

ESSENTIAL PROPERTY OWNERS PRODUCT SUMMARY



FOR THE
PROFESSIONAL
PROPERTY OWNER

Essential Property Owners Insurance Policy

Please read this document carefully. Full terms conditions and exclusions can be found within the Policy Document.

The Essential 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.

Please refer to your policy schedule for full details of any endorsements or excesses 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.

Policy Section 1: Buildings

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
<p>Cover on an "All Risks – Specified Perils" basis on Buildings including</p> <ul style="list-style-type: none"> • Landlords 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 • Roads, pavements, car parks hard standing and street furniture • Landscaping and recreational features including garden furniture ornaments and statues <p>all being the property of the Insured or for which the Insured is responsible and is situate at the Location Insured.</p>	<ul style="list-style-type: none"> • Adjacent Property Damage – up to £150,000 • Contractors Interest • Contract Works up to £100,000 • Diminution of Value – up to £100,000 • Exhibitions & Models – up to £10,000 • Fly Tipping – up to £1000 • Frustrated Legal Costs – up to £10,000 • Further Investigation Expenses • Garden Squares included in Buildings item – up to £10,000 • Insurance Premium and Technical Agents Fees • Land Not Otherwise Insured • Landscaping • Loss of Keys – up to £15,000 • Metered Water Electricity & Gas charges – up to £25,000 	<ul style="list-style-type: none"> • Designation – the Company agree to accept the designation under which property insured has been entered into the Insured's books • Non-invalidation • Seventy Two Hour Provision • Underinsurance 	<ul style="list-style-type: none"> • Property more specifically insured • deterioration and other gradually operating causes • Bursting of a boiler due to steam pressure other than in respect of engineering Damage • Change in the water table level • Damage caused by frost • Storm or Flood Damage to fences and gates • Storm or Flood Damage to trees, plants, shrubs and turf • Settlement or movement of made up ground, coastal or river erosion • Damage to property resulting from any production or repair process • Pollution or contamination • Disappearance or unexplained loss

Policy Section 1: Buildings *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
Cover available on <ul style="list-style-type: none"> Reinstatement Indemnity or Loss of Market Value basis Subsidence is available in most cases	<ul style="list-style-type: none"> Professional Fees – reasonably incurred in the repair or rebuilding of the Buildings Reinstatement to Match Removal of Debris – Buildings Removal of Tenants' Debris – up to £25,000 Removal of Insect Nests – up to £500 Removal of Vermin – up to £500 Trace and access – up to £25,000 Unauthorised use of Electricity Gas water or Oil – up to £10,000 		<ul style="list-style-type: none"> Damage to a building arising from its own collapse or cracking Faulty or defective workmanship Inherent vice, latent defects, gradual deterioration, wear and tear Mechanical or electrical fault or breakdown

Policy Section 2: Loss of Rent

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
Loss of Rent including <ul style="list-style-type: none"> Cost of re-letting Additional expenditure to avoid Loss of Rent Business rates payable by the Insured as a result of Damage PR Expenditure Accelerated Reinstatement Expenditure Accountants Fees Additional Increased Cost of Working (optional) Advanced Rent (optional) 	<ul style="list-style-type: none"> Buildings Awaiting Letting – up to £250,000 per annum for a Maximum Indemnity Period of 24 months Contingency Rent – up to £500,000 Denial of Access – Public Emergency Disease, Vermin, Murder and Suicide Failure of Utilities Loss of Attraction – up to £500,000 Loss of Investment Income on late payment of Rent Prevention of Access – up to £1,000,000 	<ul style="list-style-type: none"> Break Clause – policy shall not be prejudiced by any insurance or casualty break clause in a lease that enables a lessee to determine the lease in the event of Damage Buildings Awaiting Sale Payments on Account Rent Free period 	<ul style="list-style-type: none"> As shown under Buildings – Section 1

Clauses applicable to Section 2

- Material Damage Proviso
- Underinsurance Provision – Blanket basis

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 Rent of Residential Property |
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Optional Extensions applicable to Sections 1 and 2

