

Property Owners Policy for Commercial Customers of Residential premises with Leaseholders – United Kingdom, Channel Islands and Isle of Man

POLICY SUMMARY

IMPORTANT

This document is a policy summary for information only and does not contain the full terms and conditions of the insurance contract. The full terms and conditions of the insurance contract may be found in the policy wording, a specimen copy of which is available on our website - [Europe + UK – Commercial Division - Documents](#)

The summary below outlines the scope of the coverage available under this policy. The coverage provided under any policy purchased will relate only to the benefits of the insurance which you request and which we agree to insure.

For any queries relating to the multi occupancy buildings insurance, please contact productgovernance@awac.com

Information about your business

The Insured must make a fair presentation of the risk to us at inception, renewal or variation to the policy. Any material facts or circumstances must be communicated in a clear and accessible manner. Material facts are those which may influence our acceptance, assessment of risks, or pricing of the policy. If you are in any doubt as to whether a fact is material, you should tell us about it. Failure to make a fair presentation of the risk may result in coverage being withdrawn or a claim being rejected or reduced or invalidate the policy.

Type of Insurance

This policy is intended to provide property and liability covers for property owners. Most Sections are optional and are written by a panel of specifically selected Insurers which are detailed in your documentation.

The Sections that are available under this Policy are

Property Insurance

- Property Damage Section**
- Business Interruption Section**
- Terrorism Section**
- Machinery Breakdown Section**
- Specified Items All Risks Section**

General Liability

- Employers' Liability Section**
- Public Liability Section**

Cyber

Professional and Corporate Liability Insurance

- Directors and Officers Liability Section**
- Corporate Legal Liability Section**
- Employment Practices Liability Section**
- Professional Indemnity Section**

Commercial Legal Protection

The Policy may be made up of one/some or all of these sections

General Exclusions

The following significant exclusions apply to the policy.

- War and Civil War
- Terrorism (this does not apply to Employers' Liability)
- Radioactive and Nuclear hazards

We recommend that you ask your insurance intermediary to identify any exclusions, endorsements or warranties that have been specifically applied to your policy.

Duration

The policy will be valid for one calendar year (or other more specific period if agreed by Underwriters) from the start date.

Cancellation

Insurers can issue cancellation by giving 14 days' notice in writing

Claims

All claims should immediately be notified to those detailed in the Schedule.

Complaints

Our aim is to provide an efficient service to our customers. If you feel that we have not succeeded in this aim, or that we have been dilatory in anyway please let us know. If you have any questions or concerns which cannot be resolved by reference to your Broker, then please contact

Complaints Manager
Allied World Assurance Company (Europe) dac
19th Floor, 20 Fenchurch Street
London EC3M 3BY
Phone: 0207 220 0600
Email: AWE.Complaints@awac.com

If you remain unhappy

If your Business has an annual turnover of less than 2m Euro and have less than 10 employees and you are not satisfied with the way in which a complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. Please contact the following, quoting your policy number and the name of your Broker or Intermediary

Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Tel: 0800 023 4 567 or 0300 123 9 123
Or from abroad +44 20 7964 0500
Website: <http://www.financial-ombudsman.org.uk>
Email: complaint.info@financial-ombudsman.org.uk

Property Insurance

Property Damage Section

This insurance provides cover for loss or damage to material property.

Significant Features & Benefits

- Cover included for newly built or acquired properties – limits and conditions apply
 - Alternative residential accommodation costs - limits and conditions apply
 - Cover for properties inadvertently uninsured or where there is a failure of insurances arranged by third parties – limits and conditions apply
 - Contract Works covers up to £250,000
 - Costs incurred
 - removing or evicting squatters
 - removing wasp and bee's nests
 - felling or lopping trees which are of an immediate threat of causing injury or damage
 - tracing and accessing leaks of water or fuel oil
 - clearing and removing fly tipped property
 - arising out of unauthorised use of or accident discharge of metered utilities
- Limits and conditions apply
- Privity of Contract up to £2,000,000
 - Breakage of glass and sanitaryware

Significant Exclusions

- Sonic Bangs
- Damage attributable solely to changes in the water table level
- Damage to a building caused by its own collapse or cracking
- Storm or flood cover for moveable property in the open fences and gates
- Property in transit
- Electrical or mechanical breakdown
- Pollution and contamination other than caused by a sudden identifiable unintended and unexpected occurrence (this does not apply to Employers' Liability)

Significant Conditions

- Unoccupied Buildings – you must notify us when buildings become unoccupied and undertake checks and precautions as set out in the Unoccupied Building Clause
- Condition of Average (Underinsurance) - Whenever a Sum Insured is declared to be subject to Average if such sum will at the commencement of any Damage be less than the value of the property covered within such Sum Insured, the amount payable by the Insurer in respect of such Damage will be proportionately reduced

Business Interruption Section

This insurance provides financial compensation following an insured loss under the Property Damage Section and is designed to help the business return to a normal trading position as quickly as possible.

