

# PREMIER PROPERTY OWNERS PRODUCT SUMMARY



## TOP LEVEL COVER



# Premier Property Owners Insurance Policy

**Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.**

The Premier Property Owners policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule. Cover for acts of Terrorism is available under Section 4 as an option upon request.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Document.

### **Fair Presentation of Risk:**

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance).

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

## Section 1: Property Damage

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Cover on an "All Risks – Specified Perils" basis on:</p> <ul style="list-style-type: none"> <li>Buildings including <ul style="list-style-type: none"> <li>Landlord's fixtures and fittings</li> <li>Tenants' improvements for which the Insured is responsible</li> <li>Building management and security systems</li> <li>Gangways, pedestrian malls and pedestrian access bridges</li> <li>Walls, gates, fences and services (cables, piping, drains and sewers) to or from the Buildings</li> <li>Swimming pools, roads, pavements, car parks, hard standing and street furniture</li> <li>Landscaping and recreational features including garden furniture, ornaments and statues</li> </ul> </li> <li>Communal Contents all being the property of the Insured or for which the Insured is responsible and is situated at the Premises insured.</li> <li>Landlord's Contents comprising fixtures and fittings not forming a permanent part of the Building, furniture, furnishings, utensils and domestic appliances</li> </ul> <p>Cover is available on:</p> <ul style="list-style-type: none"> <li>Reinstatement (Day One) Basis</li> <li>Indemnity Basis, or</li> <li>Loss of Market Value Basis</li> </ul> <p>Subsidence, ground heave and landslip is available as an option in most cases.</p> <p>Accidental breakage of or damage to fixed glass or fixed sanitary ware in or on the premises is included in most cases.</p>	<ul style="list-style-type: none"> <li>Archaeological Discoveries – costs reasonably incurred following loss requiring compliance with statutory obligations (up to £50,000)</li> <li>Damage to Adjacent Property (up to £250,000)</li> <li>Contractor's Interest</li> <li>Contract Works (up to £500,000 any one loss)</li> <li>Damage by Emergency Services to gardens (up to £50,000)</li> <li>Cost of debris removal/ re-erection (including the cost of cleaning up pollution or contamination up to £1,000,000)</li> <li>Debris Recycling Costs (up to 25% of any amount payable for debris removal)</li> <li>Diminution in Value – damage to property in the vicinity of the premises which results in a reduction in sale price of the Insured's property (up to £250,000)</li> <li>Emergency Access damage (up to £5,000)</li> <li>Energy Performance and Sustainable Buildings (up to £50,000)</li> <li>Involuntary Betterment</li> <li>European Union and Public Authorities Early Funding of Requirements (up to 5% of the Sum Insured on the damaged Buildings)</li> <li>European Union and Public Authorities Stipulations (up to 15% of the Sum Insured on Buildings)</li> <li>Exhibition Equipment and Models stored on the Premises (up to £50,000)</li> <li>Extinguishment and Alarm Resetting Expenses</li> <li>Fly Tipping (up to £5,000 any one loss/£50,000 any one Period of Insurance)</li> <li>Frustrated Legal Costs (up to £25,000 any one Period of Insurance)</li> <li>Frustration of Reinstatement (up to £1,000,000)</li> <li>Further Investigation Expenses</li> <li>Gardening Equipment (up to £10,000)</li> <li>Garden Squares (up to £25,000 any one Period of Insurance)</li> <li>Ground Rent (up to 10% of the Sum Insured on Buildings)</li> <li>Illegal Cultivation of Drugs</li> <li>Incombustible Reinstatement</li> <li>Insurance Premiums and Technical Agents' Fees</li> </ul>	<ul style="list-style-type: none"> <li>Buildings Awaiting Demolition</li> <li>Designation of Property</li> <li>Non-Invalidation</li> <li>Seventy Two Hour Provision</li> <li>Underinsurance Condition</li> <li>Subsidence – NIG must be notified of any groundworks, excavation or construction work being carried out on any adjoining site</li> </ul>	<ul style="list-style-type: none"> <li>Various exclusions apply to vacant or disused premises</li> <li>Property more specifically insured</li> <li>Cessation of work or government action</li> <li>Change in the water table level</li> <li>Frost damage</li> <li>Storm, tempest or flood damage to walls not forming part of the structure, fences and gates, trees, plants, shrubs and turf, unless resulting from damage to main building</li> <li>Storm, tempest or flood damage to moveable property in the open or in open-sided structures unless we have agreed otherwise</li> <li>Settlement or movement of made up ground, coastal or river erosion</li> <li>Damage to property resulting from any production or repair process, construction or demolition work, structural alteration, structural repair, groundworks or excavation works</li> <li>Pollution or contamination</li> <li>Disappearance or unexplained loss</li> <li>Faulty or defective workmanship</li> <li>Damage to a building arising from its own collapse or cracking</li> <li>Inherent vice, latent defects, gradual deterioration, wear and tear</li> <li>Corrosion, rust, wet or dry rot, marring, scratching, vermin or insects</li> <li>Cracking or collapse of boilers and other pressure vessels</li> <li>Mechanical or electrical fault or breakdown</li> <li>Glass which is flawed or broken prior to commencement of cover</li> <li>Dilapidated frames and framework</li> <li>Subsidence, ground heave or landslip which commenced prior to inception of cover</li> </ul>

