

POLICY SUMMARY - MARCH 2024



# WELCOME

# to your Policy Summary

The Property Owners product is designed to specifically meet the insurance needs of landlords who wish to ensure their properties are protected.

This policy summary provides a summary of the significant benefits, features and limitations of the cover. The full terms, conditions and exclusions of your policy can be found in your policy document, so please take time to read it in conjunction with the statement of fact and policy schedule and make sure you understand the cover provided.

As standard, the policy will provide cover for:

- Property Damage (including subsidence, landslip and heave for houses)
- Loss of Rent (up to 33.3% of sum insured for residential properties)
- Property Owners' Liability (£5,000,000)

The following optional covers are also available. Your schedule will show if you have selected them:

- Contents
- Loss of Rent (commercial properties)
- Employers' Liability\* (£10,000,000 any one occurrence)
- Terrorism (commercial properties)
- Legal Expenses

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule.

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.



### **CONTACT US**

If you need to make a claim under sections 1–5, please call: **0330 024 2266**  If you need to make a claim under section 6, please call: **0161 603 2203** 

Please have your policy number to hand when contacting us. All calls may be recorded for training and evidential purposes.

### Section 1: Property Damage

What you are covered for	Standard policy limit
All Risks cover for damage to property insured occurring at the Premises and within 50 metres of the Premises	Up to the Property Damage sum insured shown on the schedule
Additional Costs of Construction – Energy Efficiency	£100,000 or 10% of the Property Damage sum insured, whichever is the lower
Additional Statutory Costs	£500,000 or 10% of the Property Damage sum insured, whichever is the lower
Additional Statutory Costs – Undamaged Portions	£25,000 in any one Period of Insurance
Architects' and Surveyors' Fees	Up to the Property Damage sum insured shown on the schedule
Average Waiver	Up to the Property Damage sum insured shown on the schedule
Capital Additions	£250,000 or 10% of the Property Damage sum insured, whichever is the lower
Concern for Welfare Costs	£5,000 any one occurrence
Contracting Purchaser	Up to the Property Damage sum insured shown on the schedule
Contractors Interest	£50,000 or 10% of the sum insured, whichever is the lower
Contract Works	£250,000 in any one Period of Insurance.
Debris Removal Costs	Up to the Property Damage sum insured shown on the schedule
Debris Removal Costs (Tenants Contents)	Up to the Property Damage sum insured shown on the schedule
Drain Clearing	£25,000 any one occurrence
Fly Tipping	£10,000 any one occurrence and £25,000 in any one Period of Insurance
Further Investigation Costs	£10,000 in any one Period of Insurance
Gardening Equipment	£10,000 in any one Period of Insurance
Illegal Cultivation of Drugs	£5,000 any one occurrence
Landscaping Costs	£25,000 in any one Period of Insurance
Loss of Metered Utilities	£25,000 in any one Period of Insurance
Malicious Damage by Residential Tenants	£5,000 any one occurrence
Non-invalidation	Up to the Property Damage sum insured shown on the schedule
Protection Equipment Expenses	Up to the Property Damage sum insured shown on the schedule
Removal of Wasp or Bee Nests or Vermin	£1,000 any one occurrence.
Replacement of Keys and Resetting of Digital Locks	£5,000 any one occurrence
Sprinkler Upgrade Costs	Up to the Property Damage sum insured shown on the schedule

What you are covered for	Standard policy limit
Temporary Removal	Any one occurrence will not exceed 10% of the sum insured for each item covered
Theft Damage to Buildings	£50,000 or 10% of the Property Damage sum insured shown in the schedule whichever is the lower
Theft of fixed fabric of the Buildings	£25,000 in any one Period of Insurance
Trace and Access	£25,000 in any one Period of Insurance
Tree Felling and Lopping	£10,000 any one occurrence
Unauthorised Use of Electricity Gas or Water	£10,000 any one occurrence

### **Optional Covers:**

- Contents
- Subsidence, Ground Heave and Landslip (commercial properties)
- Terrorism (Section 5)

### Section 2: Loss of Rent (optional)

### What you are covered for

# Covers loss of rental income following damage to the buildings or contents by any cause covered by Section 1: Property Damage. Option of 12, 24 or 36 months indemnity period available.

