 in any one period of insurance. Within this amount the following limits apply:

- £500,000 for any one accident to computer equipment at the premises which you are responsible for.
- £5,000 for any one accident to portable computer equipment which you are responsible for.

All accidents that are a result of the same event will be considered as one accident.

## Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of liability in any one period of insurance):

- Costs to reinstate data that is lost or damaged following an accident to the computer equipment or costs to avoid interruption of your computer operation - £50,000 any one accident.
- We will pay for rental income loss following an accident to the equipment insured that results in the business being interrupted or interfered with. Our limit shall not exceed the sum insured in any one claim and £100,000 in any one period of insurance.
- Damage to the property at the premises following an explosion or collapse of the insured equipment which operates under steam pressure – £1,000,000 any one accident.
- Hire charges incurred for a substitute item during the period of repair for the insured equipment - limit £10,000 any one accident.
- Costs relating to repair, investigations and tests by engineers for damages to covered equipment following an accident - £25,000 any one accident.
- Additional costs incurred to gain access to repair or replace the insured item following an accident. Limit £20,000 any one accident.

## What is not covered

**Please refer to Section 2 Equipment breakdown within the policy document for full details.**

- Any loss or damage caused by a cyber related incident.
- Gradual deterioration or wear and tear.
- Damage which is covered under a maintenance agreement, warranty or guarantee.

## What are your obligations

- To maintain a minimum of 2 generations\* of verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain these records.

*\* Generations - This term is used to describe a system of data backup. You are required to make a full copy of every file on the computer or network. Two copies are required every 48 hours. The first copy is made and stored, and then the second copy is made and stored separately. During the next 48 hours, the next copy to be made and stored will replace/overwrite the oldest copy. This process continues, always overwriting the oldest copy. Two backups are always stored before the oldest is overwritten*



# Rental income

## What is covered

This section covers you for loss of rent or additional expenditure following damage by an insured event covered under the Property damage section.

Cover is provided for a specified period known as the indemnity period – this is the length of time, starting with the date the loss occurred, over which we will pay for a loss of rent (up to the sum insured) as a result of loss or damage to your property.

## How much will you be insured for

You will be covered up to the sums insured that you have provided to us.

In respect of rent receivable, an uplift of up to 200% of the sum insured is provided to take into account any rent reviews which would normally have taken place.

Where the sum insured is less than the annual rent you receive, the amount payable will be proportionately reduced.

## Key extensions

The cover provided by this section is extended to cover loss (for the limit specified or otherwise the sum insured) resulting from the interruption of your activities due to:

- Access to your premises being prevent or hindered following damage to neighbouring property.
- Access to your premises being restricted of more than 4 hours following emergency action taken by the government, police or local authority – £10,000 any one period of insurance.
- Loss of electricity, gas, water or telecommunications following damage to your suppliers sub-station or premises.
- Restriction of access to your premises following murder, food poisoning, defective sanitation or vermin occurring or being discovered at your premises – £100,000 any one occurrence, discovery or accident.
- Loss of attraction to your premises following damage to a building or other property in the immediate vicinity – 10% of the sum insured or £250,000 whichever is the less over a three month indemnity period.
- Additional expenditure following damage to avoid or diminish the loss of rent - £25,000 per claim.
- Your irrecoverable losses following damage at your managing agents' premises - £50,000 or 20% of the sum insured, whichever the less.

## What is not covered

**Please refer to Section 3 Rental income within the policy document for full details.**

- Loss following damage where property damage covering your interest in the property at the premises is not in force.

## What are your obligations

- You must supply us at each renewal with the estimated rent receivable for the financial year.

### Things for you to think about

If any of the following apply, please contact us or your broker to review:

- You have concerns that your sums insured are insufficient to meet your needs.
- You need guidance in calculating the length of time (indemnity period) to get your activities back to normal – this is critical to ensure the cover meets your needs.
- You have requirements outside of the standard policy extensions.

# Terrorism

## What is covered

This section provides cover for damage to your property and (should you choose) resultant loss of income insured under other sections of this policy following an Act of Terrorism.

An Act of Terrorism is defined as acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Cover applies in England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

Cover is provided up to the sum insured that you provide us with (see property damage and rental income sections).

## Optional cover – Non-damage Business interruption

If you decide to include the terrorism section you may choose to cover loss of income as a result of a terrorist event that does not involve physical damage to property. Contact us or your broker for more information.

## What is not covered

**Please refer to Section 4 Terrorism within the policy document for full details.**

- Riot, civil commotion or war.
- Computer virus, hacking or phishing.

### Things for you to think about

- Terrorism events are unpredictable and are not confined to major cities. The property damage and rental income sections do not include cover for terrorism, so if you are concerned about this risk you should consider adding the cover to your policy.
- If you choose to add cover for terrorism you must ensure that all of the property you are responsible for is insured for terrorism regardless of whether or not it is insured by us. Contact us or your broker to discuss this further.

# Liabilities

## Employers' Liability

### What is covered

Employers' liability cover provides an indemnity to you for your legal liability to pay damages to employed persons following injury in the workplace during the period of insurance, as described in your policy schedule.

