



# INSURANCE POLICY SUMMARY

## PROPERTY OWNERS INSURANCE





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**This document is a summary of your Policy and other key information about the insurance cover that you should read. It does not contain full details of the terms and conditions of the Policy which can be found in the Policy Booklet. Please read the Policy Booklet carefully when you receive it and keep it for your future reference.**

If you have any questions about this Policy Summary, the Policy Booklet or the insurance cover generally, please contact your insurance adviser.

### WHO ARE THE INSURERS?

This Policy is provided by Pen Underwriting acting as agent on behalf of a leading UK Insurer.

The Insurer that is providing your Property Owners Insurance Policy will be shown on your Policy Schedule.

Legal Expenses and Rent Guarantee Insurance is provided by Arc Legal Assistance Ltd on behalf of AmTrust Europe Limited and administered on their behalf by Arc Legal Assistance.

### WHAT IS THE PROPERTY OWNERS INSURANCE POLICY?

The Property Owners Insurance Policy is a multi-section Policy. You must at least select Buildings and/or Contents cover but all other sections are optional. Sections are provided for:

- Buildings and contents with an optional extension for subsidence, heave and landslip. Cover is available on an All Risks or Specified Contingencies basis.
- Loss of Rent
- Employers' Liability
- Legal Expenses

This Policy Summary outlines the benefits, features and any significant or unusual exclusions or limitations to the above insurance covers. Your Policy Schedule will show clearly what covers you have selected.

### PERIOD OF COVER?

12 Months or as shown on the Schedule

### CORE COVERS

For your cover to apply you must comply with the conditions of the Policy. These are explained in the Policy Conditions section at the back of the Policy Booklet. These conditions include, but are not limited to, taking reasonable precautions to prevent loss and limit damage as well as actions you must take as soon as you are aware of a possible claim. Each section of the Policy contains exclusions and you must also refer to the Policy Exclusions section of the Policy Booklet for details of exclusions that apply to the entire Policy.

In addition to the standard exclusions and limitations your Policy Schedule will advise you of any special exclusions or limitations applying only to you. These are described on your Policy Schedule as Endorsements.

## PROPERTY DAMAGE – COVER OPTION A - ALL RISKS SECTION

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS
<ul style="list-style-type: none"> <li>• Accidental loss or damage</li> <li>• Automatic cover up to £2,000,000 for newly built and/or newly acquired buildings, with up to £500,000 for alterations, additions and improvements to the buildings</li> <li>• Up to £2,500 for replacement of locks, following loss of keys by theft or attempted theft</li> <li>• Damage to landscaped gardens and grounds</li> <li>• Damage to landscaped gardens and grounds £25,000</li> <li>• Loss of metered water, gas or electricity up to £25,000</li> <li>• Removal of debris following a loss</li> <li>• Costs and expenses incurred in locating and repairing the actual source of the damage caused by escape of water or oil from any tank, apparatus or pipe up to £25,000</li> <li>• Contents of common parts up to £25,000 unless otherwise stated in the Policy Schedule</li> <li>• Loss of rent and alternative accommodation up to 25% of the Sum Insured unless otherwise stated in the Policy Schedule</li> <li>• Value Added Tax</li> <li>• Accidental breakage of glass and sanitary fittings</li> </ul>	<ul style="list-style-type: none"> <li>• The first part of any claim (the Excess)</li> <li>• Wear and tear; gradual deterioration; faulty or defective design, materials or workmanship; frost or change in the water table level</li> <li>• Damage to moveable property in the open, including gates, fences, by wind, rain, hail, sleet, snow, flood or dust</li> <li>• Subsidence, ground heave or landslip caused by collapse, cracking, shrinkage or settlement of any building or coastal or river erosion</li> <li>• Theft or attempted theft by you, your family or an employee or any resident or their guest</li> <li>• Accidental damage does not include maintenance and normal redecoration costs; gradual deterioration; corrosion, rust, rot or fungus; vermin or insects; atmospheric or climate conditions; normal settlement or shrinkage; damage caused by domestic pets</li> <li>• Damage caused by or consisting of mechanical or electrical breakdown or derangement</li> <li>• Damage caused by or consisting of cracking, fracturing, collapse or overheating of a boiler vessel</li> <li>• Pollution or contamination unless resulting from a Defined Contingency covered by the Policy</li> <li>• £500 escape of water excess unless otherwise stated in the Policy Schedule</li> </ul>

