Property Owners' Insurance

Policy Summary

This summary gives a general overview of the covers provided by this insurance. It does not include all the details of your individual policy. Please read this document alongside your quote or policy schedule, schedule of extensions and policy wording for full information about the terms and conditions of your cover and any limits or exclusions that apply.

We recommend that you read all your policy documents carefully to ensure you understand the cover provided and that it meets your needs. If you have any questions or are unsure about any aspect of your cover, please contact your broker.

Property Owners' insurance is a commercial product underwritten by Intact Insurance UK Limited. It is suitable for customers who require insurance for their property portfolio for Buildings, Loss of Rent, Terrorism, Property Owners' Liability and Employers' Liability.

You can select the cover that suits your needs. You must select at least one of the following sections:

- Property Damage Insurance
- Property Owners' Public Liability

You may also select any of the following optional covers*:

- Terrorism Insurance
- Liability Insurance
  - Employers' Liability
  - Legal Defence Costs
  - Financial Loss

Optional covers only apply if you have selected them and do not apply to your policy if the cover is shown as 'Not Included' on your policy schedule. You can find more information about each of these covers under the same heading in the following pages of this summary.

*Terrorism Insurance is only available where Property Damage Insurance is chosen. Legal Defence Costs are available with Employers' Liability and Property Owners' Public Liability.

Significant General Exclusions

These exclusions apply to all sections of your policy. Please refer to your policy wording for the full list of exclusions and exceptions applicable to this policy.

We will not pay any claim due to:

- ⊗ radioactive contamination*;
- ⊗ war and allied risks*;
- ⊗ disease**;
- ⊗ offshore.

*except Terrorism Insurance and Liability Insurance Section A – Employers' Liability.

**except Terrorism Insurance and Liability Insurance.

Restrictions that apply to your policy

Along with the 'Exclusions and Limitations' listed in each section, there may be other restrictions or conditions that apply to your specific policy.

To fully understand what's included in your policy, please check your policy wording, schedule, endorsements, or certificates for details about:

- any excess or contribution you may need to pay if you make a claim;
- any section limits and sub-limits that apply to each section;
- the sums insured that you've agreed with us;
- how claims will be settled;
- the insurable value of your property (if the values you declare are lower, your claim may be reduced);
- any minimum security or unoccupancy requirements you need to meet.

Your obligations

Failure to comply with these obligations could invalidate the policy or result in a claim being rejected.

It is important that you:

- make a fair presentation of the risk at inception, renewal, and any variation of the policy and ensure that the information on the statement of fact is correct;
- tell us of any changes in your circumstances that may affect your insurance, and the cover provided;
- tell us as soon as you become aware of any incident or legal proceedings which may lead to a claim;
- do not admit, deny, negotiate, or settle a claim without our written permission;
- follow all the terms and conditions set out in the policy;
- at your own expense, take all reasonable steps to prevent damage or injury to employees or the public if you discover a defect or danger.

The duration of the policy

The policy is renewed on an annual basis and will usually run for twelve months. The start and end dates of your insurance cover are shown in your policy schedule.

You will need to review and update your cover periodically as changes happen to ensure it continues to meet your needs.

Where you are covered

Your cover primarily applies in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands, however your cover may be subject to variation or restriction. Please see your policy wording and the accompanying policy schedule. Your broker (or Intact Insurance if you do not have a broker), will provide you with more details.

How to pay your premium

You may be able to pay your policy annually, by monthly instalments or another option. Your broker, or Intact Insurance if you do not have a broker, will provide you with more details.

You must pay the premium shown in your policy schedule. We reserve the right to terminate the policy if there is a default in instalment payments due under any linked loan agreement or payment schedule.

If you have trouble paying your premium, please get in touch to discuss your options.

How to make a claim

You can notify us of any claim by visiting our website. You can do this at any time by scanning the QR code or by visiting intactinsurance.co.uk/claims. Alternatively, you can contact your broker for a claim form. You must give us any information or help that we may ask for. Full details of how to claim are included in the policy wording under 'Claims Notification.'

How to cancel your policy

You can cancel your policy at any time by informing your broker.

If you cancel within 14 days' of receipt of this policy (known as the "cooling off" period), we will refund the full amount of premium paid by you. If a claim has been made or an incident notified that could give rise to a claim during the "cooling off" period, this policy will be treated as in force and no refund of premium will be made.

If you elect to cancel after the "cooling off" period, you must give 14 days' notice, to your broker.

We may cancel this policy by giving you at least 30 days' written notice to either your broker or your last known address.

We will pay you a refund of any premium already paid for the remaining period of insurance if you have not made a claim and there are no notifiable incidents during the current policy year.

Law applicable to your policy

The law which applies is the law applicable in the part of the United Kingdom, Channel Islands, or the Isle of Man in which you are based. If you are based outside these territorial limits, English law and jurisdiction will apply. Full details will be provided in your policy wording and policy schedule.