Significant Features & Benefits

- Cover is available on the basis of Estimated Rent Receivable which provides a limit of liability of 133.3% of the estimated amount
- The cover includes
 - additional costs and expenses incurred by the business in order to maintain turnover
 - auditors or professional accountants charges for the purpose of investigating or verifying any claim
 - re-letting costs
- Cover included for newly built or acquired properties – limits and conditions apply
- Cover for properties inadvertently uninsured or where there is a failure of insurances arranged by third parties – limits and conditions apply.

- Extensions to the standard cover are available on request including prevention of access, public utilities and Legionellosis

Significant Exclusions

- Losses excluded under the Property Damage Sub-Section
- Fines and damages for breach of contract, or late or non-completion or orders or for any penalties

Significant Conditions

Property Damage cover – Liability must have been admitted under the Property Damage Section for cover to apply

Terrorism Section

This insurance provides an extension to include **Damage** occasioned by or happening through or in consequence of an **Act of Terrorism**

Provided that

- (1) the **Insurers** liability in respect of all losses arising out of one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as specified in the Schedule
- (2) in any action or other proceedings where the **Insurers** allege that any **Damage** is not covered by this Section the burden of proving that such **Damage** is covered shall be upon the **Insured**

Significant Exclusions

- (1) **Damage** occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
- (2)
 - (a) the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or,
 - (b) any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item;

whether the property of the Insured 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 Services Attack**.
- (3) any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Damage** in respect of
 - (a) any property located outside England Wales and Scotland
 - (b) any nuclear installation or nuclear reactor
 - (c) any property which is specifically excluded elsewhere in this Policy
 - (d) any property which is insured by or would but for the existence of this Policy be insured by any form of transit aviation or marine policy

Employers' Liability Section

Cover is provided for liability to pay damages and legal costs that arise as a result of claims from employees suffering an injury or disease due to, and during, their employment.

The cover provided complies with U.K. compulsory employers' liability law.

The limit of indemnity is the maximum amount we will pay for any claim (including costs). For most claims it is £10,000,000, but it is restricted to £5,000,000 for claims relating to terrorism and asbestos.

Significant Features and Benefits

- Provides protection for legal liability for damages and all costs up to a limit of £10m within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (restricted to £5m in respect of Terrorism or asbestos).
- Covers employees temporarily working overseas in a non-manual capacity
- Covers private work carried out for directors or executives with the consent of the Insured
- Indemnity to principal
- Unsatisfied Court Judgements
- Health and Safety at Work Act and Corporate Manslaughter defence costs
- Cross liabilities
- Court attendance costs

Significant Exclusions or Unusual Exclusions or Limitations applying to Employers' Liability

- The limit of £10m is for one claim or series of claims arising out of one occurrence, all costs and expenses are included within the limit.
- Offshore work (unless required by compulsory insurance regulations to make a payment in respect of injury then the limit is restricted to £5m)
- Road Traffic Act legislation

Public Liability Section

Cover is provided in respect of liability in connection with your business to pay compensation including legal costs for

- Accidental injury to any person (excluding employees)
- Accidental loss or damage to third party property

The limit of indemnity is the maximum amount we will pay for any claim (including claimants' costs). We usually offer the option of either a £1m, £2m, £5m or £10m limit. The maximum amount we will pay for acts of terrorism is £2,000,000.

In addition the costs of defending a claim are covered by the policy. The limit chosen will also be the maximum we will pay in total for the period of insurance for claims relating to pollution.

Significant Features & Benefits

- Applies within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Covers employees temporarily working overseas in a non-manual capacity
- Cover is extended to include statutory debts in respect of clean-up costs arising from environmental damage caused by pollution or contamination arising under environmental directive statute up to £1,000,000

Significant & Unusual Exclusions or Limitations applying to Public Liability

- In respect of Public Liability the limit of indemnity is for one claim or series of claims arising out of one occurrence, but is unlimited in the period of insurance. Costs and expenses are not included within the limit.
- The excess as stated in the policy schedule in respect of loss or damage to third party property
- Pollution and contamination liability is excluded unless it is as a result of a sudden and unforeseen incident which takes place in its entirety at a specific time and place

- Road Traffic Act legislation
- Fines or penalties
- Damage to third party property in your care custody or control
- Liability arising from the ownership or use of aircraft, watercraft or hovercraft

Cyber Section

Significant Features & Benefits

- Breach of personal data
- Hacker damage
- Extortion

Significant Exclusions

- Dishonesty
- Prior Knowledge of Claims or Circumstances
- Seizure and Confiscation

Professional and Corporate Liability Insurance

Significant Features & Benefits

- Loss of Documents
- Libel and Slander
- Joint Venture Liability

Significant Exclusions

- Bodily Injury
- Fraud and Dishonesty
- Insolvency