Property Owners' Insurance

Notice to Policyholder

Important information affecting your policy wording

We've recently taken a fresh look at our Property Owners' product to make sure it still offers great value to our customers. As part of this review, we've made a few updates to your policy wording. To make things easier, we've listed the changes for you below.

This Notice to Policyholder highlights the key updates and changes to your policy. It doesn't include the full terms and conditions of your insurance, so we encourage you to read all your policy documents carefully to understand the cover provided.

Please also note that some of these changes may relate to parts of the policy that aren't currently included in your cover.

If you have any questions about any of these amendments, please contact your broker.

Your policy wording changes are summarised as follows:

Product Name

The product name has changed to Property Owners' Insurance.

Property Damage and Business Interruption Insurance

The following cover has been updated:

- **All other damage**
  - damage caused by fungus is excluded.
- **Escape of Water, Beverages, or Oil**
  - cover has been updated to include leakage of beverages.
  - the cost of replacing oil is excluded.
- **Sprinkler Leakage**
  - previously applying immediately, the exclusion in respect of damage by freezing in any building which is empty, disused, or unoccupied now applies when any building is empty, disused, or unoccupied for over 60 consecutive days.

We have added text to clarify that if cover is extended under more than one extension, only one limit of liability (the largest applicable) will be available to you in respect of the loss.

The following Extensions have been added:

- **Adjacent Property Damage**
  - the cost or additional cost of rebuilding, restoring, or making safe the insured's own building to comply with stipulations, or to restore the structural waterproofing or weatherproofing integrity of the building following damage to adjacent property.
- **Damage to Landscaping**
  - costs incurred in repairing damage to landscaped gardens and grounds caused by the emergency services when attending the premises - including replanting of trees, shrubs, plants and turf used in landscaping, as a result of damage by any of the insured covers 1 to 10 of this insurance.

- **Underground Services**
  - damage (for which the insured is legally liable) by any of the covers (whether or not such cover is operative) to underground pipes, cables, drains (and their respective inspection covers), supplying services to and carrying waste from the premises to the point of junction with the public supply lines, mains and sewers.

The following Extensions have been updated:

- **Alterations and Additions**
  - updated to clarify that rent forms part of this extension (shown in Schedule of Extensions).
  - if rent is to increase following completion of the alterations or additions, the company's liability shall be increased by the anticipated amount of the additional rent for the indemnity period.
- **Automatic Cover – Newly Acquired/Constructed/Refurbished Properties**
  - Territorial Limits have changed from United Kingdom to United Kingdom, Channel Islands and Isle of Man.
- **Concern for Welfare**
  - updated to refer to emergency services (previously police or any emergency service) and to include damage caused as a result of a criminal investigation.
- **Illegal Cultivation of Drugs**
  - conditions now apply in respect of residential properties.
- **Inadvertent Omission to Insure**
  - Territorial Limits have changed from United Kingdom to United Kingdom, Channel Islands and Isle of Man.
- **Loss Reduction Expenses**
  - updated to reflect that imminent damage is now defined.
  - to avoid a duplication in cover, temporary repairs has been removed from this extension.
- **Managing Agents (Rent Extension)**
  - Territorial Limits have changed from United Kingdom to United Kingdom, Channel Islands and Isle of Man.
- **Prevention of Access Non Damage (Rent Extension)**
  - the distance has been amended from within 1,000 metres to one mile.
- **Privity of Contract**
  - Territorial Limits have changed from United Kingdom to United Kingdom, Channel Islands and Isle of Man.
- **Third Party Failure to Insure**
  - Territorial Limits have changed from United Kingdom to United Kingdom, Channel Islands and Isle of Man.

The following provisions have been updated:

- **Automatic Reinstatement**
  - previously excluding theft, automatic reinstatement now applies following damage by any of the insured covers.
- **Further Investigation Expenses**
  - previously referring to the opinion of a 'competent construction professional', we now refer to a 'suitably qualified expert'.
  - for investigation costs in determining whether buildings in the vicinity have suffered damage, we have added that this applies to buildings in the 'immediate' vicinity.
- **Bases of Settlement**
  - debris removal has been updated to include debris recycling costs (incurred to sort, segregate and transport recyclable debris to recycling facilities anywhere in the United Kingdom, the Channel Islands or the Isle of Man, following Damage to the Building).
- **Removal of Debris – Residents Contents**
  - for residential properties, removing debris is extended to include the costs incurred in removing the debris of contents from the buildings which suffer damage (not being the insured's property). Up to £25,000 for such costs in respect of any one premises.
- **Data Processing Media**
  - we have added guidance on how we settle claims in respect of data processing media.
- **Documents, Manuscripts and Business Books**
  - we have added guidance on how we settle claims in respect of documents, manuscripts and business books.