Standard policy limit

Damage. Option of 12, 24 or 36 months indemnity period available. Cover Includes:

Alternative Residential Accommodation	20% of Buildings Sum Insured of residential building/residential portion
Buildings Awaiting Sale	Up to the loss of rent sum insured
Capital Additions	10%of the total sum insured on Rent receivable or £100,000 whichever is the lower
Compulsory Closure	£25,000 in any one Period of Insurance
Deeds and Documents	£50,000 any one occurrence during the Period of Insurance
Loss of Attraction	£50,000 in respect of any one occurrence or £250,000 during the Period of Insurance
Loss of Book Debts	Up to the Loss of Book Debts sum insured in the schedule
Loss of Investment Income	£50,000 any one occurrence during the Period of Insurance
Managing Agents Premises	£50,000 any one occurrence
Prevention of Access	£50,000 in any one Period of Insurance
Public Utilities	£50,000 any one occurrence during the Period of Insurance
Rent Free Period	£50,000 any one occurrence during the Period of Insurance
Unlawful Occupation	£25,000 unless otherwise stated in the schedule
Optional Covers:	

• Terrorism (Section 5)

## Section 3: Employers' Liability (optional)

What you are covered for	Standard policy limit
Protection against your legal liability for bodily injury to your employees	£10,000,000 any one occurrence including costs and expenses
Corporate Manslaughter and Corporate Homicide	£1,000,000 in any one Period of Insurance
Court Attendance Compensation	£500 per day for you, any director or partner £250 per day for employees
Cross Liabilities	Up to the limit of indemnity in the schedule
Health and Safety at Work Act 1974	Up to the limit of indemnity in the schedule
Indemnity to Other Persons	Up to the limit of indemnity in the schedule
Unsatisfied Court Judgements	Up to the limit of indemnity in the schedule

### Section 4: Property Owners' Liability

What you are covered for	Standard policy limit
Protection against your legal liability to third parties for accidental injury or damage	£5,000,000 any one occurrence Up to £1,000,000 in respect of Communicable Disease any one Period of Insurance
Contingent Motor Liability	Up to the limit of indemnity in the schedule
Corporate Manslaughter and Corporate Homicide	£1,000,000 in any one Period of Insurance
Court Attendance Compensation	£500 per day for you, any director or partner £250 per day for employees
Cross Liabilities	Up to the limit of indemnity in the schedule
General Data Protection Regulations	Up to £1,000,000 or the Limit of indemnity whichever is the lower
Defective Premises Act	Up to the limit of indemnity in the schedule
Financial Loss	£50,000 in any one Period of Insurance
Health and Safety at Work Act 1974	Up to the limit of indemnity in the schedule
Indemnity to Other Persons	Up to the limit of indemnity in the schedule
Legionellosis	£1,000,000 in the aggregate for any one occurrence or series of occurrences during the Period of Insurance
Libel and Slander	£25,000 in any one Period of Insurance
Obstructing Vehicles	Up to the limit of indemnity in the schedule
Overseas Personal Liability	Up to the limit of indemnity in the schedule

### Section 5: Terrorism (optional)

What you are covered for	Standard policy limit
An optional section where you have selected Property Damag Cover includes:	je and Loss of Rent.
Acts of Terrorism in England, Scotland and Wales	Limited to the sums insured selected

### Section 6: Legal Expenses (optional)

This Section of the policy is administered by MSL Legal Expenses Limited and underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

What you are covered for	Standard policy limit
Legal costs and expenses for insured incidents in connection	n with the business
Breach of Environmental Obligations	£100,000
Contract Disputes and Debt Recovery	£100,000
Court Attendance	£1,000
Data Protection	£100,000
Employment Compensation Awards	£100,000
Employment Disputes	£100,000
Energy Performance of Buildings Directive 2002	£100,000
Health and Safety Appeals	£100,000
Legal Defence	£100,000
Licence Protection	£100,000
Personal Injury	£100,000
Property and Squatter Protection	£100,000
Property Damage	£100,000
Property Disputes	£100,000
Property Legal Defence	£100,000
Rent Recovery	£100,000
Tax Protection	£100,000 (£2,000 in respect of any Tax Aspect Enquiry)
Tenant Eviction	£100,000
The maximum amount that can be claimed in any period of insurance is £200,000	

### **The Policy**

Description	See policy document
Alteration in risk	General Conditions
Reasonable precautions	General Conditions
Vacant or unoccupied Buildings	General Conditions
Sanctions	General Conditions
Electronic Risk	General Exclusions
Mould or fungus	General Exclusions
Asbestos	General Exclusions
Pollution or contamination	General Exclusions
Radioactive contamination	General Exclusions
Acts of Terrorism	General Exclusions
Communicable Disease	General Exclusions
Illegal Activities	General Exclusions

