

COMMERCIAL PROPERTY OWNERS  
POLICY SUMMARY  
KEY FACTS

**euna**



## COMMERCIAL PROPERTY OWNERS INSURANCE POLICY SUMMARY

The Commercial Property Owners product is designed to meet the demands and needs of the majority of commercial landlords who wish to ensure their businesses are protected.

As standard, the policy will provide cover for:

- o Buildings
- o Glass
- o Owners liability to the public

The following optional covers are also available:

- o Landlords contents
- o Loss of rent receivable
- o Employers' liability

(If you have employees whose duties relate specifically to the property which you are insuring, e.g. rent collectors, gardeners or general maintenance staff, you will need to acquire this optional cover to meet your legal requirements under the Employers' Liability (Compulsory Insurance) Act 1969.)

This Policy Summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

Your cover is valid for 12 months and is renewable annually.

### Registration and Regulatory Information

Sections 1-3 are underwritten by Elite Insurance Company Ltd.

Elite Insurance Company Ltd is registered in Gibraltar, number 91111, and is licensed and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987 of Gibraltar and is a member of the UK's Financial Services Compensation Scheme, Financial Ombudsman Service and the Association of British Insurers (ABI). Elite Insurance Company Limited is authorised by the Financial Services Commission in Gibraltar and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of its authorisation and regulation by the Prudential Regulation Authority and regulation by the Financial Conduct Authority are available from Elite Insurance Company Limited on request.

The Insurance cover for section 4 Landlords Legal is issued in the United Kingdom by ARAG plc, and underwritten by Brit Syndicate 2987 at Lloyds.

ARAG plc is registered in England and Wales No. 02855818. Registered office at 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Ltd which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 204930.

ARAG plc is authorized and regulated by the Financial Conduct Authority. Its firm reference number is 452369.

# SIGNIFICANT FEATURES AND BENEFITS OF THE POLICY

## Section 1A – Buildings

Accidental loss, destruction or damage to your buildings, permanent outbuildings, fixtures and fittings, walls, gates and fences

Cover up to the buildings sum insured as shown in the policy schedule

### Replacement of Locks

Cost of replacing locks at the buildings if the keys are stolen from your home or business premises up to £5,000

### Trace and Access

Cost of locating the source of water damage and subsequent making good up to £5,000

### Unauthorised use of Electricity, Gas or Water

Cost of metered electricity, gas, or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the property without your authority up to £10,000

### Metered Water or Heating Oil

Additional water or heating oil charges incurred by you as a result of damage to the buildings up to £2,500

### Landscape Gardens

Cost of making good destruction of or damage to landscaped gardens or grounds at the premises caused by the emergency services to prevent loss or damage to the property up to £10,000

### Fire Extinguishing Appliances

Costs incurred for refilling fire extinguishing appliances, replacing used sprinkler heads and refilling sprinkler tanks in consequence of damage to the buildings up to £5,000

### Removal of Debris

Cost of removing debris, dismantling, demolishing, shoring up or propping up of the damaged buildings

## Landlord's Contents (Optional)

Loss of or damage to your furniture, furnishings, fixtures and fittings whilst contained within the buildings up to the contents sum insured as shown in the policy schedule or £1,000 any one article

## Further Policy Extensions

- o Day one reinstatement 25% of the buildings declared value
- o Capital additions up to 10% of the buildings sum insured or £250,000, whichever is the less
- o Non-invalidity
- o Tenants' subrogation waiver
- o Architects & Surveyors fees necessarily incurred in the reinstatement of the buildings

## Section 1B – Glass

Accidental Damage to all fixed glass in windows doors or fanlights at the premises, including the cost of any necessary boarding up pending replacement

## Section 1C – Owners' Liability to the Public

Liability in respect of any claim or number of claims arising from any one cause in respect of injury to any

## Section 2 – Rent (Optional)

Loss of rent resulting from accidental loss destruction or damage to insured buildings including:

