

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 Royal & Sun Alliance Insurance Ltd, an Insurance Undertaking, and will run for 12 months or as shown on the schedule. Cover for acts of Terrorism is available under Section 3 as an option upon request.

Please refer to your Policy Schedule and Policy Booklet for full details of any Endorsements or Excesses or Limits that may apply.

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

Section 1: Property Damage *Continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
	<ul style="list-style-type: none"> Landscaping Loss Minimisation (up to £25,000) Loss of or Duplication of Keys (up to £50,000) Metered Water, Electricity, Gas and Oil Charges (up to £50,000) Obsolete Building Materials Preservation of Undamaged Property Professional Fees Reinstatement to Match Removal of Insect Nests Removal of Tenants' Debris (up to £25,000) Removal of Vermin Sprinkler Costs Temporary Removal Trace and Access Theft and Malicious Damage by Tenants (up to £10,000) Tree Felling or Lopping (up to £5,000) Unauthorised Use of Electricity, Gas, Water or Oil (up to £25,000) Value Added Tax Workmen Underground Services 		

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"> Cost of re-letting Additional Expenditure to avoid Loss of Rent Public Relations Expenditure Accelerated Reinstatement Expenditure Accountants Fees <p>The following optional covers are available:</p> <ul style="list-style-type: none"> 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) Additional Increased Cost of Working Advanced Rent <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"> Buildings Awaiting Letting at Commencement of Period of Insurance (up to £500,000 per annum for 36 Months maximum) Contingency Rent Extensions for Landlords' Protection (up to £1,000,000): <ul style="list-style-type: none"> Denial of Access – Public Emergency Disease, Vermin, Defective Sanitary Arrangements, Murder and Suicide Failure of Utilities Loss of Attraction (up to £1,000,000) Loss of Attraction – Anchor Tenants Loss of Investment Income on Late Payment of Rent Managing Agents and Insured's Own Premises (up to £1,000,000) Prevention of Access (up to £1,000,000) Shortfall in Rent Following Review Stepped Rent Turnover Rent (Future Reviews) 	<p>Clauses</p> <ul style="list-style-type: none"> Material Damage Proviso Payments on Account Underinsurance Provision (Rent) Renewal Clause (Estimated Gross Revenue) Premium Adjustment Clause (Estimated Gross Revenue) <p>Conditions</p> <ul style="list-style-type: none"> Break Clauses Buildings Awaiting Sale Rent-Free Period 	<ul style="list-style-type: none"> As shown under Section 1: Property Damage

Section 1 and 2: (Supplemental)

Conditions applicable to Sections 1 and 2

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

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:

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| <ul style="list-style-type: none"> • Automatic Cover – Newly Acquired/Newly Completed Properties (up to £5,000,000) • Inadvertent Omission to Insure (up to £5,000,000) | <ul style="list-style-type: none"> • Privity of Contract (up to £5,000,000) • Third Party Failure to Insure (up to £5,000,000) |
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Section 3: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<ul style="list-style-type: none"> • Damage caused by an Act of Terrorism • Territorial limit: <ul style="list-style-type: none"> – Great Britain. Limit of Liability as otherwise specified in this Policy – Elsewhere in the world: Not insured • Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business • Non-Damage Business Interruption <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"> • in all the total Sum Insured; or • 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. 		<ul style="list-style-type: none"> • 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 • 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 • Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance 	<ul style="list-style-type: none"> • 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 • 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 • 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 • Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded • Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor • Damage to any Residential Property insured in the name of a Private Individual

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"> – within any member country of the European Union where any person is temporarily engaged on the Business of the Insured; and – elsewhere in the world where any person is temporarily engaged in nonmanual work in connection with the Business of the Insured, Provided that such Employee is ordinarily resident within the Territorial Limits. 	<ul style="list-style-type: none"> • Corporate Manslaughter & Corporate Homicide Act 2007 (up to £1,000,000) • Motor Contingent Liability • Health & Safety at Work etc. Act 1974 • Member to Member Liability • Indemnity to Principals • Indemnity to Others • Leased or Rented Premises • Defective Premises Act 1972 • Overseas Personal Liability • Data Protection Legislation • General Interest • Environmental Statutory Clean Up Costs (up to £100,000) 		<ul style="list-style-type: none"> • Faulty or defective workmanship/ products supplied • Damage to anything sold, supplied, installed or erected by or on behalf of the Insured • Damage to material property sustained whilst being worked upon • Legal liability for Bodily Injury caused to an Employee (see Section 5) • Work on any offshore rig or platform