## PROPERTY DAMAGE – COVER OPTION B – SPECIFIED CONTINGENCIES

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS
<ul style="list-style-type: none"> <li>• Cover on a Specified Contingencies basis including damage caused by fire, lightning, earthquake, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons, storm or flood falling trees, escape of water from any tank apparatus or pipe, falling trees or aerials, breakage or collapse of aerials or satellite dishes, impact, sprinkler leakage, leakage of oil from heating installations, theft or attempted theft</li> <li>• Automatic cover up to £2,000,000 for newly built and/or newly acquired buildings, with up to £500,000 for alterations, additions and improvements to the buildings</li> <li>• Up to £2,500 for replacement of locks, following loss of keys by theft or attempted theft</li> <li>• Damage to landscaped gardens and grounds up to £25,000</li> <li>• Loss of metered water, gas or electricity up to £25,000</li> </ul>	<p>Cover option B has the significant or unusual exclusions or limitations as Cover Option A, plus</p> <ul style="list-style-type: none"> <li>• Accidental breakage of glass and sanitary fittings</li> <li>• The first part of any claim (the Excess)</li> <li>• In respect of Storm and Flood cover, damage to fences, gates and moveable property in the open.</li> <li>• In respect of Subsidence cover, damage caused by collapse, cracking, shrinkage or settlement of any building or coastal or river erosion</li> <li>• In respect of Theft or Attempted Theft, loss or damage as a result of disappearance, inventory shortage, misfiling, misplacing of information or clerical error.</li> <li>• Pollution or contamination unless resulting from a Defined Contingency covered by the Policy</li> <li>• £500 escape of water excess unless otherwise stated in the Policy Schedule</li> </ul>

**PROPERTY DAMAGE – COVER OPTION B – SPECIFIED CONTINGENCIES (Continued)**

FEATURES AND BENEFITS	
<ul style="list-style-type: none"> <li>• Removal of debris following a loss</li> <li>• Costs and expenses incurred in locating and repairing the actual source of the damage caused by escape of water or oil from any tank, apparatus or pipe up to £25,000</li> <li>• Contents of common parts up to £25,000 unless otherwise stated in the Policy Schedule</li> <li>• Loss of rent and alternative accommodation up to 25% of the Sum Insured unless otherwise stated in the Policy Schedule</li> <li>• Value Added Tax</li> </ul>	
<b>Optional benefits you can choose to add to the Property Damage Section</b>	
<ul style="list-style-type: none"> <li>• Subsidence, heave and landslip</li> <li>• Terrorism</li> </ul>	

**LOSS OF RENT SECTION (OPTIONAL)**

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS
<ul style="list-style-type: none"> <li>• Auditors' and professional accountants' fees incurred in producing information required by us in preparation of a claim</li> <li>• Loss of income due to damage to property in the vicinity of the premises which prevents or hinders use of or access to the premises whether the premises have been damaged or not</li> <li>• Loss of Gross Rentals caused by interruption or interference with the business as a result of accidental failure of your supply of electricity, gas, water (at the terminal ends of your suppliers' feed to the premises) and telecommunications (at the incoming line terminals to receivers' premises)</li> <li>• Action by the police authority up to £100,000 for any interruption or interference lasting more than 12 hours</li> <li>• Loss of rent due to damage at managing agents' premises</li> <li>• Loss of Gross Rentals caused by loss of attraction resulting from damage to property in the vicinity of the premises by any cause insured under the Property Damage All Risks Section which directly causes a loss of custom to the business</li> </ul>	<ul style="list-style-type: none"> <li>• The deliberate act of a supply undertaking in withholding the supply of water, gas electricity, fuel or telecommunications services</li> <li>• Erasure or distortion of information on computer systems or other records</li> <li>• Losses excluded under the Property Damage section of the Policy</li> </ul>
<b>Optional benefits you can choose to add to the Loss of Rent Section</b>	
<ul style="list-style-type: none"> <li>• Terrorism</li> </ul>	