## Section 1: Property Damage *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> <li>Land Not Otherwise Insured (up to £1,000,000)</li> <li>Landscaping</li> <li>Loss Minimisation (up to £25,000)</li> <li>Loss of or Duplication of Keys (up to £50,000)</li> <li>Metered Water, Electricity, Gas and Oil Charges (up to £50,000)</li> <li>Obsolete Building Materials</li> <li>Preservation of Undamaged Property</li> <li>Professional Fees</li> <li>Reinstatement to Match</li> <li>Removal of Insect Nests</li> <li>Removal of Tenants' Debris (up to £25,000)</li> <li>Removal of Vermin</li> <li>Sprinkler Costs</li> <li>Temporary Removal</li> <li>Trace and Access</li> <li>Theft and Malicious Damage by Tenants (up to £10,000)</li> <li>Tree Felling or Lopping (up to £5,000)</li> <li>Unauthorised Use of Electricity, Gas, Water or Oil (up to £25,000)</li> <li>Value Added Tax</li> <li>Workmen</li> <li>Underground Services</li> </ul>		

## Section 2: Loss of Income

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Loss of Rent including:</p> <ul style="list-style-type: none"> <li>Cost of re-letting</li> <li>Additional Expenditure to avoid Loss of Rent</li> <li>Public Relations Expenditure</li> <li>Accelerated Reinstatement Expenditure</li> <li>Accountants Fees</li> </ul> <p>The following optional covers are available:</p> <ul style="list-style-type: none"> <li>Gross Revenue (excluding rent, service charges, revenue derived from advertising space or from premises occupied by the Insured unless occupied by them for residential purposes)</li> <li>Additional Increased Cost of Working</li> <li>Advanced Rent</li> </ul> <p>The insured causes of damage will follow those under Section 1: Property Damage except "Explosion" which is separately defined under this Section</p>	<ul style="list-style-type: none"> <li>Buildings Awaiting Letting at Commencement of Period of Insurance (up to £500,000 per annum for 36 Months maximum)</li> <li>Contingency Rent Extensions for Landlords' Protection (up to £1,000,000): <ul style="list-style-type: none"> <li>Denial of Access – Public Emergency</li> <li>Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide</li> <li>Failure of Utilities</li> </ul> </li> <li>Loss of Attraction (up to £1,000,000)</li> <li>Loss of Attraction – Anchor Tenants</li> <li>Loss of Investment Income on Late Payment of Rent</li> <li>Managing Agents and Insured's Own Premises (up to £1,000,000)</li> <li>Prevention of Access (up to £1,000,000)</li> <li>Shortfall in Rent Following Review</li> </ul>	<p><b>Clauses</b></p> <ul style="list-style-type: none"> <li>Material Damage Proviso</li> <li>Payments on Account</li> <li>Underinsurance Provision (Rent)</li> <li>Renewal Clause (Estimated Gross Revenue)</li> <li>Premium Adjustment Clause (Estimated Gross Revenue)</li> </ul> <p><b>Conditions</b></p> <ul style="list-style-type: none"> <li>Break Clauses</li> <li>Buildings Awaiting Sale</li> <li>Rent-Free Period</li> </ul>	<ul style="list-style-type: none"> <li>As shown under Section 1: Property Damage</li> </ul>