The standard policy limit is £10,000,000 (£5,000,000 if injury to employed persons is terrorism related) including costs and expenses, any one event.

### What is not covered

**Please refer to Section 5 Liabilities within the policy document for full details.**

- Injury arising from or caused by a motor vehicle in circumstances where compulsory insurance is required by any road traffic legislation.

## Public liability

### What is covered

Public liability cover provides an indemnity to you for your legal liability to pay damages to third parties (not employees) for injury or damage to their property which occurs during the period of insurance and in connection with your business as property owner, as described in your policy schedule.

The standard policy limit is £5,000,000, higher limits are available. Other than for claims brought in the legal jurisdiction of the United States of America or Canada we will pay costs and expenses in addition to this limit.

For claims arising from your activities the standard limit applies to any one event. For claims arising from pollution or contamination, the standard limit applies to any one period of insurance.

### Key extensions

The cover provided by this section is extended to cover (for the limit specified or otherwise the limit of indemnity):

- Legal liability arising from the use by your employee of a motor vehicle that does not belong to you, and is not provided by you, on your organisations business if cover is not provided elsewhere.
- Defence costs and prosecution costs awarded against you resulting from any breach or alleged breach of the data protection legislation – £100,000 any one claim and in any one period of insurance.
- Overseas personal legal liability arising from activities not connected to, but whilst abroad on, your organisation's business' –£5,000,000 any one event.

### What is not covered

**Please refer to Section 5 Liabilities within the policy document for full details.**

- Error or omission from any professional services.
- Any craft designed to travel through water, air or space except for non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast.
- Liability arising from pollution or contamination unless cause is by a sudden, identifiable, unintended and unexpected incident.
- Any liability arising from advice, design or specification whether given for a fee or not.

## Liabilities section

### Key extensions

- Compensation if we request witnesses in connection with a claim under this section to attend court.  
Amount per day per person:
  - directors, trustees or partners - £500
  - employees - £250

### What are your obligations

- Any change to the occupation of your premises that you have declared to us.

### Things for you to think about

If any of the following apply, please contact us or your broker to review:

- If the limits are insufficient to meet your needs.

# Legal expenses

*Note: to ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf.*

## What is covered

Legal expenses cover for a range of legal issues that may arise up to the limit you choose 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 compensation award is limited to £1,000,000 in total for all such awards in any one period of insurance).

Standard cover is provided for the following legal issues:

- Employment disputes and compensation awards
- Legal defence
- Statutory licence appeal
- Property protection and personal injury
- Tax protection
- Leased or let property (including removal of squatters) where the amount in dispute exceeds £250 (including VAT) or £1,000 in respect of dilapidation disputes.

Optional cover:

- Contract disputes where the amount in dispute is over £250 (including VAT)
- Debt recovery for debts over £250 (including VAT)

In civil cases 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.

## What is not covered

**Please refer to Section 6 Legal expenses within the policy document for full details.**

- Any claims where you are bankrupt or become bankrupt at the start of or during a claim.
- In certain circumstances (with DAS' prior agreement) you may be free to appoint your own legal representative, who will be subject to the DAS standard terms of appointment. This includes an hourly rate not exceeding £100 per hour. Any costs that fall outside the standard terms will not be paid by us.
- Problems that do not relate to your business activities.
- Contract Disputes – where the dispute exceeds £5,000 (including VAT) the first £500 is not covered.
- Any claim reported more than 180 days after the date you should have known about the insured event.
- Any legal action the insured has taken which DAS or the appointed representative have not agreed to or any action that hinders DAS or the appointed representative.

## What are your obligations

- 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.

### Do not forget

Commercial legal advice helpline – DAS can provide legal advice on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Please see the Helpline services section of your policy wording for contact details.

# General information

## Claims service

For claims other than Legal expenses call 0345 603 8381.

New claims can be reported 24 hours a day, 7 days a week.

For Legal expenses claims call DAS Legal Expense Insurance Company Limited on 0345 268 9124.

## Complaint handling procedure

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

Benefact House,  
2000 Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

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. 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.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567

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

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

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

### The Financial Services Compensation Scheme

The FSCS is the independent body, set up by the 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)**

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

### Law applying

Unless agreed otherwise, the law which applies to this contract is the law of England and Wales unless your 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.

# Other support and cover available

As part of your Property Owners insurance policy, you also have access to a wide range of additional services and support.

## **Emergency glass replacement**

If you suffer glass breakage you can use these services and our specialist provider will effect a rapid repair.

Contact us on 0345 600 0148.

## **Preferred suppliers**

We have a number of pre-vetted suppliers, market leaders in their respective fields, who offer a range of risk improvement products and services, some at discounted prices. To find out more visit our website at

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

## **Value-added services**

The following are provided by DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited (DAS):

- Business assistance
- Commercial legal advice helpline.
- Tax advice helpline.
- Counselling helpline for your employees, authorised volunteers and their immediate family members, if they are aged 18 or over (or aged between 16 and 18 and in full-time employment).
- Employment Manual – offering online employment guidance.
- DAS businesslaw – offering online business law guidance. Some services are only available for a fee.

Full contact details for these services can be found within the policy document.



# Notes

# Notes

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.