### **Section 1: Property Damage**

Description	See policy document
Property Insured at any premise that are unoccupied	Page 28
Theft unless involving forcible and violent entry to or exit from the premise	Page 29
Faulty or defective design workmanship or materials	Page 29
Wear and tear, gradual deterioration, inherent vice, latent defect	Page 29
Rot, rust, corrosion, insects, vermin	Page 29
Subsidence, ground heave or landslip (unless specifically extended)	Page 29
Storm, tempest or flood to fences, gates and property in the open	Page 28
Damage insured by the Equipment Breakdown section	Page 29
Vehicles required to be licensed for road use (including accessories thereon)	Page 28
Watercraft, aircraft or aerospatial device	Page 28
Property or structures in the course of demolition, construction or erection and materials, equipment or supplies	Page 28
Land, piers, jetties, bridges, culverts, excavations	Page 28
The first part of any claim (the Excess)	As shown in the schedule

## Section 2: Loss of Rent (optional)

Description	See policy document
Any interruption of or interference with the Business not caused by Damage other than as described in Extensions - Compulsory Closure and Unlawful Occupation.	Page 34
Section 3: Employers' Liability	

Description	See policy document
Bodily injury to any employee arising out of the ownership, possession or use of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation	Page 37
Bodily injury to any employee working in or on any offshore installation including whilst in transit to and from any offshore installation or support vessel	Page 37
Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages	Page 37
Cover for acts of terrorism is limited to £5,000,000 per event	General Exclusions

### Section 4: Property Owners' Liability

Description	See policy document
Damage to property which you or any of your employees are or have been working on	Page 43
Legal liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged	Page 43
Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos	Page 44
Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages	Page 43
Pollution or Contamination unless caused by a sudden and identifiable incident	Page 43
Liability arising in connection with any visits to or work on any offshore installation or whilst in transit to or from any offshore installation or support vessel	Page 44

### Section 4: Property Owners' Liability continued

Description	See policy document
liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:	
<ul> <li>any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident</li> </ul>	
<ul> <li>loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data</li> </ul>	Page 44
This Exclusion shall not apply in respect of:	
Bodily Injury	
<ul> <li>physical damage to material property</li> </ul>	
directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act or a Cyber Incident.	
The first part of any claim (the Excess)	As shown in the schedule
Cover for acts of terrorism is limited to £2,000,000 per event	General Exclusions
Section 5: Terrorism (optional)	

Description	See policy document
Riot civil commotion war invasion act or foreign hostilities civil war rebellion revolution insurrection or military or usurped power	Page 46
Computer Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack	Page 46

# Section 6: Legal Expenses (optional)

Description	See policy document
Any claim or incident prior to the commencement of this insurance policy	Page 55
Any claim relating to a motor vehicle	Page 55
Dishonesty, deliberate acts, violence and fraud by the insured person	Page 55
Any claim where the insured person is bankrupt, in liquidation or receivership	Page 55
Any costs and expenses which are covered under any other insurance except for any amount in excess which would have been payable under such insurance(s)	Page 56

Section 6: Legal Expenses (optional) continued

Description	See policy document
Any claim against MSL and or Covéa Insurance and or disputes between the insured person and any domestic partner or family members living permanently with the insured person	Page 56
The first part of any claim (the Excess)	£200 except for: Court Attendance and Personal Injury - Nil

# **CUSTOMER INFORMATION**

### **Registration and Regulatory Information**

Insurance cover under sections 1–5 is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: A & B Mills, Dean Clough, Halifax, HX3 5AX. Registered in England and Wales Number 613259.

The legal expenses cover under Section 6: Legal Expenses is underwritten by Financial & Legal Insurance Company Limited. Registered in England No. 03034220. Registered office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Firm Reference Number is 202915.

The legal expenses cover under Section 6: Legal Expenses is administered by MSL Legal Expenses Limited. Registered in England No. 2210857. Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 311676.

You can check the regulatory status of each firm on the Financial Services Register by visiting the FCA's website: www.fca.org.uk/register.

### How to make a Claim - Sections 1-5

Should you be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for you from the time it is reported.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify us of a claim by:

#### Telephone: 0330 024 2266

All calls may be recorded for training and evidential purposes.