## Section 2: Loss of Income *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
	<ul style="list-style-type: none"> <li>Stepped Rent</li> <li>Turnover Rent (Future Reviews)</li> </ul>		

## Sections 1 and 2: (Supplemental)

Conditions applicable to Sections 1 and 2	
<ul style="list-style-type: none"> <li>Alterations and Additions</li> <li>Automatic Reinstatement of Sum Insured</li> <li>Contracting Purchasers Interest</li> </ul>	<ul style="list-style-type: none"> <li>General Interest</li> <li>Lenders (Insured Party) Protection</li> <li>Rent of Residential Property</li> </ul>

Additional Extensions applicable to Sections 1 and 2	
<p>The following are applicable if all of the Insured's properties owned in connection with the Business are insured with NIG and the Insured have an obligation to arrange such insurance:</p>	
<ul style="list-style-type: none"> <li>Automatic Cover – Newly Acquired/Newly Completed Properties (up to £5,000,000)</li> <li>Inadvertent Omission to Insure (up to £5,000,000)</li> </ul>	<ul style="list-style-type: none"> <li>Privity of Contract</li> <li>Third Party Failure to Insure</li> </ul>

## Section 3: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> <li>Damage caused by an Act of Terrorism</li> <li>Territorial limit:                             <ul style="list-style-type: none"> <li>Great Britain. Limit of Liability as otherwise specified in this Policy</li> <li>Elsewhere in the world: Not insured</li> </ul> </li> <li>Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business</li> <li>Non-Damage Business Interruption</li> </ul> <p>as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.</p> <p>Provided that Our liability will not exceed in any one Period of Insurance:</p> <ul style="list-style-type: none"> <li>in all the total Sum Insured; or</li> <li>for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less.</li> </ul>		<ul style="list-style-type: none"> <li>HM Treasury has certified that an event or events have been an Act of Terrorism or a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism</li> <li>Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance shall not apply to Terrorism insurance</li> <li>Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance</li> </ul>	<ul style="list-style-type: none"> <li>Cover applies in England, Wales and Scotland only. It will not extend to include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987</li> <li>Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power</li> <li>Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack</li> <li>Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded</li> <li>Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor</li> <li>Damage to any Residential Property insured in the name of a Private Individual</li> </ul>

## Section 4: Property Owners' Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit as shown in the Schedule</p> <p>Limit in the aggregate any one Period of Insurance for Pollution and Contamination</p> <p>Territorial Limits are the United Kingdom, the Channel Islands and the Isle of Man</p> <p>Overseas Personal Liability, while temporarily outside the Territorial Limits in connection with the Business</p> <p>Work Overseas: The indemnity provided under this Section is extended to apply:</p> <ul style="list-style-type: none"> <li>– within any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged on the Business of the Insured; and</li> <li>– elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured,</li> </ul> <p>Provided that such Employee is ordinarily resident within the Territorial Limits.</p>	<ul style="list-style-type: none"> <li>• Corporate Manslaughter &amp; Corporate Homicide Act 2007 (up to £1,000,000)</li> <li>• Motor Contingent Liability</li> <li>• Health &amp; Safety at Work etc. Act 1974</li> <li>• Member to Member Liability</li> <li>• Indemnity to Principals</li> <li>• Indemnity to Others</li> <li>• Leased or Rented Premises</li> <li>• Defective Premises Act 1972</li> <li>• Overseas Personal Liability</li> <li>• Data Protection Legislation</li> <li>• General Interest</li> <li>• Environmental Statutory Clean Up Costs (up to £100,000)</li> </ul>		<ul style="list-style-type: none"> <li>• Faulty or defective workmanship/products supplied</li> <li>• Damage to anything sold, supplied, installed or erected by or on behalf of the Insured</li> <li>• Damage to material property sustained whilst being worked upon</li> <li>• Legal liability for Bodily Injury caused to an Employee (see Section 5)</li> <li>• Work on any offshore rig or platform</li> </ul>

### Section 4a: Property Owners' Liability Sub-Section (a) Legionellosis

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Indemnity Limit as shown in the Schedule			

