

Policy summary – Property Owners Policy

The following summary does not contain the full terms and conditions of the contract which can be found in the policy document. The summary does not form part of your contract of insurance.

About your policy

- The insurance policy is underwritten by Zenith Insurance PLC which is regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No. 211787) 846-848 Europort, Gibraltar. QIC Europe Limited, registered in Malta with registered address at The Hedge Business Centre, Triq ir-Rampa ta San Giljan, St Julian's, SJ1062, Malta. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority (MFSA) to carry on general insurance business in terms of the Malta Insurance Business Act, 1998 and subject to limited regulation by the UK Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (No.659521).
- The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.
- The policy is an annually renewable non-investment insurance contract and is governed in all respects by the law

Covers we can provide under our Property Owners Policy:

Property Damage	Loss of Rent
Property Owners Liability	Employers Liability
Legal Expenses	Terrorism
Earthquake	

PROPERTY DAMAGE

Significant features and benefits

With our Property Damage insurance you choose which elements of your business you would like to cover i.e. Buildings, Landlords Contents, Loss of Rent against the following:

Fire, Explosion, Lightning, Aircraft	Escape of Water	Theft
Riot, Civil Commotion, Malicious Damage	Impact	Subsidence, Ground Heave, Landslip
Storm or Flood	Accidental Sprinkler Leakage	Any other Accident

Extensions

Cover includes:

- Alterations & Additions up to 10% of the buildings sum insured or £500,000, which ever is less.
- Alternative Residential Accommodation
- Auto Reinstatement
- Clearing of drains up to £5,000
- Contract works up to £100,000
- Contracting Purchasers
- Contractors Interest
- EU/Public Authorities (inc undamaged)
- Falling aerials including satellites
- FEA's, sprinkler and security equipment up to £10,000
- Fly Tipping up to £10,000 any one incident subject to a £1,000 excess.
- Freeholders, Lessors and Mortgagees
- Further Investigation costs
- Index Linking
- Landscaped Grounds and Emergency Vehicles up to £10,000 any one loss
- Locks and Keys up to £5,000 any one loss
- Loss minimisation and prevention costs
- Loss of Market Value
- Metered Supplies up to £5,000 any one loss
- Obsolete Buildings Material Cover
- Privity of Contract
- Professional Fees
- Reinstatement Day One
- Removal of Debris

- Removal of Debris - Tenants Contents
- Removal of Vermin up to £5,000 any one incident and up to £25,000 in any one period of insurance
- Removal of Wasps/Bees Nests up to £1,000 any one loss
- Reinstatement to match
- Seventy Two (72) Hour Clause
- Sprinkler Installation Upgrade
- Temporary Removal up to £5,000 any one loss
- Theft of building fabric cover
- Trace and Access
- Tree Felling £500 any one incident and up to £5000 in any one period of insurance
- Tree Removal £500 any one incident and up to £5000 in any one period of insurance
- Unauthorised Use of Supplies up to £25,000 any one loss
- Value Added Tax (VAT)
- Workmen

Terrorism extension

Terrorism is a standard exclusion on the Property Damage and Business Interruption sections but you can purchase an extension to your policy to provide this cover.

- Cover is provided for insured events arising from acts of Terrorism in the UK only.
- Cover is limited to the sums insured that you have declared.

Exclusions to this cover are the same as those detailed under the Property Damage and Business Interruption sections.

Significant and unusual exclusions or limitations

Cover does not include:

- Storm or flood damage to fences, gates and moveable property in the open
- Unoccupied buildings: Damage by malicious persons, escape of water / burst pipes, theft or accidental breakage of glass to buildings which are empty or not in use
- Theft not involving forcible and violent entry or exit
- Theft from the open or from outbuildings
- Subsidence by coastal or river erosion or as a result of construction, demolition, structural alteration or structural repair
- Damage by gradual deterioration, wear and tear, corrosion, rot, vermin and the like
- Mechanical or electrical breakdown
- Damage caused by utility companies deliberately cutting off supply
- Pollution damage
- Fraud, dishonesty or unexplained shortage
- Erasure or distortion of computer systems or records unless caused by damage to the host machine
- Damage to property resulting from its undergoing your production processes
- Accidental damage to road vehicles
- Accidental damage to property in the course of construction
- Computer systems records unless they are backed-up
- Staff valuables
- Non-standard construction buildings unless stated in the Statement of Fact
- Damage to land, roads, piers, jetties, bridges, culverts, excavations, livestock, crops or trees unless specifically agreed
- The excess stated in the schedule