#### newcommercialclaims@coveainsurance.co.uk

### Post: Covéa Insurance Commercial Claims, A & B Mills, Dean Clough, Halifax, HX3 5AX

Staff trained in managing commercial claims will:

- Take details of your claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of your claim from start to finish.

Our aim is to bring your claim to a satisfactory conclusion.

### How to make a Claim - Section 6: Legal Expenses

Claims should immediately be reported to Financial and Legal Insurance Company:

Tel: 0161 603 2203

Email: nonmotorclaims@financialandlegal.co.uk

Post: Financial and Legal Insurance Company, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

#### How to Cancel Your Policy

### (a) Your Rights to Cancel the Policy

You may cancel this policy within 14 days from the date it begins or from the date you receive the policy document and schedule, whichever is the latter, returning the policy document and schedule to your broker. If cover has not yet started you will receive a full refund of the premium. If cover has started we will refund the premium for the exact number of days left on the policy. No refund will be given 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.

In the event of cancellation by you after the 14 day period described above, we will refund the premium for the exact number of days left on the policy. No refund will be given 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.

### (b) Our Rights to Cancel the Policy

Email:

# **CUSTOMER INFORMATION**

We or any agent appointed by us and acting with our authority have the right to cancel your policy, where there is a valid reason for doing so.

We will give you 14 days notice of cancellation in writing, by recorded delivery, to the latest address we have for you and will set out our reason for cancellation in our letter. Valid reasons may include but are not limited to:

- (i) not:
  - paying a premium when it is due
  - co-operating with us, or sending us information or documentation that materially affects our ability to process the policy or our ability to defend our interests
  - taking all reasonable precautions to prevent or minimise damage accident or injury as required by General Condition 9. Reasonable Precautions of the policy

and failing to put this right when we ask you to by sending you 7 days written notice to your latest address.

- use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.
- (iii) not:
  - giving us access to your premises when we have asked to carry out a risk survey
  - complying with any risk improvements required by us following a survey within the timescales specified.

If we cancel your policy, we will refund the premium for the exact number of days left on the policy. No refund will be given 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.

If you are paying by monthly instalments:

- (a) all outstanding monies must be paid to us as described in your Loan Agreement
- (b) we may exercise our right to collect the balance of any outstanding premium in the event of a claim.

#### How to make a Complaint - Sections 1-5

It is always our intention to provide a first class standard of service. However we do appreciate that occasionally things go wrong. In some cases the broker who arranged your insurance will be able to resolve any concerns, particularly if your complaint relates to the way the policy was sold, and you should contact them directly.

Alternatively please contact us using the following details quoting your policy or claim number:

#### Customer Relations Covéa Insurance, A & B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: 0330 221 0444

All calls may be recorded for training and evidential purposes.

Website: www.coveainsurance.co.uk

### Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in our leaflet 'Complaints Procedure' which is available on request or may be downloaded from our website at www.coveainsurance.co.uk/complaints

Complaints relating to Section 6: Legal Expenses

MSL Legal Expenses Limited aim is to provide a first class standard of service at all times. If you wish to raise a complaint relating to the sale of the Legal Expenses Insurance Section, please contact your broker.

If you feel that MSL Legal Expenses Limited have let you down and you wish to raise a complaint, please contact them on:

Telephone: 0161 492 5834

Email: complaints@financialandlegal.co.uk

### Post: Financial and Legal Insurance Company, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

Their staff will attempt to resolve your complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, they will acknowledge your complaint promptly. If the complaint is not resolved within 4 weeks of receipt, they will write to you and let you know what further action they will take. A final response letter will be issued within 8 weeks of receipt.

#### Financial Ombudsman Service - all Sections

# **CUSTOMER INFORMATION**

You may be eligible to refer your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if your complaint is eligible when you contact them. Their contact details are:

### Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

### Website: www.financial-ombudsman.org.uk

### Email:

### complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme Covéa Insurance, MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme. You/ an Insured Person may be entitled to compensation from the scheme if we or MSL Legal Expenses Limited or Financial & Legal Insurance Company Limited are unable to meet our liabilities under this insurance.

Further information is available from the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Telephone: 020 7741 4100

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk



### COVÉA INSURANCE | WWW.COVEAINSURANCE.CO.UK

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: A & B Mills, Dean Clough, Halifax, HX3 5AX. Registered in England and Wales Number 613259. L233G.03.24