### Section 4b: Property Owners' Liability Sub-Section (b) Financial Loss

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Indemnity Limit as shown in the Schedule		<ul style="list-style-type: none"> <li>• The financial loss is sustained within the United Kingdom</li> </ul>	

Conditions applicable to Sections 4, 4a and 4b	
<ul style="list-style-type: none"> <li>• Contractual Liability</li> </ul>	

Extensions applicable to Sections 4 and 4a only	
<ul style="list-style-type: none"> <li>• Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)</li> </ul>	<ul style="list-style-type: none"> <li>• Cross Liabilities</li> </ul>

Exclusions applicable to Sections 4, 4a and 4b	
<ul style="list-style-type: none"> <li>Liquidated Damages, Fines or Penalties</li> <li>Punitive, exemplary or aggravated Damages</li> <li>Pollution or Contamination (not applicable for Section 4a)</li> <li>Pollution or Contamination in the United States of America and/or Canada and/or their dependencies or trust territories</li> </ul>	<p>Legal liability caused by/arising from/out of:</p> <ul style="list-style-type: none"> <li>Advice, design, formula or specification provided by or on behalf of the Insured</li> <li>Craft other than hand-propelled watercraft</li> <li>Mechanically-propelled vehicle (or trailer attached thereto) licensed for road use</li> </ul>

Exclusions applicable to Section 4b only	
<p>Legal liability arising/of/for/arising out of/from:</p> <ul style="list-style-type: none"> <li>Any breach of anti-trust laws</li> <li>Asbestos</li> <li>Asbestos Dust</li> <li>Asbestos Containing Materials</li> <li>Damage to Data</li> <li>Any defamation, injurious falsehood, passing off or infringement of any Intellectual Property Rights</li> <li>The diminution in the value of any property</li> </ul>	<ul style="list-style-type: none"> <li>The transmission or impact of any Virus</li> <li>Any unauthorised access to a System</li> <li>Failure of a system</li> <li>Any financial loss sustained by any Employee arising out of and in the course of employment by the Insured in the Business</li> <li>The enforcement of statutory requirements or the performance of statutory duties</li> <li>Delays, strikes or labour disturbances</li> </ul>

## Section 5: Employers' Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <p>Territorial limits are:</p> <ul style="list-style-type: none"> <li>the United Kingdom, the Channel Islands and the Isle of Man</li> <li>elsewhere in the world where the Insured or any of the Insured's directors, partners or Employees normally resident in the United Kingdom, the Channel Islands or the Isle of Man, are temporarily performing non-manual work in connection with the Business, but excluding any work involving the collection and delivery of goods or erection/dismantling of estate agency boards and signs</li> </ul>	<ul style="list-style-type: none"> <li>Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> <li>Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee)                             <ul style="list-style-type: none"> <li>Cross liabilities</li> <li>Health and Safety at Work etc. Act 1974</li> </ul> </li> <li>Indemnity to principals</li> <li>Indemnity to others</li> <li>Unsatisfied court judgements</li> </ul>	<ul style="list-style-type: none"> <li>Provisions of Law</li> <li>Certificate of Employers' Liability Insurance</li> <li>Contractual Liability</li> </ul>	<ul style="list-style-type: none"> <li>Bodily injury to Employees (other than the driver) resulting from being in or on any of the Insured's vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988</li> <li>Visits to or work on any offshore rig or platform</li> </ul>

## Section 6: Engineering Breakdown

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Direct physical Damage caused to Covered Equipment resulting from an Accident comprising:</p> <ul style="list-style-type: none"> <li>Electrical or mechanical Breakdown or Electronic Derangement</li> <li>Explosion or Collapse of Covered Equipment</li> <li>Damage to heaters and heating equipment</li> <li>Damage to Covered Equipment by operator error</li> </ul>	<ul style="list-style-type: none"> <li>Hazardous Substances (up to £10,000)</li> <li>Computer Equipment:                             <ul style="list-style-type: none"> <li>at the Premises or temporarily removed (provided it remains under the Insured's control) to any location within the UK, Channel Islands or Isle of Man (up to £500,000)</li> <li>temporarily removed from the Premises for repair, replacement, restoration or modification anywhere in the EU (up to £500,000)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Precautions – The Insured shall exercise due diligence in:                             <ul style="list-style-type: none"> <li>complying with any statute or order</li> <li>ensuring that the insured items are properly maintained and used in accordance with the manufacturer's recommendations and in taking reasonable precautions to prevent loss or damage</li> </ul> </li> <li>Backing up of records</li> </ul>	<ul style="list-style-type: none"> <li>A hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment;</li> <li>Any defect, virus, loss of data or Damage of any kind to Computer Media unless such Damage is as a result of an Accident</li> <li>Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions</li> </ul>