Section 4(a): 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 4(b): 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"> • The financial loss is sustained within the United Kingdom 	

Conditions applicable to Sections 4, 4(a) and 4(b)

<ul style="list-style-type: none"> • Contractual Liability 	
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Extensions applicable to Sections 4 and 4(a) only

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| <ul style="list-style-type: none"> • 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"> • Cross Liabilities |
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Exclusions applicable to Sections 4, 4(a) and 4(b)

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

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| <p>Legal liability arising/of/for/arising out of/from:</p> <ul style="list-style-type: none"> • Any breach of anti-trust laws • Asbestos • Asbestos Dust • Asbestos Containing Materials • Any defamation, injurious falsehood, passing off or infringement of any Intellectual Property Rights | <ul style="list-style-type: none"> • The diminution in the value of any property • Any financial loss sustained by any Employee arising out of and in the course of employment by the Insured in the Business • The enforcement of statutory requirements or the performance of statutory duties • Delays, strikes or labour disturbances |
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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"> – the United Kingdom, the Channel Islands and the Isle of Man – 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 	<ul style="list-style-type: none"> • Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000) • Compensation for court attendance connected to a claim (up to £500 per day for each director/partner and £250 per day for each employee) • Cross liabilities • Health and Safety at Work etc. Act 1974 • Indemnity to principals • Indemnity to others • Unsatisfied court judgments 	<ul style="list-style-type: none"> • Provisions of Law • Certificate of Employers' Liability Insurance • Contractual Liability 	<ul style="list-style-type: none"> • 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 • Visits to or work on any offshore rig or platform

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"> • Electrical or mechanical Breakdown or Electronic Derangement • Explosion or Collapse of Covered Equipment • Damage to heaters and heating equipment • Damage to Covered Equipment by operator error <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"> • Hazardous Substances (up to £10,000) • Computer Equipment: <ul style="list-style-type: none"> – 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) – temporarily removed from the Premises for repair, replacement, restoration or modification anywhere in the EU (up to £500,000) • Portable Computer Equipment anywhere in the World (up to £5,000) • Reinstatement of Data (up to £50,000) • Computer Increased Cost of Working (up to £50,000) • Loss of Income (up to £100,000) • Perishable Goods: <ul style="list-style-type: none"> – Frozen/chilled foods (up to £15,000) – other Perishable Goods (up to £5,000) • Expediting Costs (up to £20,000) • Hire of Substitute Item (up to £10,000) • Storage Tanks and Loss of Contents (up to £10,000) • Damage to Own Surrounding Property (up to £2,000,000) • 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) • Environmental & Efficiency Improvements (up to £25,000) • Hired Plant including continuing hire charges (up to £25,000 any one Period of Insurance) • Debris Removal (up to £25,000) • Repair Investigation Costs (up to £25,000) • Public Relations Costs (up to £25,000) • Anchor Location (up to £50,000 any one Period of Insurance) • 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) • Inadvertent Omission to Insure (if Additional Extension B is operative under Sections 1 and 2: Supplemental) 	<ul style="list-style-type: none"> • Precautions – The Insured shall exercise due diligence in: <ul style="list-style-type: none"> – complying with any statute or order – 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 • Backing up of records 	<ul style="list-style-type: none"> • Damage caused by or arising from: <ul style="list-style-type: none"> – a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel – an insulation breakdown test of any type of electrical equipment – depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions – any condition which can be corrected by resetting, calibration, adjustment, cleaning or maintenance • Damage to data or computer media, of any kind caused by programming error, programming limitation, loss of access, use or functionality, or loss of data other than as provided for by the Reinstatement of Data Extension • Any Damage or loss of any kind caused by a Cyber Event (as defined in the policy) or any malfunction resulting therefrom • Damage recoverable under a maintenance agreement or any warranty or guarantee • 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