Special conditions – Risk Protections

Your policy contains requirements concerning the following:

- Automatic sprinkler and fire alarm installations (where you have declared such equipment and benefitted from a reduced rate)
- Fire Extinguishment Appliances
- Electrical Inspections

- Flat Roofs
- Security precautions to be taken in respect of:
 - Intruder alarm systems
 - Locks bolts and protective devices
 - Keys
- Minimum physical security standards which must be observed if theft cover is to be operative. These include requirements for:
 - Doors
 - Roller shutters
 - Windows
 - Electronic office equipment with a value exceeding £1,000
 - Containers or Receptacles
 - Portable power tools with a combined value exceeding £2,500
- Storage in basements / cellars
- Storage of flammable solvents

Reinstatement

Buildings and Contents cover is on an 'as new' basis but excludes betterment
 Cover for Stock is on an indemnity basis meaning the value of the property at the time of the loss
 In respect of your own computer equipment reinstatement of data onto data media is included up to £5,000

Inflation Protection (Day One Basis of Cover)

We provide a 15% increase in the Buildings and Contents value you declare to Us for insurance during the policy period.
 There are options to increase this amount for an additional premium.

Underinsurance

If the value you declare is less than the full amount that your Buildings and Contents should be insured for, any claim may be reduced proportionately.

BUSINESS INTERRUPTION – Loss of Rent

Significant features and benefits

This cover protects you against the financial loss of rent as a consequence of damage to your insured property, caused by any insured event covered by our standard covers listed in the Property Damage section.

Extensions

Cover includes:

- Accountants and legal fees
- Action of competent authorities up to 10% of the Buildings sum insured or £100,000, whichever is less
- Additions
- Auto Reinstatement
- Boiler explosion
- Bomb scare
- Break clause up to £250,000
- Buildings awaiting sale
- Cost of reletting
- Denial of access
- Legionellosis
- Loss of attraction up to £250,000
- Loss of investment income
- Managing Agents Premises
- Newly Acquired Premises up to 10% of the Buildings sum insured or £500,000, which ever is less
- Notifiable disease, murder, suicide
- Payments on Account
- Public Utilities
- Rent Free Period
- Rent of Residential up to 33% of the building sum insured
- Rent Review up to 200%
- Service Charges
- Special Provisions
- Specified illness contingencies
- Supply undertakings

EMPLOYERS' LIABILITY

- The insurance policy provides protection for businesses against damages and legal costs that arise as a result of claims from employees suffering an injury or disease arising out of their employment.
- The cover provided complies with UK compulsory employers' liability law.

Significant features and benefits

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits.

The limit of indemnity is the maximum amount we will pay for any claim (including costs). For most claims it is £10,000,000, but it is restricted to £5,000,000 for claims relating to either asbestos or terrorism.

Cover includes:

- protection for any principal for claims arising out of your work.
- the cost of defending a prosecution under the Health and Safety at Work Act or any UK corporate manslaughter / homicide Act.
- the cost of representation at any Coroner's Inquest or Fatal Accident Inquiry.
- compensation for attendance at court as a witness.
- unsatisfied UK court judgments extension. If an employee is injured at work by somebody else and the other person doesn't pay the court award that your employee gets from them, we will cover it.

Significant and unusual exclusions or limitations

Cover does not include:

- claims for which compulsory motor insurance is required
- claims arising out of work offshore

The policy contains requirements concerning:

- the use or wearing of personal protective equipment by employees,
- the use of industrial machinery by employees.

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- employees working at height.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

PROPERTY OWNERS LIABILITY

- The insurance policy provides protection for businesses against damages and legal costs that arise as a result of claims from any person, other than employees, suffering an injury, disease or damage to their property.

Significant features and benefits

Cover applies to England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands and elsewhere in the world for temporary visits and products liability.

The limit of indemnity is the maximum amount we will pay for any claim (including claimants' costs). We usually offer the option of either a £1m, £2m or £5m limit. In addition the costs of defending a claim are covered by the policy. The limit chosen will also be the maximum we will pay in total for the period of insurance for claims relating to products or pollution.

Cover includes:

Injury to another person: and / or Damage to another person's property as a result of an occurrence during the period of insurance within the UK or the rest of the world where Your liability arises out of a temporary visit by You or any of Your directors, officers, business partners or Employees provided they normally live in the UK.