Section 6: Engineering Breakdown *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>on Covered Equipment as defined in the Policy within the Premises (except where more specifically stated) up to an Indemnity Limit of £5,000,000 or such lower limit as may be stated in the Extensions.</p>	<ul style="list-style-type: none"> <li>• Portable Computer Equipment anywhere in the World (up to £5,000)</li> <li>• Reinstatement of Data (up to £50,000)</li> <li>• Increased Cost of Working (up to £50,000)</li> <li>• Loss of Income (up to £100,000)</li> <li>• Perishable Goods: <ul style="list-style-type: none"> <li>– Frozen/chilled foods (up to £15,000)</li> <li>– other Perishable Goods (up to £5,000)</li> </ul> </li> <li>• Expediting Costs (up to £20,000)</li> <li>• Hire of Substitute Item (up to £10,000)</li> <li>• Storage Tanks and Loss of Contents (up to £10,000)</li> <li>• Damage to Own Surrounding Property (up to £2,000,000)</li> <li>• Additional Access Costs incurred following loss under Section 2: Loss of Income to gain access to repair or replace the Covered Equipment following an Accident (up to £20,000)</li> <li>• Environmental &amp; Efficiency Improvements (up to £25,000)</li> <li>• Hired Plant including continuing hire charges (up to £25,000 any one Period of Insurance)</li> <li>• Debris Removal (up to £25,000)</li> <li>• Repair Investigation Costs (up to £25,000)</li> <li>• Public Relations Costs (up to £25,000)</li> <li>• Anchor Location (up to £50,000 any one Period of Insurance)</li> <li>• Automatic cover in respect of newly acquired/newly completed, redeveloped or refurbished properties (if Additional Extension A is operative under Sections 1 and 2: Supplemental)</li> <li>• Inadvertent Omission to Insure (if Additional Extension B is operative under Sections 1 and 2: Supplemental)</li> </ul>		<ul style="list-style-type: none"> <li>• Damage recoverable under a maintenance agreement or any warranty or guarantee</li> <li>• Any claim, cost or loss caused by or resulting from the Insured's decision to stop trading, or the decision of a Service Provider to cease or restrict either trade or services</li> </ul>