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| <ul style="list-style-type: none"> Automatic Cover – Newly Acquired/Newly completed Properties Inadvertent Omission to Insure | <ul style="list-style-type: none"> Privity of contract Third Party Failure to Insure |
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Policy Section 3: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> Act of Terrorism 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 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. 		<p>Cover subject to:</p> <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 will not extend to include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 or outside England, Scotland and Wales 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 the property of the Insured 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

Policy Section 4: Property Owners' Liability

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> Property Owners Liability Indemnity limit as shown on the schedule Limit in the aggregate any one Period of Insurance for Pollution and Contamination Territorial Limits: <ul style="list-style-type: none"> Great Britain, Northern Ireland, the Isle of Man and the Channel Islands Overseas Personal Liability, while temporarily outside the Territorial Limits in connection with the Business Work Overseas. The Indemnity provided under this Section shall extend to apply: <ul style="list-style-type: none"> 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; <p>and</p>	<ul style="list-style-type: none"> Corporate Manslaughter & Corporate Homicide Act 2007 Contingent motor Health and Safety at Work etc. Act 1974 Member to Member Liability Indemnity to Principals Indemnity to Others Data Protection Legislation Defective Premises Act 1972 Leased or Rented Premises 		<ul style="list-style-type: none"> Faulty or defective workmanship 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 any Employee Work on any offshore rig or platform

Policy Section 4: Property Owners' Liability *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured; <p>Provided that such Employee is ordinarily resident within the Territorial Limits.</p>			

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

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> Property Owners Liability Legionellosis Indemnity limit as shown on the schedule 			

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

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> Property Owners Liability Financial Loss Indemnity limit as shown on the schedule 		<ul style="list-style-type: none"> The financial loss is sustained within the United Kingdom 	

Extensions applicable to Sections 4 and 4(a) Only			
<ul style="list-style-type: none"> Court Attendance <ul style="list-style-type: none"> any director or partner of the Insured £250 (rate per day) any Employee £150 (rate per day) Cross Liabilities 			

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

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

Exclusions applicable to Sections 4 and 4(a) Only	
<ul style="list-style-type: none"> Liquidated Damages, Fines or Penalties Punitive, exemplary or aggravated Damages Not applicable to Section 4(a) – Pollution or Contamination 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

Exclusions applicable to Section 4(b) Only	
<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 Damage to Data 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 The transmission or impact of any Virus Any unauthorised access to a System Failure of a system Any financial loss sustained by any Employee arising out of and in the course of employment by the Insured in the Business

Policy Section 5: Employers' Liability

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> Indemnity Limit up to £10 million (inclusive of legal costs) unless otherwise shown on the schedule Territorial Limits: <ul style="list-style-type: none"> The United Kingdom, the Isle of Man and the Channel Islands; and 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 Work Overseas: The indemnity provided under this Section shall extend to apply in respect of legal liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits in connection with the Business provided that such Employee is ordinarily resident within the Territorial Limits. 	<ul style="list-style-type: none"> Corporate Manslaughter & Corporate Homicide Act 2007 – legal costs and expenses in defence of any criminal proceedings brought in respect of a charge, of corporate manslaughter or corporate homicide Compensation for Court Attendance connected to a claim (Max £50 per day) Cross Liabilities Health & Safety at Work etc. Act 1974 Indemnity to Others Indemnity to Principals Unsatisfied Court Judgements Work Overseas 	<ul style="list-style-type: none"> Provisions of Law Certificate of Employers' Liability Insurance – if this Policy or Section is cancelled any certificate of employers' liability insurance shall be similarly cancelled from the same date Contractual Liability 	<ul style="list-style-type: none"> 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 Work offshore

Policy Section 6: Engineering Breakdown

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<ul style="list-style-type: none"> Engineering Breakdown The insurance by Sections 1 and 2 (if operative) of the Policy is extended to include cover for direct physical Damage caused to Covered Equipment resulting from an Accident. 	<ul style="list-style-type: none"> Hazardous Substances – up to £10,000 Computer Equipment Location – up to £250,000, European Union up to – £5,000 Reinstatement of Data – up to £25,000 Increased Costs of Working – up to £25,000 Rent Receivable – up to £30,000 Perishable Goods – up to £15,000 frozen/chilled foods, – up to £5,000 for perishable goods 	<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 insured items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent loss or damage Back Up Records 	<ul style="list-style-type: none"> A hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment; Any defect, virus, loss of data or other situation within Media Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions Damage recoverable under a maintenance agreement or any warranty or guarantee