Section 7: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
<p>Territorial Limits</p> <ul style="list-style-type: none"> For Legal Defence (excluding Statutory Notice Appeals), and Personal Injury: The United Kingdom, the Channel Islands, the Isle of Man, the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey. For all other Insured Incidents: The United Kingdom, the Channel Islands and the Isle of Man. <p>Legal expenses up to £250,000 in relation to the following:</p> <ul style="list-style-type: none"> Employment Disputes, compensation awards, employee civil legal defence and service occupancy (Compensation Awards up to £1,000,000 in the aggregate during any one Period of Insurance) Legal Defence <ul style="list-style-type: none"> Criminal Pre-proceedings Criminal Prosecution Defence Data Protection Wrongful Arrest Statutory Notice Appeals Jury Service and Court Attendance Statutory Licence Appeal Contract Disputes Tenancy Disputes Property Protection and Personal Injury Debt Recovery Tax Protection <ul style="list-style-type: none"> Tax Enquiries Employer Compliance Disputes VAT Disputes <p>The following Optional Covers are available at extra cost:</p> <ul style="list-style-type: none"> Commercial and Residential Leased or Let Property: <ul style="list-style-type: none"> Dilapidations & Maintenance Repossession Rent Recovery Nuisance and Eviction of Squatters <p>Claims under this section are dealt with and managed by ARAG Legal Expenses Insurance Company Limited on behalf of NIG</p>	<ul style="list-style-type: none"> Necessary and reasonable legal costs Costs incurred by opponents in civil cases if ordered to pay them or if paid with the agreement of ARAG 	<p>General</p> <ul style="list-style-type: none"> You must: <ul style="list-style-type: none"> keep to the terms and conditions of this Section take reasonable steps to avoid and prevent claims take reasonable steps to avoid incurring unnecessary costs send everything that ARAG ask for in writing report to ARAG full and factual details of the claim as soon as possible ARAG can take over any claim or legal proceeding at any time Before you choose a lawyer or an accountant, ARAG can appoint a "Representative" Any settlement must be made with the consent of ARAG If a claim is covered under another policy, we will only pay our share of the claim even if the other insurer refuses the claim If you settle or withdraw your claim without our permission we are entitled to reclaim any costs and expenses we have paid We reserve the right to end cover if it is clear that reasonable prospects of a successful outcome no longer exist An arbitration service is available in the event of a disagreement over the handling of a claim which cannot be resolved through ARAG internal complaints procedure The law that applies in the part of the UK, Channel Islands or Isle of Man where your business is registered will apply, otherwise the law of England and Wales applies General Conditions, Claims Conditions or General Exclusions – where there is any conflict with other parts of the policy, those in this Section shall take precedence <p>Compensation Awards</p> <ul style="list-style-type: none"> In cases relating to performance and/or conduct, throughout the employment dispute you either must follow: <ul style="list-style-type: none"> ACAS Code of Disciplinary and Grievance Procedures Equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or Sought and followed advice from ARAG 	<p>General</p> <ul style="list-style-type: none"> Any claim reported to ARAG more than 180 days after the date you should have known about an insured incident Any costs and expenses that are incurred before ARAG agree to pay them Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority (other than any compensation awards as covered under insured incidents, compensation awards and legal defence) Any claim relating to rights under any franchise or agency agreement you have entered into, or any claim relating to patents, copyrights, trademarks, registered designs etc Judicial review Wilful acts Legal action which ARAG has not agreed Any claim for a dispute with ARAG Any claim relating to a shareholding or partnership share in your business Your bankruptcy or liquidation Defamation Any claim where an insured person is not represented by a law firm barrister or tax expert <p>Employment Disputes</p> <ul style="list-style-type: none"> Any <ul style="list-style-type: none"> dispute arising within first 90 days of inception of cover dispute with an employee who was subject to a written or oral warning (formal or informal) within first 180 days immediately preceding the inception of cover if the date of the claim is within the first 180 days of inception of cover and the dispute relates directly to the same matter(s) which gave rise to that warning notice of redundancy or alleged redundancy or unfair selection for redundancy within the first 180 days of inception of cover <p>unless equivalent legal expenses insurance was continuously in force beforehand</p> <ul style="list-style-type: none"> Any claim in respect of damages for personal injury