## Section 7: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Legal costs incurred with our agreement up to £250,000 in connection with:</p> <ul style="list-style-type: none"> <li>• Employment Disputes and Compensation Awards including Employee Civil Legal Defence costs and Service Occupancy (the costs to pursue a dispute with an Employee to recover possession of premises)</li> <li>• Legal Defence: <ul style="list-style-type: none"> <li>– Criminal Pre-proceedings Cover</li> <li>– Criminal Prosecution Defence</li> <li>– Data Protection</li> <li>– Wrongful Arrest</li> <li>– Statutory Notice Appeals</li> <li>– Jury Service and Court Attendance</li> </ul> </li> <li>• Statutory Licence Appeal</li> <li>• Contract Disputes</li> <li>• Tenancy Disputes</li> <li>• Debt Recovery</li> <li>• Property Protection</li> <li>• Personal Injury</li> <li>• Tax Protection</li> </ul> <p><b>The following Optional Covers are available at extra cost:</b></p> <ul style="list-style-type: none"> <li>• Commercial and Residential Leased or Let Property: <ul style="list-style-type: none"> <li>– Dilapidations &amp; Maintenance</li> <li>– Repossession</li> <li>– Rent Recovery</li> <li>– Nuisance and Eviction of Squatters</li> </ul> </li> </ul> <p>Total compensation awards under this Section of the Policy for all Insured Incidents shall not exceed £1,000,000 any one Period of Insurance</p> <p>Territorial Limits:</p> <ul style="list-style-type: none"> <li>• For Legal Defence (excluding Statutory Notice Appeals), and Personal injury: <ul style="list-style-type: none"> <li>– The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey</li> </ul> </li> <li>• For all other Insured Incidents: <ul style="list-style-type: none"> <li>– The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>• Representation – DAS need to have agreed the legal action the Insured Person wants to take</li> <li>• The Insured Person's Responsibilities</li> <li>• Offers to Settle a Claim – You must tell DAS if anyone offers to settle a claim and you must not negotiate or agree to any settlement without DAS' agreement in writing</li> <li>• Assessing and Recovering Costs</li> <li>• Cancelling an Appointed Representative's Appointment</li> <li>• Withdrawing Cover</li> <li>• Expert Opinion</li> <li>• Arbitration</li> <li>• Keeping to the Section Terms</li> <li>• Other Insurances</li> <li>• For Compensation Awards, the Insured must follow all the relevant disciplinary and grievance procedures and seek and follow advice from the DAS legal advice service</li> <li>• Applicable law</li> </ul> <p><b>Conditions applicable to Optional Covers:</b></p> <p>Dilapidations and Maintenance</p> <ul style="list-style-type: none"> <li>• The Insured is required to prepare a detailed inventory which notes the condition of all items on the inventory both prior to the tenancy beginning and after the tenancy has finished</li> </ul> <p>Repossession:</p> <ul style="list-style-type: none"> <li>• The Insured will need, where appropriate, to serve all statutory and contractual notices correctly on the tenant</li> </ul> <p>Rent Recovery:</p> <ul style="list-style-type: none"> <li>• If you accept payment (or part payment) of rent arrears from the tenant, you must be able to provide proof that you have warned the tenant that it does not prevent you taking further action against them to recover monies owed</li> <li>• Where the tenant is a limited company, you must first seek advice from the Appointed Representative before accepting payment of rent arrears</li> <li>• We will only pursue your legal rights of recovery if the other party does not intimate that a defence exists</li> </ul>	<ul style="list-style-type: none"> <li>• Any claim reported to DAS more than 180 days of the date the Insured Person should have known about the Insured Incident</li> <li>• Any claims involving Contract Disputes or (where operative) any claim under any of the Optional Covers (Commercial and Residential Leased or Let Property) arising within 90 days of inception of cover unless equivalent legal expense cover was previously in force</li> <li>• Debt Recovery or Contract Disputes relating to: <ul style="list-style-type: none"> <li>– the sale, purchase, terms of a lease, licence or tenancy of land or buildings</li> <li>– a loan, mortgage, pension, guarantee or other financial product unless it is a dispute with a financial adviser in connection therewith</li> <li>– motor vehicles</li> <li>– sale, purchase, hire or provision of computers or computer software, systems or services</li> <li>– disputes arising from a breach or alleged breach of professional duty</li> <li>– the recovery of money and interest due from a third party unless that party indicates that a defence exists</li> <li>– debts the Insured has purchased from a third party</li> </ul> </li> <li>• Civil cases, civil appeals and criminal appeals which have less than 51% chance of succeeding</li> <li>• Costs and expenses incurred before DAS have expressly accepted the claim</li> <li>• Legal action taken which DAS have not agreed</li> <li>• Fines, penalties, compensation or damages the Insured Person is ordered to pay, other than compensation for Employment Disputes and Legal Defence</li> <li>• Wilful acts</li> <li>• Any claim relating to patents, copyrights or other intellectual property rights</li> <li>• Any loss or corruption of stored personal data of whatever nature</li> <li>• Any claim relating to rights under a franchise or agency agreement</li> <li>• Any dispute with DAS not dealt with in accordance with the Arbitration Condition</li> <li>• Any claim relating to a shareholding or partnership share in the Business</li> </ul>