- o Prevention of Access
- o Alternative Accommodation

## Section 3 – Employers’ Liability (Optional)

Liability in respect of any claim or number of claims arising from any one cause in respect of Bodily Injury to any Employee of the Insured in connection with the Business including:

- o Indemnity to joint insured
- o Solicitors costs for representation at any coroner’s inquest or fatal injury or Court of Summary Jurisdiction
- o Legal defence costs for criminal proceedings relating to Health and Safety at Work Act 1974 Up to £10,000,000 in respect of any claim or numbers of claims arising out of one cause

## Section 4 – Landlords Legal

### A – Legal Expenses

The insurer will pay your legal costs & expenses, including the cost of appeals up to £50,000 for claims reported during the period of insurance for the following:

#### 1. Repossession

We will pursue a claim for repossession of your property which is let

- o in England, Wales or Scotland as an assured shorthold, shorthold or assured tenancy under the 1988 Housing Acts or
- o in Northern Ireland subject to the Private Tenancies (NI) Order
- o to a limited company or business partnership
- o under licence agreements if you live at the property.

#### 2. Property Damage, Nuisance and Trespass

We will pursue a claim if your property or contents are damaged or affected by a public nuisance or trespass.

#### 3. Recovery of Rent Arrears

We will pursue a claim to recover rent arrears owed to you.

#### 4. Accommodation & Storage Costs

We will pay accommodation and/or storage costs while you are unable to get possession of your property.

#### 5. Prosecution Defence

We will defend a prosecution against you that relates to the letting of your property.

### B – Rent Indemnity

We will pay rent owed to you.

### Tenancy-related Legal Advice

Access by phone to legal and tax experts for EU-wide legal advice and UK tax advice.

### Landlords’ Legal Services website

- o Visit our Landlords’ Legal Services website and register using your voucher code to download
- o legal documents that can assist you with day-to-day issues that affect your residential property.
- o Many documents offer legal review services.
- o You can access our online law guide.

# SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS TO THE POLICY

## Section 1A – Buildings

- Damage to Buildings in the course of construction
- Damage to blinds or signs not securely fixed to the Buildings
- Damage to fences and gates caused by storm
- Subsidence ground heave or landslip (unless specifically extended)
- Acts of Terrorism (unless specifically extended)
- Damage caused by the use, removal, disposal, sale or storage of Asbestos
- The first £250 of each and every loss or damage

## Section 1B – Glass

- Damage caused by scratching or chipping
- Damage to glass already cracked at the commencement of insurance of this section
- The first £250 of each and every loss or damage

## Section 1C – Owners Liability to the Public

- Products Liability
- Liability of any amount in respect of liquidated damages, fines or penalties attributable solely due to contract
- Injury or damage caused directly or indirectly from gradual pollution or contamination
- Injury or Damage caused by the use, removal, disposal, sale or storage of Asbestos

## Section 2 – Rent

- Subsidence ground heave or landslip (unless specifically extended)
- Acts of Terrorism (unless specifically extended)
- Damage caused by the use, removal, disposal, sale or storage of Asbestos
- The first £250 of each and every loss or damage

## Section 3 – Employers' Liability

- Injury arising in connection with work on offshore installations

## Section 4 – Landlords Legal

- It must be more likely than not that your claim will be successful.
- Your claim must be reported to us during the period of insurance and as soon as possible after you first become aware of circumstances which could give rise to a claim. In relation to rent arrears, this must be within 60 days of the rent first becoming due.
- You must agree to use our appointed advisor before proceedings are issued or for claims heard in the small claims court.
- The insurer will not pay legal costs & expenses incurred before we agree to cover your claim.
- You must prepare an inventory and keep rental records up to date.
- Damage that arises from a contract other than a tenancy agreement.
- Trespass by your tenant or ex-tenant.
- You must be repossessing your property to live in it yourself.
- Accommodation costs exceeding £175 per day and in excess of £5,250 in total.
- Storage costs exceeding £50 for each complete week and in excess of £300 in total.
- Prosecutions alleging violent acts, dishonesty or relating to illegal drugs or alcohol, illegal immigration or indecent or obscene materials.
- Applies only where we cover your claim for repossession under Insured Event A – Legal Expenses.
- Rent is payable up to 5 or 11 months until vacant possession is obtained after which we will pay 75% of rent that was previously due for up to two months.
- You are responsible for the first unpaid month's rent.