**EMPLOYERS' LIABILITY SECTION (OPTIONAL)**

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS
<ul style="list-style-type: none"> <li>• Legal costs and expenses in defending prosecutions under all relevant Health and Safety legislation</li> <li>• Payment for court attendance</li> <li>• Legal expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007</li> </ul>	<ul style="list-style-type: none"> <li>• Bodily injury to any employee engaged by you outside of the defined territories</li> <li>• Bodily injury to an employee carried in or upon, entering or getting on to, or alighting from a vehicle where any road traffic legislation requires insurance or security</li> <li>• Cover for acts of terrorism is limited to £5,000,000 per event</li> <li>• Any liability arising out mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos</li> </ul>

## PROPERTY OWNERS LIABILITY SECTION (OPTIONAL)

FEATURES AND BENEFITS	SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS
<ul style="list-style-type: none"> <li>• Actions under the Defective Premises Act</li> <li>• Legal expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007</li> <li>• Legal fees and expenses defending prosecutions under relevant Health and Safety legislation</li> <li>• Legal liability for accidental bodily injury in respect of contingent motor liability not owned by, not loaned, leased, hired or rented to you nor provide by you, which is being used in connection with the business in the defined territories</li> <li>• Payment for court attendance</li> <li>• Legal liability for financial loss, subject to a maximum in any one period of insurance of £500,000</li> <li>• Legal liability for accidental damage to employees' and visitors' personal belongings</li> <li>• Legal expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990</li> <li>• Liability for accidental damage to hired, rented or occupied business premises (including fixtures and fittings) within the defined territories</li> <li>• Personal liability for any director, partner or employee in respect of bodily injury or damage to property overseas</li> </ul>	<ul style="list-style-type: none"> <li>• The first part of any claim (the Excess) for third party property damage is £250</li> <li>• Liability arising out of any work or any products supplied which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device and the safety or operation of nuclear installations</li> <li>• Loss or damage to property which is held in trust or in your custody or control or any other party who is carrying out work on your behalf</li> <li>• Pollution or contamination unless caused by a sudden identifiable incident</li> <li>• Cover for acts of terrorism is limited to £2,000,000 or any other amount specified in the Policy Schedule for Property Owner's Liability whichever is the lower</li> <li>• Any liability arising out mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.</li> <li>• Indemnity provided under other policies and deliberate acts or omissions</li> <li>• Indemnity in respect of any agreement for or including the performance of work outside the defined territories</li> </ul>

## LEGAL EXPENSES AND RENT GUARANTEE INSURANCE SECTION (OPTIONAL)

Some important facts about your Landlord's Legal Expenses insurance policy are summarised below. This 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.

The insurance cover summarised in this document is provided by AmTrust Europe Limited, and administered on their behalf by Arc Legal Assistance Ltd (We/Us/Our).

Your Landlord's Legal Expenses cover is valid for the period specified in the insurance schedule and applies to the tenancy agreement with the tenant in the property specified in the insurance schedule.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p><b>Advisers' Costs to:</b> Evict a tenant who is in breach of the tenancy agreement.</p>	<p>The tenant must have passed a tenant reference as defined in the policy wording and all conditions of that reference must have been complied with.</p> <p>You must have entered into an Assured Shorthold Tenancy, Company Let or a written common law residential tenancy agreement with the tenant.</p> <p>The tenancy agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months.</p> <p>There is no cover for disputes with any persons other than the tenant(s) or guarantor named in the tenancy agreement.</p> <p>There is no cover for claims:-</p> <ul style="list-style-type: none"> <li>▪ which are not reported to us within 45 days of the</li> </ul>	<p><b>Tenant Eviction</b></p>

