



# Digital Commercial Property Owners Policy Summary

## About this document

This summary of cover has been prepared to help you to:

- decide whether this product will meet your needs
- compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features & benefits as well as significant & unusual exclusions or limitations.

**Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording, your schedule and any attaching endorsements.**

## About Us

This Commercial Property Owners Insurance is underwritten by MS Amlin Insurance, SE. MS Amlin Insurance SE (UK Branch), The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000. MS Amlin Insurance SE is authorised by the National Bank of Belgium in Belgium and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request. In some respects the regulatory system applying will be different from that of the United Kingdom.

## Information about your business

You will need to provide us with information about your business, which must be a fair presentation of facts. We will rely on this information when deciding whether we can insure your business and what terms, conditions and premium are appropriate. Once the policy has started you will still need to tell us if you find that any of the information is incorrect or if it changes at any time during the period of insurance.

## Type of insurance and cover

This property owners' insurance policy provides the following cover:

- Property damage - we will cover you following damage to your property by an insured event.
- Business interruption - we will pay for interruption to your business following damage to your buildings or other property caused by an insured event.
- Property owners' liability – we will cover your costs and expenses and legal liability to pay compensation to any person suffering accidental injury or accidental loss of or damage to material property.
- Employers' liability - we will cover your costs and expenses legal liability to pay compensation in respect of injury to employees.
- Prosecution defence costs – we will pay for your costs and expenses in respect of the defence of any criminal proceedings brought against you in respect of any applicable legislation plus any prosecution costs awarded against you and costs and expenses incurred for your legal representation at an inquiry ordered under any applicable legislation.
- Legal expenses – cover is provided for an insured person's costs and expenses for claims relating the covers plus the cost of appeals.

The actual cover provided is shown in your Quotation, Policy Schedule & Wording.

## Significant Features & Benefits

### Important!

#### Index linking (if shown as applying in your schedule)

Index linking applies to the sums insured under section 1 of your policy, as shown in your schedule. This means the sums insured are automatically adjusted in line with the general rises in cost. By having index linked sums insured it gives you some inbuilt protection against the effects of inflation.

**Inflation provision (day one basis)** – where the basis of settlement is on a day one basis you must notify us of the declared value of the property insured for each item at the beginning of the period of insurance. The declared value is the value you arrive at when considering the potential cost of rebuilding or replacing property lost, destroyed or damaged with allowance made for professional fees, debris removal costs and any additional costs to comply with public authority requirements (ignoring any inflationary factors).

Day one basis of reinstatement means that the sum insured is declared as at the first day of the period of insurance and an inflation provision of 35% is then applied to reflect the effect of inflation. For example you may have a declared value of £100,000 and a sum insured of £135,000.

### Significant general conditions

- Unoccupied property notification.
- Security of unoccupied property.
- Changes in circumstances or alteration to risk.

## Section 1 – Property damage – automatic cover

Significant features and policy limits	Automatically included?
Additional metered gas or water charges £25,000 any one loss.	✓
Fly tipping £2,500 in total in any one period of insurance.	✓
Landscaping £25,000 any one loss.	✓
Removal of wasps, bees and hornets nests £500 for any one loss.	✓
Replacement locks £5,000 any one loss.	✓
Loss minimisation and prevention expenditure £25,000 any one loss.	✓
Failure of third party insurances £500,000 any one premises.	✓
Contract works £100,000 any one loss (£250 excess).	✓
Malicious damage and theft by tenant £5,000 for malicious damage any one loss and £1,000 for theft.	✓

### Significant exclusions

- Virus Disease Epidemic and Pandemic
- Damage caused by inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
- Damage caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching.
- Damage to property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

### Significant conditions

- Security requirements.
- Electrical wiring inspection
- Illegal Cultivation of Drugs

## Section 2 - Business interruption – automatic cover

Significant features	Automatically included?
Cost of re-letting.	✓
Legionellosis £1,000,000 at any one premises subject to a 3 month maximum indemnity period.	
Prevention of access.	✓
Professional accountants and legal fees.	✓
Public utilities.	✓
Rent of residential property 25% of the residential building sum insured in total in the period of insurance.	✓

### Significant exclusions

- Losses excluded under Property Damage section.

## Section 3 – Property owners' liability – automatic cover

Significant features	Automatically included?
Sudden and accidental pollution.	✓
Personal liability overseas.	✓
Leased premises. £250 excess.	✓
Indemnity to principals, directors and employees.	✓
Libel and slander £250,000 in total in the period of insurance.	✓
Terrorism £5,000,000.	✓
Contractual liability.	✓
Defective Premises.	✓

### Significant exclusions

- Fines liquidated damages or penalties.

## Section 4 - Employers' liability – optional cover

Significant features	Automatically included?
Contractual liability.	✓
Indemnity to principal.	✓
Compensation for court attendance – up to £250 per day (director/ partner) or £100 per day (employee).	✓
Injury to partner or proprietor.	✓
Solicitors fees.	✓
Unsatisfied court judgements.	✓

### Significant exclusions

- Liability for bodily injury to an employee in circumstances where compulsory insurance or security is required by Road Traffic Acts.
- Fines and penalties.
- Liability arising off-shore.