Extensions

Cover includes:

- Defective Premises Act extension
- Data Protection Legislation
- Overseas liability extension
- Motor contingent liability extension

Significant and unusual exclusions or limitations

Cover does not include:

- claims for which compulsory motor insurance is required.
- arising out of your use of watercraft or offshore installations.
- damage to goods owned by you, goods held in your care, custody or control, completed works or work materials.
- products exported to the USA or Canada. (You can however request that we include USA or Canada exports).
- product recall or guarantee.
- products intended for use in aircraft or offshore installations.
- additional liabilities (beyond those normally associated with the sale of goods) that you assume under contract.
- claims for your products failing to fulfil their purpose, unless the failure is due to a defect in their manufacture or installation.
- professional indemnity cover or claims for financial loss where there has been no injury or damage.
- liquidated damages clauses, penalty clauses, performance warranties or guarantees.
- gradual pollution.
- liabilities arising under JCT 21.2.1.
- claims arising out of terrorism or war.
- claims arising out of asbestos or radiation.

In addition to the above standard conditions sometimes we will apply limitations or conditions specific to the type of work you do. For example, if you undertake work away from your premises the policy may contain limitations or requirements concerning:

- work undertaken at certain 'high risk' locations,
- the use of sub-contractors who are not employees,
- using heat away from your premises,
- making excavations,
- disposing of waste.

You will be advised of any such limitations and conditions when we provide a quotation or renewal terms. Please ensure that you are familiar with the requirements made by any such conditions by referring to the relevant endorsement in the policy booklet.

We will only provide the cover described in the insurance if anyone claiming cover has kept to all the conditions in the insurance, including those in any endorsement, throughout the period of insurance.

LEGAL EXPENSES

This section of your policy is managed and provided by Arc Legal Assistance and underwritten by AmTrust Europe Limited.

Your legal expenses cover is valid for the same duration as the commercial insurance cover with which it is provided.

Your legal expenses cover applies to your business as described in the schedule, and directors, officers and employees of that business where they are acting in that capacity

It is a key condition of this insurance that good prospects for a successful outcome must exist before any claim for legal costs can be accepted.

This is a "Claims Made" insurance contract. It only covers claims notified Arc Legal during the period of insurance and within 180 days of any circumstance which may give rise to any claim other than in relation to the Tenant Eviction section of cover where the notification period is 45 days of any circumstance which may give rise to any claim. Failure to do so would lead to Arc Legal declining a claim for indemnity under this insurance

This insurance covers the legal costs incurred by Arc Legal's professional adviser. You are not covered for any other legal representatives' costs unless court proceedings are started

Significant features and benefits

- Legal and Accountancy costs of up to £100,000 per claim are covered, up to a maximum of £1,000,000 in any one period of insurance
- Legal and Tax advice available 24/7
- Debt Counselling available 24/7
- Legal costs to:
 - Defend your rights in disputes with employees over employment matters. Cover extends to include the cost of awards made against you but to be covered you must contact Arc Legal on the helpline number to obtain our authorisation before dismissing an employee or making any significant changes to their employment terms
 - Defend your, or your employees legal rights following a criminal prosecution relating to your business. There is no cover for motoring prosecutions, prosecutions relating to deliberate discrimination or prosecutions under Health and Safety legislation
 - Pursue your rights in an appeal against enforcement or other notices served on you under Data Protection Legislation but there is no cover for claims arising from a failure to register as a data controller.
 - Pursue a claim against a party causing damage to your property resulting in financial loss but there is no cover for any claim involving a motor vehicle belonging to you or in your possession except whilst on your business premises
 - Pursue a claim against a party for death or bodily injury, but there is no cover for any claim arising from an accident/incident giving rise to bodily injury or death which occurred prior to inception of this insurance
 - Pursue or defend a dispute with a customer or supplier over a contract to supply goods or services, but:
 - you will have to pay for the first £250 of any claim increasing to £500 where the amount in dispute exceeds £5,000.
 - claims will only be covered where the contract started after you first purchased this cover, where at least £250 is in dispute and where the dispute does not relate to motor vehicles.
 - there is no cover for disputes relating to lease or licence matters.
- Pursue a claim to evict a tenant who is in breach of a tenancy agreement. There is no cover where:
 - There was no written tenancy agreement in place prior to the tenant being allowed possession of the premises.
 - The tenant has not received a tenant reference prior to the start of the tenancy agreement.
 - The tenant is not aged 18 or over.
- Your attendance expenses for Jury Service
- Pursue a claim for nuisance or trespass against the person or organisation infringing your legal rights in relation to the premises. There is no cover for a dispute relating to a tenancy agreement or other licence to occupy.
- Accountancy fees to deal with business full & aspect enquiries, VAT dispute or PAYE audit inspection, but there is no cover for:
 - Any matter involving tax or National Insurance avoidance schemes
 - Costs incurred in dealing with routine matters
 - Any costs relating to matters involving the Special Compliance Office
 - Any claim where you have failed to maintain or submit accurate, truthful or up to date recordsIn respect Aspect Enquiries you will have to pay for the first £200 of costs,