You must have:

- a signed tenancy agreement
- vetted your tenant(s) including obtaining credit reference checks and a guarantor (if applicable)
- collected the first month's rent in advance and one month's rent as a deposit.
- Your property must be located in England & Wales, Scotland or Northern Ireland.
- We will not put advice in writing.
- Advice is restricted to landlord & consumer legal matters.
- Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays).
- We cannot advise on financial planning or financial service products.
- Services are subject to fair and reasonable use.
- Documents are restricted to landlord & consumer legal matters.
- Some documents can only be used in England & Wales.
- Many documents are free while others attract a modest charge.
- Legal review services are subject to a fee.

# CUSTOMER INFORMATION

## How to contact us to make a claim

Should you need to make a claim, please contact the following number

Euna Underwriting Limited (c/o Woodgate & Clark)  
Telephone number 01732 520720

Alternatively speak to your broker or send details to:

Euna Underwriting Limited (c/o Woodgate & Clark)  
The Red House  
King Street  
West Malling ME19 6QT

## Section 4 – Landlords Legal

If you need to make a claim you must notify us as soon as possible and in relation to rent arrears, within 60 days of the rent first becoming due. When legally required, you must first have issued the necessary notices informing your tenant of your intention to repossess the property.

1. Under no circumstances should you instruct your own lawyer as the insurer will not pay any costs incurred without our agreement.
2. You can request a claim form by telephoning 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays) or online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
  - o confirming the appointment of a suitably qualified representative who will promptly progress the claim for you; or
  - o if the claim is not covered, explaining in full why and whether we can assist in another way

## How to cancel your policy

You may cancel the policy, by giving instruction to us at any time.

You have a right to cancel the policy during a period of 14 days from the date of purchase of the contract or the day on which you receive your policy documentation whichever is the later. If you wish to do so and the insurance cover has not yet commenced you will be entitled to a full refund of the premium paid. Alternatively if you wish to do so and the insurance cover has already commenced you will be entitled to a refund of premium with a reduction for the period you have been covered subject to a minimum premium of £25 being retained by the company to cover administration costs.

If at any other time you choose to exercise your right to cancel your policy then you will be entitled to a refund of premium and tax paid subject to a deduction for the period for which you received cover, we will also deduct a further administration charge of £25.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund will be given for the unexpired period of insurance.

To exercise your right to cancel, please contact your broker/intermediary.

#### How to make a complaint

If you have a complaint, please contact us on 020 32171151 or write to us at the address below, quoting your policy number or claim reference if appropriate.

Euna Underwriting Limited  
America House  
2 America Square  
London EC3N 2LU

If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

If you should remain dissatisfied, once we have had the opportunity to resolve your complaint, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS).

For further details they can be contacted at  
Exchange Tower  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### Financial Services Compensation Scheme (FSCS)

Euna Underwriting Limited, Elite Insurance Company Limited, ARAG plc and Brit Syndicates Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if any of the entities listed cannot meet their respective obligations.

Further information is available from the Financial Services Compensation Scheme

10th Floor  
Beaufort House, 15 St Botolph Street  
London EC3A 7QU

[www.fscs.org.uk](http://www.fscs.org.uk)





#### Contact Us

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Euna Underwriting Limited is an appointed  
representative of ES Risks Limited which is  
authorised and regulated by the Financial Conduct  
Authority.

The Financial Conduct Authority Firm Reference  
Number for Euna Underwriting Limited is 655006  
and for ES Risks Limited is 565023.