How to make a complaint

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint, you should contact your broker, or Intact Insurance if you do not have a broker.

In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

You can contact our Customer Relations Team by writing to us by post or by email.

Address: Intact Insurance, Customer Relations Team, PO Box 255, Wymondham, NR18 8DP.

Email: customerrelations@intactinsurance.co.uk

Financial Ombudsman Service

If the Intact Insurance Customer Relations team cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 023 4567 (free from mobile phones and land lines) or

0300 123 9123 (costs no more than calls to 01 or 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS).

This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies.

You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

1 Property Damage

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

Standard covers:

Loss or damage caused by:

- fire;
- explosion;
- lightning;
- aircraft;
- earthquake;
- riot and malicious persons, civil commotion, locked out workers and employees on strike;
- storm or flood;
- escape of water, beverages or oil;
- impact by road, rail vehicle or animal;
- sprinkler leakage;
- theft;
- subsidence, ground heave or landslip;
- all other damage.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.

Cover excludes:

- explosion of steam process boilers and other steam pressure plant owned or operated by the policyholder, which is not used for domestic purposes only;
- storm or flood damage caused by change in the water table level, frost, subsidence, ground heave or landslip;
- subsidence damage arising from the settlement or movement of made–up ground, normal settlement or bedding down of new structures, or arising from coastal or river erosion;
- any damage caused by corrosion, rust, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
- damage as a result of construction, demolition, structural alteration or structural repair of any property at the premises;
- damage to property caused by its own faulty or defective design or materials;
- damage to property caused by inherent vice, latent defect, gradual deterioration and wear and tear;
- damage to any building or structure caused by its own collapse or cracking unless caused by a sudden, unintended and unexpected incident;
- damage to fences, gates, trees, plants, shrubs and turf and moveable property in the open caused by a storm, unless caused by falling trees or there is damage to the building at the same time;
- damage to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences caused by subsidence, ground heave or landslip;
- damage caused by pollution or contamination unless caused by a sudden, unintended and unexpected incident;
- damage by theft when there has been failure to maintain intruder alarm;
- theft of money by any director, partner or employee not discovered within seven working days of the occurrence;

What is covered (Cont.)

Exclusions and Limitations (Cont.)

- cyber and data;
- marine – anything insured under a marine insurance policy;
- insured's contribution;
- terrorism;
- riot and civil commotion in Northern Ireland.

Extensions to Property Damage Insurance

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not included'.

Cover is extended to include:

- adjacent property damage;
- alterations or additions made to any buildings or contents that are acquired or constructed;
- archaeological discoveries;
- automatic cover – newly acquired/constructed/refurbished properties;
- claims preparation costs;
- clearance of drains;
- concern for welfare;
- contractor's interest clause;
- contracting purchaser's interest;
- contract works;
- damage to landscaping;
- dilapidations;
- diminution in value;
- emergency call out costs and expenses;
- eviction of squatters;
- exhibition equipment;
- explosion of steam pressure plant (conditions apply);
- fly tipping;
- frustrated legal costs;
- glass cover;

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.

What is covered (Cont.)

- illegal cultivation of drugs (clean up costs and remedial works);
- inadvertent omission to insure;
- involuntary bailee and bailor's goods;
- involuntary betterment;
- landlord's contents;
- loss reduction expenses;
- mitigation of environmental impact;
- money;
- mortgagees and lessors;
- party wall;
- personal possessions;
- preservation of undamaged property;
- privity of contract;
- property at other locations;
- removal of nests;
- replacement of locks following the theft or accidental loss of the keys;
- resilient repairs;
- third party failure to insure;
- trace and access – cost incurred due to escape of water, beverages or oil;
- tree felling and lopping;
- tree removal;
- unauthorised use of water, gas, electricity and oil;
- underground services.

Exclusions and Limitations (Cont.)

Buildings and Contents

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

Buildings includes:

- buildings (including foundations);
- small outside buildings, extensions, annexes, yards, forecourts, paved areas;
- glass;
- roads, pavements, car parks and hardstandings;
- landscaping.

Contents includes:

- landlord's fixtures and fittings (including fixed glass and fitted floor coverings);
- tenants' improvements for which the landlord is responsible in on or around the buildings;
- furnishings and other contents of common parts of the buildings.

Cover includes:

- cost of reinstatement or alternative basis of settlement or loss of market value;
- cost of complying with public authorities' requirements;
- debris removal;
- professional fees and managing agents fees incurred in the reinstatement of the property.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Underinsurance – if the buildings or contents are underinsured any claim will be proportionately reduced.

Rent

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

Standard covers:

- loss of rent;
- cost of alternative accommodation for residential properties;
- cost of reletting the premises;
- additional expenditure to reduce loss of rent.