Section 7: Legal Expenses *Continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
		<p>Legal Defence Under the Health and Safety at Work etc Act 1974 the territorial limit shall be any place where the Act applies</p> <p>Tax Protection</p> <ul style="list-style-type: none"> You must take reasonable care that all tax returns are complete and correct and submitted in a timely fashion <p>Contract Disputes</p> <ul style="list-style-type: none"> The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, you will be responsible for the first £500 of "Legal Costs" in each and every claim If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 If the dispute relates to money owed to the "Insured Person", a claim under this Section is made within 90 days of the money becoming due and payable <p>Debt Recovery Provided that:</p> <ul style="list-style-type: none"> The debt exceeds £250 A claim is made within 90 days of the money becoming due and payable <p>Conditions applicable to Optional Covers:</p> <p>Dilapidations and Maintenance</p> <ul style="list-style-type: none"> You are 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 <p>Repossession:</p> <ul style="list-style-type: none"> You will need, where appropriate, to serve all statutory and contractual notices correctly on the tenant <p>Rent Recovery:</p> <ul style="list-style-type: none"> 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 Where the tenant is a limited company, you must first seek advice from the Appointed Representative before accepting payment of rent arrears 	<ul style="list-style-type: none"> Any claim relating to employee internal disciplinary or grievance procedures Any claim relating to Transfer of Undertakings (TUPE) or the Transfer of Employment (Pension Protection) Regulations Any costs or expenses in connection with the pursuance of your legal rights <p>Compensation Awards Any compensation awards relating to:</p> <ul style="list-style-type: none"> Trade Union activities, trade union membership or non membership Health and safety related dismissals brought under section 44 of the Employment Rights Act 1996 Pregnancy or maternity rights Statutory rights in relation to trustees of occupational pension schemes Non-payment of money due under a contract You failing to provide relevant records to Employees under National Minimum Wage legislation Your failure to comply with a recommendation by a tribunal Any settlement agreed and payable under the ACAS Early Conciliation procedure <p>Service Occupancy Any claim relating to defending your legal rights (other than a counter-claim to an insured incident covered under this section)</p> <p>Legal Defence</p> <ul style="list-style-type: none"> In respect of Criminal Pre-Proceedings Cover: <ul style="list-style-type: none"> Any HM Revenue & Customs criminal investigation or enquiry Any claim relating to investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle In respect of Criminal Prosecution Defence: <ul style="list-style-type: none"> Any claim for prosecution of road traffic laws in connection with ownership or use of a motor vehicle In respect of Data Protection: <ul style="list-style-type: none"> Loss or damage to stored personal data resulting from hacking, virus or similar

Section 7: Legal Expenses *Continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
		<ul style="list-style-type: none"> We will only pursue your legal rights of recovery if the other party does not intimate that a defence exists 	<p>In respect of Statutory Notice Appeals:</p> <ul style="list-style-type: none"> Any appeal against the imposition or terms of any statutory notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration Any statutory notice issued by an insured person's regulatory or governing body <p>In respect of Jury Service and Court Attendance:</p> <ul style="list-style-type: none"> Any loss which you or the insured person is unable to prove <p>Statutory Licence Appeal</p> <ul style="list-style-type: none"> The original application or renewal application of a statutory licence or British Standard Certificate of Registration Any licence appeal relating to ownership, driving or use of a motor vehicle <p>Contract Disputes</p> <ul style="list-style-type: none"> Any dispute which occurs within 90 days of inception of cover and arises from an agreement entered into prior to commencement of cover under this section of the policy unless equivalent legal expenses insurance was continuously in force immediately prior to this policy Any dispute arising from a breach, or alleged breach, of professional duty by an "Insured Person" A dispute with an employee or an ex-employee <p>Any claim relating to the following:</p> <ul style="list-style-type: none"> A dispute relating to an insurance policy other than when your insurer refuses your claim Motor vehicles (unless relating to sale agreements if you are a motor trader) Computers or computer services A lease, licence or tenancy of land or buildings (other than a dispute with a professional adviser in connection with these matters) A loan, mortgage, pension or other financial product (other than a dispute with a professional advisor in connection with these matters)