Section 7: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>• Costs relating to judicial review, coroner's inquest or fatal accident inquiry</li> <li>• Bankruptcy or liquidation of the Insured</li> <li>• Defamation of the Insured Person's reputation</li> <li>• Any claim where the Insured Person is not represented by a law firm, barrister or tax expert</li> <li>• Employment Disputes which started within 90 days of the section start date</li> <li>• Any Employment Dispute with an Employee who was subject to a written or oral warning within 180 days prior to inception of cover under this Policy</li> <li>• Any criminal investigation or similar enquiry including any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences, failure to register for VAT or PAYE or any tax avoidance scheme</li> <li>• Any prosecution due to alleged infringement of road traffic regulations</li> <li>• Ownership, driving or use of motor vehicles</li> <li>• Any appeal against the imposition of terms of any statutory notice issued in connection with the Insured's statutory licence, mandatory registration or British Standard Certificate of Registration</li> <li>• Any statutory notice issued by an Insured's regulatory or governing body</li> <li>• Costs relating to any assistance with the application process in any Statutory Licence Appeal</li> <li>• The first £500 of any Contract Dispute claim where the amounting dispute exceeds £5,000</li> <li>• Any dispute over rent or service charges or relating to the negotiation, review or renewal of the lease or tenancy agreement</li> <li>• Personal injury claims due to: <ul style="list-style-type: none"> <li>– an illness or injury which develops gradually</li> <li>– psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury</li> <li>– Clinical negligence</li> </ul> </li> <li>• Personal injury claims due to: <ul style="list-style-type: none"> <li>– an illness or injury which happens gradually</li> </ul> </li> </ul>

Section 7: Legal Expenses *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> <li>- psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury</li> <li>- Clinical negligence</li> </ul> <p><b>Optional Covers:</b> Commercial and Residential Leased or Let Property</p> <ul style="list-style-type: none"> <li>• Any amount in dispute relating to Dilapidations and Maintenance not exceeding £1,000</li> <li>• Claims for Rent Recovery where the rent has not been overdue for at least one calendar month</li> <li>• Any planning application</li> <li>• Any claim or dispute over mining subsidence or relating to land used for agricultural purposes</li> <li>• Any claim relating to rent registration, rent tribunals, leasehold valuation tribunal, land tribunals or rent assessment committees</li> </ul>

Full details of the following will be shown in the Policy Booklet.

## General Conditions

<ul style="list-style-type: none"> <li>• Definitions</li> <li>• Fair Presentation of the Risk</li> </ul>	<ul style="list-style-type: none"> <li>• Reasonable Precautions</li> <li>• Change of Risk or Interest</li> </ul>	<ul style="list-style-type: none"> <li>• Cancellation</li> <li>• Instalments</li> </ul>	<ul style="list-style-type: none"> <li>• Choice of Law</li> <li>• Contracts (Rights of Third Parties) Act 1999</li> </ul>
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## Claims Conditions

<ul style="list-style-type: none"> <li>• Conditions Precedent</li> <li>• Action by the Insured</li> </ul>	<ul style="list-style-type: none"> <li>• The Rights of the Company</li> <li>• Fraudulent Claims</li> </ul>	<ul style="list-style-type: none"> <li>• Subrogation</li> <li>• Other Insurances</li> </ul>	<ul style="list-style-type: none"> <li>• Arbitration</li> <li>• Option to Rebuild</li> </ul>
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## General Exclusions

<ul style="list-style-type: none"> <li>• Radioactive Contamination</li> <li>• Sonic Bangs</li> </ul>	<ul style="list-style-type: none"> <li>• Fines</li> </ul>	<ul style="list-style-type: none"> <li>• War, Government Action and Terrorism</li> </ul>	<ul style="list-style-type: none"> <li>• Computer Virus and Hacking</li> <li>• Pollution or Contamination</li> </ul>
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## Further Information

### Other features

Please contact your broker, intermediary or agent for details of the payment methods available.

Helpline services available 24 hours a day, 7 days a week for:

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc. (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG)
- Business Emergency Assistance Helpline – rapid response from reputable local contractors to deal with an emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage. (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG). You must pay any call-out or repair charges.
- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complimentary health and changing doctors (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
- Stress Counselling Service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
- Emergency Glazing and Security Assistance – call outs for any glazing or door & window security problems (provided by NIG's approved supplier panel).

### DAS Employment Manual

You will have access to the DAS Employment Manual which offers comprehensive, up-to-date guidance on employment law.

### DASBUSINESSLAW

Providing you with useful resources for creating ready-to-sign contracts, agreement and letters in minutes. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation.

Both of the above services are provided by DAS Legal Expenses Insurance Company Limited on behalf of NIG.

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with General Condition – Cancellation.

### Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition – Cancellation.

### How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your Policy number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the Company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