Cover is extended to include:

- business rates;
- failure of utilities;
- loss of attraction;
- managing agents premises;
- prevention of access (damage);
- prevention of access (non-damage);
- specified disease;
- vermin or pests, defective sanitation and murder or suicide.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Underinsurance – if the loss of rent is underinsured any claim will be proportionately reduced.
- Loss of rent will only be paid to the insured and not to any other party.

2 Terrorism

Terrorism cover is only available where Property Damage is chosen.

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

- Physical loss destruction or damage caused by terrorism.
- Loss of rent resulting from physical loss, destruction or damage caused by terrorism.
- Damage by otherwise insured perils following cyber terrorism.

Cover is provided arising from acts of Terrorism in Great Britain only excluding Northern Ireland.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Loss or damage caused by riot, civil commotion or war.
- Loss or damage to computer systems and data.

Selecting Cover

Terrorism cover cannot be purchased selectively. If you require Terrorism cover it must apply to all your insured property whether insured by this policy or not.

Sums Insured

Cover will be limited to the sums insured that you have selected as detailed in the policy schedule.

Important Note

Where Terrorism Insurance is purchased it must be effected in respect of all property for which general insurance applies and which is eligible for Terrorism Insurance, whether or not insured by this policy.

This is material information to Intact Insurance in the provision of Terrorism Insurance cover. If this is not the case, you will not be eligible for Terrorism Insurance and cover will not be provided unless previously agreed exceptions apply.

3 Liability

You should refer to your policy wording and policy schedule for the full details of any cover, exclusions or limitations that apply to your policy.

Employer's Liability

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

Standard covers:

- injury to any employee caused during the period of insurance – bodily injury, death, disease or illness;
- claimants costs and expenses which the insured is legally liable to pay in connection with any claim;
- costs of legal representation at any coroner's inquest or inquiry in respect of any death.

Cover is extended to include:

- unsatisfied court judgments;
- compensation for court attendance as a witness in connection with a claim;
- automatic acquisitions.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Fines or penalties.
- Costs of appeal against any improvement or prohibition notices.
- Compensation ordered or awarded by a court of criminal jurisdiction.
- Injury for which you are required to arrange motor insurance in accordance with road traffic legislation;
- deliberate, or intentional act or omission.

Property Owners' Public Liability

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

Standard covers:

- accidental injury to members of the public;
- accidental damage to their property;
- nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way;
- wrongful arrest or false imprisonment of a member of the public.

Cover is extended to include:

- advertising injury;
- automatic acquisitions;
- clean up costs;
- compensation for court attendance as a witness in connection with a claim;
- contingent motor liability;

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Excludes any legal liability in connection with:
  - aircraft products;
  - airside;
  - asbestos in the United States of America;
  - asbestos removal costs;
  - cyber;
  - employers' liability;
  - fear of asbestos;
  - fines or penalties;
  - mechanical vehicles;
  - product defects and recall;
  - professional liability;
  - property in the insured's custody or control;
  - pollution or contamination;
  - deliberate, or intentional act or omission.

What is covered (Cont.)

- cross liabilities;
- data protection act;
- defective premises act;
- excess motor liability;
- legionellosis;
- overseas personal liability;
- unauthorised movement of vehicles.

Exclusions and Limitations (Cont.)

Legal Defence Costs

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

You should refer to your policy wording and policy schedule for full details that apply to your policy.

- Legal costs and expenses in defending proceedings arising from a breach of the Health & Safety at Work Act 1974 or the Health & Safety at Work (Northern Ireland) Order 1978, the Corporate Manslaughter and Corporate Homicide Act 2007.
- Costs awarded against the insured or any director, partner or employee.
- The defence of criminal proceedings.
- Appeal against a conviction.
- Breach of relevant statutes.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Any claim involving injury or damage or insured under any section of the policy.
- Fines or penalties.
- Costs of appeal against any improvement or prohibition notices.

Financial Loss

What is covered

The covers below shall apply to your policy unless shown in your policy schedule as 'not insured'.

This is a claims made basis of cover.

Standard covers:

- legal liability for financial loss where no injury or damage has occurred;
- costs of legal representation;
- claimants costs and expenses.

Cover is extended to include:

- cross liabilities;
- compensation for court attendance as a witness in connection with a claim.

Exclusions and Limitations

- Please see 'What is not covered' in your policy wording.
- Excludes any legal liability in connection with:
  - advice, design or specification;
  - asbestos;
  - competition or anti-trust laws;
  - contractual liability;
  - defamation or intellectual property rights;
  - deliberate act or omission;
  - diminution in value;
  - electronic risk and data;
  - employment-related practices;
  - fines or penalties;
  - fraud;
  - injury, damage, nuisance, trespass or interference;
  - ownership, possession or use of any mechanically propelled vehicles;
  - person employed;
  - product recall;
  - radioactive contamination;
  - retroactive liability;
  - statutory authorities;
  - storage or processing of computer data;
  - strikes or labour disturbances;
  - financial loss sustained outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.