	<p>tenant defaulting on the terms of the tenancy agreement</p> <ul style="list-style-type: none"> <li>▪ where the tenancy agreement commences more than 31 days after the tenant reference.</li> <li>▪ arising from or connected to your performance of your obligations under the tenancy agreement.</li> <li>▪ arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory.</li> <li>▪ falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal.</li> <li>▪ relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended).</li> <li>▪ if all necessary statutory pre-grant notices to the tenant were not issued or the first month's rent and the deposit (held in accordance with Section 213 of the Housing Act 2004) has not been received in cash or cleared funds prior to the tenant entering the property.</li> </ul>	
<p><b>Legal costs to pursue:</b> Actions for nuisance or trespass relating to the insured property.</p>	The nuisance or trespass must have commenced at least 180 days after you first purchased this insurance.	<b>Non-Tenancy Property Infringement</b>
<p><b>Legal costs to defend:</b> A legal action as a result of a prosecution against you in a court of criminal jurisdiction where you are charged for committing a criminal offence directly and solely arising from your ownership of the insured property.</p>		<b>Criminal Prosecution Defence</b>
<p><b>This section of cover only applies where You have paid the appropriate additional premium and cover for Rent Guarantee Insurance is shown separately from Legal Expenses Insurance as insured on Your policy schedule.</b></p>		
You are covered for rent owed by a tenant under a tenancy agreement in relation to the insured property up to the maximum amount payable where the insured event occurs during the period of insurance and you, where applicable, are pursuing a claim against the tenant to evict them from the insured property.	There is no cover for claims reported to us more than 45 days after its occurrence.	<b>Rent Guarantee Insurance</b>
Advisers' costs of up to £50,000 per claim are covered.	This insurance covers the legal costs incurred by our panel solicitors, or their agents appointed by us to act for you. You are not covered for any other legal representatives' costs unless court proceedings are started.	<b>All</b>

#### Cancellation rights (cooling off period)

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

#### To make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on **0344 770 1044** and quote "**Pen Underwriting – Landlord's Legal Expenses**".

#### Complaints

If you are unhappy with the service that has been provided, you should contact us at the address below. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

#### Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615 000  
Email customerservice@arclegal.co.uk

#### Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

## FURTHER INFORMATION

### Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

**We** may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

### How to make a Claim

If you need to make a claim under any section of your Policy except the Legal Expenses and Rent Guarantee Insurance section, please contact us straight away by calling the number stated in your Policy Schedule.

Please also refer to the 'How to make a claim' Section at the front of your Policy for full details of your duties and how we deal with any claim.

To report a claim under the Legal Expenses and Rent Guarantee Insurance Section please call 0344 770 1044 and quote 'Pen Underwriting Landlords Protection'. Claims must be notified to the claims line within 45 days of the tenant first defaulting on the terms of the tenancy agreement. Failure to notify the claim within this time will invalidate the insurance cover.

### Legal Advice Helpline

To obtain advice from our panel solicitors on any legal or taxation matter that may give rise to a claim under the Legal Expenses and Rent Guarantee Insurance, please call 0344 770 1044 and quote:

**'Pen Underwriting Landlords Protection'.**

## COMPLAINTS PROCEDURE

### Our promise of service

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong

If your complaint is about the way your Policy was sold to you, please contact your broker to report your complaint.

For all complaints about your Legal Expenses cover you should contact :

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

If you have a complaint regarding a non Legal Expenses claim, please telephone us on the number shown in your claims documentation.

Alternatively for any other type of complaint you can contact the Pen Underwriting Limited Complaints Officer quoting **Your** policy or claim number.

Pen Underwriting Limited Complaints Officer  
3 Atlantic Quay  
20 York Street Glasgow  
G2 8AE

Telephone: 0141 285 3539

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within three working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response.

We will also let you know who is dealing with the matter. We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, eight weeks from you first raising the complaint.

Upon receipt of the letter if you remain dissatisfied you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

The Financial Ombudsman Service Exchange Tower  
London E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services Compensation Scheme

In the event that we are unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 7741 4100.

Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

### Adequacy of cover

To ensure that adequate protection is maintained you will need to periodically review the level of cover and sums insured stated in the schedule and policy wording.

### Choice of Law

This Policy will be governed by English Law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

### Our Regulatory Status

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 314493).

We are a limited company registered in England and Wales under company number 05172311. Our registered office is located at The Walbrook Building, 25 Walbrook, London, EC4N 8AW.

Arc Legal Assistance Limited, The Gatehouse,  
Lodge Park, Lodge Lane, Colchester, CO4 5NE.  
Registered in England and Wales with Company  
No: 4672894. Authorised and regulated by the  
Financial Conduct Authority.

You can check this on the Financial Services Register  
by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by  
contacting the FCA on 0800 1116768.

All panel insurers are authorised by the Prudential  
Regulation Authority and regulated by the Financial  
Conduct Authority and Prudential Regulation Authority.  
Details of the Insurer that is providing your Property  
Owners Insurance will be shown on your Policy  
Schedule.