- **Underinsurance in respect of Buildings and Contents – in respect of A1 (the cost of reinstatement)**
  - we will not reduce the amount payable if an RICS valuation or building cost assessment has been carried out in the last four years (this has increased from three years to four years).
- **Empty, Disused or Unoccupied**
  - conditions apply in respect of all insured covers.
  - previously applying after 45 days for residential buildings and 30 days all other buildings, this now applies when any building, becomes unoccupied for any continuous period exceeding 45 consecutive days for any property.
  - a requirement to maintain temperatures at a minimum of 4 degrees Celsius during October to April has been removed, along with some security requirements.
  - we have highlighted that failure to comply with the requirements, where it is material to the loss, will result in the company not paying the insured's property damage claim.

The following Exclusion has been updated:

- **Property Excluded**
  - we have removed exclusions in respect of property in transit, trees, property or structures in the course of construction or erection and materials and supplies in connection with such property in the course of construction or erection. Reference to 'bridges' has been amended to 'bridges (other than pedestrian access bridges)'.

The following Definitions have been updated:

- **Buildings**
  - 'fitted carpets' have been amended to 'fitted floor coverings' and we have removed any duplication in respect of services.
- **Contents**
  - 'fitted carpets' have been amended to 'fitted floor coverings'.
- **Declared Value**
  - re-worded for clarity.

Employers' Liability Insurance

The following Exclusion has been added:

- **Deliberate or Intentional Act or Omission**
  - this excludes any legal liability arising from any deliberate or intentional act or omission committed by you.

Property Owners' Public Liability

The following Exclusion has been added:

- **Deliberate or Intentional Act or Omission**
  - this excludes any legal liability arising from any deliberate or intentional act or omission committed by you, or by any partner or director of yours.

The following has been updated:

- **Offshore**
  - we have moved the definition and exclusion from the Employers' Liability Insurance section, to appear as a General Definition and General Exclusion.
- **Overseas Personal Liability Extension - Section B – Property Owners' Public Liability**
  - providing indemnity to the insured and at the insured's request any director or partner of the insured, or any employee – we have extended cover to include any family member accompanying them.

Terrorism Insurance

- **Special Provision – Cyber Terrorism**
  - the list of covers within the exception to the electronic risks exclusion has been updated to reflect the updated escape of water cover (now escape of water, beverages or oil from any tank, apparatus or pipe).

Making a Claim – Claims Conditions

- **Notification**
  - we have removed the requirement to give notice to the police within 24 hours of damage caused by riot and malicious persons. This has changed to notifying the company within 14 days in the case of loss, destruction or damage caused by riot.
- **Rights of Recovery**
  - we have added that we will waive rights against a property manager, in respect of damage to the buildings, if requested to do so by the insured after a claim under the policy.

Making a Claim – Notification

- the website address to notify us of a claim has changed to intactinsurance.co.uk/claims. You can easily access this by scanning the QR code we have added to the policy wording.

General Exclusions

- **War and Allied Risks**
  - the exception in respect of munitions of war was previously limited to within 1,000 metres of the property. This has been changed to within one mile of the property.

General Definitions

The following Definitions have been added:

- **Imminent Damage**
  - damage that will occur with certainty and in the immediate future if no action is taken. Damage that is only a risk or likelihood does not constitute imminent damage.
- **Offshore**
  - moved from the Employers' Liability Insurance Section to General Definitions.
- **Territorial Limits**
  - the United Kingdom, Channel Islands and Isle of Man. Where territorial limits were previously written in full, we now refer to the defined term.

The following Definitions have been updated:

- **Virus or Similar Mechanism**
  - definition renamed from 'Virus' to 'Virus or Similar Mechanism'.
  - in respect of codes, programming instructions and the like, this also includes any generated or operated by an AI system.
- **Intruder Alarm**
  - has been reworded for clarity.

Compensation

- This section has been renamed (previously Financial Services Compensation Scheme).