Section 7: Legal Expenses *Continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
			<ul style="list-style-type: none"> The recovery of money and interest from another party unless the other party indicates that a defence exists <p>Tenancy Disputes Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a dispute arising from or related to rent or service charges the negotiation, review or renewal of the lease or tenancy Agreement <p>Property Protection Any claim relating to the following:</p> <ul style="list-style-type: none"> A contract entered into by you Property in transit or goods lent or hired out Goods at premises not occupied by you unless in connection with work you are carrying out at those premises Defence of your legal rights (unless it is in defence of a counter-claim to an insured incident covered under this section) Mining subsidence The enforcement of a covenant by or against you A motor vehicle owned or used by, or hired or leased to you (other than damage to motor vehicle where your business is the selling of motor vehicles) <p>Personal Injury Any claim relating to the following:</p> <ul style="list-style-type: none"> Any illness or bodily injury that happens gradually Psychological injury or mental illness Defending you or your family members legal rights (unless it is in defence of a counter-claim to an insured incident covered under this section) Clinical negligence <p>Debt Recovery <ul style="list-style-type: none"> Any debt arising prior to policy inception if due within the first 90 days of the indemnity provided by this section Any claim relating to the following: <ul style="list-style-type: none"> The settlement payable under an insurance policy The sale, purchase, terms of a lease, licence or tenancy of land or buildings A loan, mortgage, pension or other financial product Motor vehicles (unless relating to sale agreements if you are a motor trader) </p>

Section 7: Legal Expenses *Continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
			<ul style="list-style-type: none"> • A dispute arising out of the hire, sales, supply or provision of computer products, systems or services • Where the other party indicates that a defence exists • Debts purchased from a third party <p>Tax Protection Any insured incident:</p> <ul style="list-style-type: none"> • Arising from a tax avoidance scheme • Caused by your failure to register for VAT or Pay as You Earn • Import or excise duties and import VAT • Arising from any investigation by HM Revenue and Customs into alleged dishonesty or criminal offences <p>Optional Covers: Commercial and Residential Leased or Let Property</p> <ul style="list-style-type: none"> • Any dispute which occurs within 90 days of inception of cover unless equivalent legal expenses insurance was continuously in force immediately prior to this policy • Any amount in dispute relating to Dilapidations and Maintenance not exceeding £1,000 • Claims for Rent Recovery where the rent has not been overdue for at least one calendar month • Any planning application • Any claim or dispute over mining subsidence or relating to land used for agricultural purposes • Any claim relating to rent registration, rent tribunals, leasehold valuation tribunal, land tribunals or rent assessment committees

General Conditions

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

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

<ul style="list-style-type: none"> • War, Government Action and Terrorism other than as provided under Section 3: Terrorism w insured 	<ul style="list-style-type: none"> • Radioactive Contamination 	<ul style="list-style-type: none"> • Infectious or Contagious Diseases • Pollution or Contamination 	<ul style="list-style-type: none"> • Cyber • Date Recognition
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Full details will be shown in the Policy Booklet.

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 ARAG Legal Expenses Insurance Company Limited on behalf of NIG). Note that where advice is sought in respect of Tax Advice or in respect of very specialist matters, such advice is only provided 9am to 5pm Monday to Friday (other than public and bank holidays).
- 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 ARAG Legal Expenses Insurance Company Limited on behalf of NIG). You must pay any call-out or repair charges.
- 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 ARAG 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).

The following helpline service, which is provided by a medically qualified person, is available 9am to 5pm Monday to Friday, excluding public and bank holidays:

- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complementary health and changing doctors (supplied by ARAG Legal Expenses Insurance Company Limited on behalf of NIG).

ARAG Employment Manual

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

ARAG Businesslaw

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 ARAG 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.

RSA Customer Relations Team, PO Box 255,
Wymondham, NR18 8DP.

Email: rsacustomerrelations@uk.rsagroup.com.

Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at www.nig.com/contact-us/complaints.

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**.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

For complaints relating to Section 7: Legal Expenses, of this Policy, please refer to the "How to make a complaint" entry in that Section.

Further Information

Details about our Regulator

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at 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, 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.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainsurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Please be aware that telephone calls may be recorded for training and monitoring purposes.



NIG.COM

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd (No. 93792)

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
(Financial Services Register No. 202323).

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