Significant and unusual exclusions or limitations

- Claims for costs incurred without Arc Legal's prior consent
- Claims arising from events which commenced or occurred before this insurance started or on or after the renewal of this policy and which you knew, or should reasonably have known, could result in a claim.
- Claims arising from prosecutions alleging dishonesty or intentional violence
- Claims directly or indirectly arising from or caused by construction or structural alterations
- Cover under Section 1 is subject to this policy being in place for a minimum of 90 days before a claim can be made; or 180 days if the employee was at that time subject to any disciplinary proceedings or any verbal or written warning
- Cover under Section 4 is subject to this policy being in place for a minimum of 60 days before a claim can be made
- Cover under Section 5 is subject to this policy being in place for a minimum of 90 days before a claim can be made.
- Professional Costs and Expenses and Attendance Expenses incurred by a Director arising from the defence of any Proceedings alleging a wrongful act committed in his capacity as Your Director.

To make a LEGAL EXPENSES claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on 0344 770 1047 quoting Markerstudy Insurance Services Ltd Legal Expenses". If you do not notify Arc Legal within 180 days (or 45 days for a claim under the Tenancy Eviction section of cover) of becoming aware of a potential claim you will not be covered. For a claim to be accepted there must be good prospects of success in the action proposed.

LEGAL EXPENSES Complaints

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

Arc Legal's contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel 01206 615000

Email customerservice@arclegal.co.uk

Compensation

Arc Legal are covered by the Financial Services Compensation Scheme. If your business has a turnover is below the equivalent of €2,000,000 and you have less than 10 employees, you may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

EXCESS

This is the amount you have to pay towards any valid claim. You will be advised what the excess is when we provide a quotation or renewal terms and the amount of the excess will be stated on your policy schedule.

Cancellation rights

We hope you are happy with the cover the policy provides. However, if you are a retail customer (see the definition in policy booklet) you have the right to cancel it within 14 days of receiving the policy documents or the start of the policy, whichever is later without giving any reasons. If this happens, we will refund your premium, first deducting a charge for the cover provided from beginning of the contract until the policy is cancelled.

Claims (other than LEGAL EXPENSES)

After any injury or damage or claim or occurrence which could lead to a claim please phone us immediately on:

0800 019 59 19

The policy requires that:

- You report to the Police any loss, theft damage, arson, malicious damage or riot or civil commotion and obtain a crime book reference from them.
- You take actions to prevent further damage and minimise business interruption
- You forward to us (at the address at the foot of this page) any letter, writ, summons or claim form relating to a claim or potential claim as soon as you receive it,
- You do not admit fault, negotiate or make an offer of settlement of any claim.

24 hour emergency secure & glass replacement

For emergency securing, replacement glazing, including all types of frame replacement or repair locks, roller shutters and garage doors call Solarglass Window Care on 0870 870 71 71

Complaints Procedure

In the first instance these should be referred to the insurance Intermediary arranging the insurance.

If you are not satisfied with his or her answer, Markerstudy Insurance Services Ltd, Prospect House, Thanet Way, Whitstable, CT5 3FD.

You will need to quote your policy number shown in the Schedule.

In the event that our Service providers have not resolved matters within 8 weeks of you writing to them the problem can be referred to the Financial Ombudsman Service. Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Compensation Scheme:

The Insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

You can get more information about compensation scheme arrangements from the FSCS.

Markerstudy Insurance Services Limited registered in England and Wales (No. 2135730) with registered office at 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB. Authorised and regulated by the Financial Conduct Authority (No. 475572).

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