## Prosecution defence costs applicable to sections 3 and 4

Covers	Automatically included?
Costs and expenses in respect of criminal proceedings brought against you under any applicable legislation. Applicable legislation being:	✓
<ul style="list-style-type: none"> <li>a) Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella;</li> <li>b) Management of Health and Safety at Work Regulations 1999;</li> <li>c) Corporate Manslaughter and Corporate Homicide Act 2007;</li> <li>d) Health and Safety Inquiries (Procedure) Regulations 1975;</li> <li>e) Protection from Harassment Act 1997,</li> <li>f) Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990.</li> </ul>	
or similar legislation in force in the territorial limits;	
Prosecution costs awarded against you.	✓
Costs and expenses for legal representation at any inquiry under an applicable legislation.	✓
Covers appeals against improvement and prohibition notices incurred with our consent.	✓

### Main exclusions

- Costs and expenses incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability you may have to pay damages.
- Fines and penalties.

## Section 5 - Legal expenses – automatic cover

Covers	Automatically included?
Limit of Indemnity (per claim) £100,000	✓
Limit of Indemnity (in total in the period of insurance) £1,000,000 in respect of employment compensation awards	✓
Employment restrictive covenants	✓
Employment compensation awards	✓
Employment disputes	✓
Compliance and regulation	✓
Legal defence	✓
Property disputes	✓
Loss of earnings	✓
Tax protection	✓
Employees' extra protection	✓
Crisis communication	✓
Contract and debt recovery	✓
Statutory licence appeals	✓
Property damage, nuisance and trespass,	✓
Recovery of rent arrears	✓
Repossession of residential property	✓
Commercial lease dispute	✓
Holiday home contract disputes	✓
Data Protection and Privacy Cover £250,000 in total in any one period of insurance (claims made basis).	✓

### Main exclusions

- Costs and expenses or employment compensation awards incurred without our consent.
- Any actual or alleged act, omission or dispute happening before, or existing at the inception of the policy, and which the insured person knew or ought reasonably to have known could lead to a claim.

## General information

### Endorsements

This policy may contain endorsements which enhance or restrict the standard policy coverage. These endorsements are listed in the policy schedule and it is important you read them carefully and raise any queries with your insurance broker. Failure to comply with the terms of an endorsement could result in a claim being declined.

### Changes in your circumstances

It's important you let us know as soon as possible if your circumstances change either before the start date of your policy or during the period of cover. Examples of changes we need to know about include:

- if you need to increase or decrease any sums insured you have declared to us, or
- there is a change to the business you undertake that we do not know about, or
- you move premises or make alterations to the premises you occupy or
- the security and fire protections you have declared to us change;

If you don't tell us, we may reject a claim or reduce the amount of payment we make.

### Period of Insurance

The policy will remain in force for 12 months from date of commencement, unless shown differently on your quotation or policy schedule. You will be given at least 21 days' notice of the annual expiration date of the policy of the renewal terms.

### How to make a claim

If **you** need to make a claim under this policy, please telephone **us** on:

Property claims: **01245 396272**

Liability claims: **01245 396677**

If **you** need to notify a claim for Legal Expenses please telephone ARAG on **0117 917 1698** or download a claim form at **[www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)**.

**We** will be pleased to advise **you** of the steps to take, it will assist if **you** have details of **your policy** available when telephoning and please quote **your** policy number in all communications with **us**.

In some cases all or part of **your** claim may be handled on our behalf by one of our trusted partners. **You** can rest assured that we will strive to ensure **you** are provided with the exceptional service from MS Amlin Insurance, SE and **our** trusted partners.

**We** would refer **you** also to the claims conditions of this **policy**.

### Cancellation rights

This insurance has a cooling off period of 14 days, should you cancel your policy within this time, you are entitled to a full refund, subject to no claims being made.

For cancellation outside of the statutory cooling off period you can cancel this insurance at any time by writing (by e-mail, fax or letter) to us.

If this insurance is cancelled then, provided you have not made a claim and there hasn't been an incident that could give rise to a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for 6 months, the deduction for the time you have been covered will be half the annual premium.

We may cancel this policy where there is valid reason by giving you 30 days' notice in writing to your last known address, examples of valid reasons are set out in your policy wording. Any return premium due will depend on there being no claims made.

### **Compensation**

MS Amlin Insurance, SE are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if MS Amlin Insurance, SE are unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website [www.fscs.org.uk](http://www.fscs.org.uk)



## Complaints

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly.

At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your policy** or the handling of a claim **you** should, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

**Post: Complaints, MS Amlin Insurance, SE, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.**

**Telephone: +44 (0) 20 7746 1300 Fax: +44 (0) 20 7746 1001**

**Email: [AISE.complaints@msamlin.com](mailto:AISE.complaints@msamlin.com)**

**Website: [www.msamlin.com](http://www.msamlin.com)**

### Section 5 – Legal Expenses

**Post: ARAG plc, Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN**

**Telephone: +44 (0) 117 917 1561**

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

**Website: [www.arag.co.uk](http://www.arag.co.uk)**

If **you** remain dissatisfied after **we** have considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

**Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**Telephone: Tel: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK) 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Tel (Outside UK): +44 (0) 20 7964 0500**

**Fax: +44 (0)20 7964 1001**

**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)**

### Please note:

**You** must refer **your** complaint to the Financial Ombudsman Service within six months of **our** final response.

The Financial Ombudsman Service will consider a complaint from private individuals or from a small to medium enterprise (SME) which has an annual turnover of less than £6.5 million (or its equivalent in any other currency) and;

- i) Employs fewer than 50 persons; or
- ii) Has a balance sheet total of less than £5 million (or its equivalent in any other currency)

The existence of this Complaints Procedure does not affect any right of legal action **you** may have against MS Amlin Insurance, SE.







MS Amlin Insurance SE, UK Branch with the company registration number FC038781 and offices at The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG, tel. +44 (0)20 7746 1000. MS Amlin Insurance SE is authorised and regulated by the National Bank of Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority and the Financial Conduct Authority are available from us on request.