Policy Section 6: Engineering Breakdown *continued*

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
	<ul style="list-style-type: none"> Expediting Expenses – up to £20,000 Hire of Substitute Item – up to £5,000 Hired Plant – up to £25,000 Repair Investigation Costs – up to £25,000 		<ul style="list-style-type: none"> Delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media

Policy Section 7: Legal Expenses

Cover	Extensions included as standard (subject to certain limits)	Clauses	Exclusions
<p>This Section covers legal expenses in relation to the following:</p> <ul style="list-style-type: none"> Legal Defence and Eviction of Squatters (known as Basic cover) Basic plus Property Damage, Contract Disputes and Rent Recovery (known as Silver cover) Silver plus Repossession, Hotel Expenses and Storage Costs (known as Gold cover) Claims under this section are dealt with and managed by DAS Legal Expenses Insurance Company Limited on the Company's behalf Territorial limit: The United Kingdom of Great Britain and Northern Ireland 		<p>The following Conditions apply to Rent Recovery:</p> <ul style="list-style-type: none"> If the Insured accepts payment (or part payment) of rent arrears from the tenant of the Location, the Insured must be able to provide proof that the Insured has warned the tenant that it does not prevent the Insured taking further action against them under this Policy Where the tenant is a limited company, the Insured must first seek advice from the Appointed Lawyer before accepting payment of rent arrears <p>The following Conditions apply to Repossession:</p> <ul style="list-style-type: none"> For both the Housing Act 1988 or the Housing (Scotland) Act 1988 and The Private Tenancies (Northern Ireland) Order 2006 the Insured must give the tenant the correct notices telling him or her that the Insured wants possession of the Location All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post. <p>Section Conditions</p> <ul style="list-style-type: none"> DAS can take over and conduct, in the Insured's name, any claim or legal proceedings at any time. The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist 	<ul style="list-style-type: none"> Any claim reported to DAS more than 90 days after the date the Insured should have known about the Insured Incident Any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before DAS agree to pay them Any disagreement with the Insured's tenant when the Date of Occurrence is within the first 90 days of the first Period of Insurance and the tenancy agreement started before the start of insurance cover under this Section A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the Insured Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of the Location or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers Any claim relating to someone legally taking the Location from the Insured, whether the Insured is offered money or not, or restrictions or controls placed on the Location by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above. Any claim relating to Subsidence, mining or quarrying Judicial review Fines, penalties, compensation or damages for which the Insured is ordered to pay by a court or other authority

General Conditions

<ul style="list-style-type: none"> • Fair Presentation of the Risk • Observance of Conditions / Vacant or Disused Locations 	<ul style="list-style-type: none"> • Cancellation • Reasonable Precautions • Choice of Law 	<ul style="list-style-type: none"> • Change of Risk and Interest • Contracts (Rights of Third Parties) Act 1999 	<ul style="list-style-type: none"> • Instalments
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Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

24 hour business assistance services

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

- Unlimited access to a team of solicitors and other legal experts, for confidential legal advice and guidance on any commercial legal problem such as: Employment, Value Added Tax, Prosecution, Contract disputes, Landlord and tenant disputes. Please note that advice on motoring matters is not available. Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:
 - England, Scotland, Wales and Northern Ireland
 - The Channel Islands and the Isle of Man
 - Any other member country of the European Union
 - Switzerland and Norway
- Emergency Assistance – from reputable local contractors to deal with an emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage
- Glass Replacement and Locksmith Services – call outs for any glazing or door & window security problems
- Stress Counselling – service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family
- Health and Medical Advice – assistance for any employee concerning Exercise Information, Sports Injuries, Changing Doctors, Patients Rights, Nutrition Assessment, Giving Up Smoking, Complimentary Health, Hospital Waiting Lists and Inoculations.

The Insured's 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 – 4 Cancellation.

Cancellation

Following the cooling off period under Your right to cancel above, this Policy may be cancelled by the Insured by sending written notice of cancellation by registered post to the Company at its last known address. Any return of premium will be made in accordance with General Condition – 4 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:

The Financial Ombudsman Service
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, 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/pr, 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 we be unable to meet our 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.

