

**keyfacts**®

# Property Owners Insurance

## Commercial and Residential Property Owners Insurance

### Summary of Cover for Retail Customers

#### **Please read this document carefully**

This is a summary of the cover provided by the Brit Property Owners Insurance policy. It contains references to the key features and benefits of the policy, as well as references to significant and unusual exclusions and limitations. It does not contain the full policy definitions, terms, exclusions and conditions and it is important that you read these fully before making any decision about your business insurance. These can be found in the policy document, a copy of which is available from your insurance broker.

#### **Aims of the policy**

This policy is intended to provide you with protection against some of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this policy and that you receive adequate financial compensation following an insured event taking place.

#### **Your commitment**

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The policy is issued for a 12-month period unless you request otherwise. You should review your sums insured on a regular basis as inadequate sums insured could adversely affect any claim.

#### **Our obligations**

We undertake to provide cover to your business according to the terms of the policy schedule and the accompanying policy document. Please make careful note of the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

**Cover under this policy is subject to specific limits and excesses. Please refer to your broker for full details.**

This insurance is provided by

#### **Brit Insurance Limited**

55 Bishopsgate, London, EC2N 3AS  
T: 020 7984 8500 F: 020 7984 8501

[www.britinsurance.com](http://www.britinsurance.com)

Registered in England and Wales no. 2763688 at 55 Bishopsgate, London EC2N 3AS  
Authorised and regulated by the Financial Services Authority  
Member of the Association of British Insurers  
A subsidiary of Brit Insurance Holdings PLC

# Section 1

## Property Damage

### All Risks

#### The Cover

**This Section provides cover for buildings and contents. Cover is provided on an All Risks basis.**

Perils include damage caused by:

Fire  
Explosion  
Storm  
Escape of water  
Theft  
Accidental loss  
Riot  
Strikers  
Persons taking part in labour disturbances  
Malicious persons other than thieves  
Lightning  
Earthquake  
Flood  
Impact by road vehicles or animals  
Impact by Aircraft or other aerial devices  
Civil Commotion  
Locked out workers  
Subsidence (if requested)

#### Extensions

Additional sprinkler costs to repair the automatic sprinkler installation following damage

Capital additions, alterations and improvements to the premises up to a limit £1,000,000 or 10% of the sum insured, whichever is the lesser

Newly acquired and/or newly erected premises up to a limit of £1,000,000

Replacement of locks up to a limit of £1,000

Contractors interests in the premises up to a limit of £100,000 or 10% of the sum insured, whichever is the lesser

Contract works up to a limit of £50,000

Damage to car parks, yards, road ways up to £5,000

Costs in cleaning drains, gutters etc following damage up to a limit of £5,000

Damage to landscaped grounds up to a limit of £25,000

Charges related to loss of metered water following damage up to a limit of £5,000

Additional costs for complying with European Union legislation or public authority regulations during reinstatement of property following damage, up to 15% of the sum insured

Damage to utility cables and pipes

Contents temporary removed from the premises up to a limit of 15% of the relevant sum insured

The cost of temporary repairs following damage

Tracing any leak and repairing damage following an escape of water or leakage from a fuel tank up to a limit of £10,000

Cost of metered gas, electricity or water from unauthorised use following unauthorised occupation of the premises up to a limit of £10,000

#### Conditions

All fire extinguishing appliances being maintained in efficient working order

#### Exclusions

Damage caused by latent defect, defective design or materials, gradual deterioration, wear and tear

Explosion of a steam pressured boiler

Damage caused by corrosion, rust, wet or dry rot etc

Damage caused by mechanical or electrical breakdown

Damage caused by theft of property in the open or outbuildings

Subsidence or normal settlement of new structures

Fraud or dishonesty on the part of the Insured

Unexplained disappearance

Erasure or distortion of information on computer systems or other records

Damage by fire following any process involving the application of heat

## Section 2

### Loss of Rent Receivable All Risks

#### The Cover

**This Section provides cover against consequential loss. Cover is provided on an All Risks basis and is limited to loss of rent receivable, increased cost of working and the cost of re-letting.**

For residential buildings, cover is provided for alternative accommodation and loss of rent up to a limit of 20% of the buildings sum insured.

#### Extensions

There are a number of optional cover extensions available on request, these include loss resulting from:

- Denial of Access
- Disease, Infestation and Defective Sanitation
- Managing Agents
- Public Utilities
- Unlawful Occupation

#### Conditions

If the business is wound up or carried on by a liquidator, cover provided by this section will cease

Following a loss the Insured must take all reasonable action to avoid any interruption to the business

#### Exclusions

The exclusions for this section are broadly in line with Section 1

## Section 3

### Terrorism

#### The Cover

**This Section covers damage caused by Acts of Terrorism, certified as such by Her Majesty's Government or Her Majesty's Treasury.**

Property insured is the same as that detailed under:

**Section 1** – Property Damage

**Section 2** – Loss of Rent Receivable (Consequential Loss as detailed under Section 2)

#### Conditions

No long term agreement is allowed regarding this Section

There can be no adjustment of premiums based on end-of-year declarations

Cover only applies for premises in England, Wales or Scotland

#### Exclusions

Chemical, biological or radioactive contamination

Riot, civil commotion, war, invasion, acts of foreign enemies

Claims arising from marine, aviation transit and motor policies

Electrical, digital or cyber risks

## Section 4

### Employers' Liability

#### The Cover

**This Section covers legal liability for damages and claimants costs in respect of any person employed arising out of and in the course of their employment, as well as legal costs incurred with the written consent of Brit Insurance.**

#### Extensions

Cover under this Section includes unsatisfied court judgements, Health and Safety at Work legal defence costs and compensation for court attendance

#### Exclusions

Road traffic legislation

Offshore work

Medical and repatriation costs

## Section 5 Property Owners Liability

### The Cover

**This Section covers legal liability for damages and costs in respect of accidental injury to person, accidental damage to property or accidental nuisance occurring in connection with the business of the insured as well as legal costs incurred with the written consent of Brit Insurance.**

### Extensions

Cross liabilities if the insured comprises more than one party all shall be indemnified

Contingent motor liability

Overseas personal liability if insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Legal liability for damages, costs and expenses arising from Section 13 of the Data Protection Act

Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972

If the insured is carrying out a contract on behalf of a principal, cover extends to include the principal

Health and Safety at Work legal defence costs

Compensation for court attendance

### Exclusions

Any loss resulting from pollution contamination

Any loss resulting from the use of mechanically propelled vehicles

Any loss resulting from the use of any vessel or craft

Property in the care, custody or control of the insured

Offshore work

## Section 6 Legal Expenses

### The Cover

**This Section covers, subject to specific limits, legal expenses for all insuring clauses stated below, except for tax protection where cover is for professional expenses. In addition awards of compensation are covered under employment disputes and compensation awards are covered under data protection, Cover is only in respect of claims arising from your business activity.**

Employment Disputes

Health and Safety Appeals

Criminal Prosecution

Property Disputes

Data Protection

Tax Protection

Personal Injury

Brit Advisory Service – The policy provides a free telephone legal and taxation advisory service which is available 24 hours a day 365 days a year

Certain specific exclusions apply to the above insuring clauses as stated in the policy document

### Conditions

Claims must be notified during the period of insurance in accordance with policy conditions

The claims administrators consent must be obtained in writing before any legal expenses or professional expenses are incurred

You must obtain the advice of the Brit Advisory Service and follow the procedure to be adopted with due diligence in accordance with the requirements as stated in the policy wording for employment disputes

All conditions in respect of the conduct of a claim as stated in the policy must be adhered to

# General Conditions and Exclusions

## Exclusions

The defence of civil legal proceedings connected with death, injury or degenerative process, loss destruction or damage to property of a third party and breach of professional duty

Claims arising from the use of intellectual property

Claims arising from defamation

Claims outside policy territorial limits

Any claim in connection with any cause event or circumstance occurring prior to or existing at the inception of the policy

Fines, damages or other penalty imposed by a court or tribunal

Any claim covered under another policy

Any claim resulting from disregard to take reasonable steps to avoid and prevent claims or legal proceedings

Costs awarded by a court of criminal jurisdiction following a conviction

Any disputes involving statutory charges

Any dispute between the insured and an parent, subsidiary or associated company or partner

Any dispute between the insured the claims administrator or appointed representative

Any payments in connection with a judicial review or reference to the European Court of Justice

Any claim or legal proceedings in connection with War, insurrection or a weapon of mass destruction

Any claim in connection with terrorist action

Any claim in connection with pollution or contamination

## General Policy Conditions

The Insured has an obligation regarding the notification of any incident which may give rise to a claim

The insured must cooperate with Brit in the event of a claim

In the event of an incident the insured must take all reasonable steps to minimise any loss

Any alteration to the risk must be advised and accepted by Brit

Arbitration shall apply in the event of a dispute regarding a claim

In the event of fraud by the insured the all cover shall be void

All fire break doors shall be closed outside working hours and properly maintained

The insured shall take all necessary precaution and reasonable care to avoid a loss

The Insured must keep all security alarms, fire alarms, protections and sprinklers in full working order and keep them properly maintained

The Insured shall notify Brit immediately any building becomes unoccupied and ensure:

- That mains supply services are switched off with water systems drained
- The premises are inspected internally and externally once a week
- All windows and doors are properly secured
- The building and grounds are properly maintained in good repair
- No refurbishment or renovation is undertaken without the consent of Brit

The Insured shall back up all computer records on a regular basis

**For full details of all conditions please refer to the policy document.**

## General Policy Exclusions

Loss resulting from fungal pathogens

Loss resulting from civil commotion or actions of any unlawful associations in Northern Ireland

Loss resulting from radioactive contamination, war, sonic boom and confiscation

Loss resulting from pollution or contamination

Loss resulting from terrorism, where not insured under Section 3

Loss resulting from a change in the water table

**For full details of all exclusions please refer to the policy document.**

# Important Information about your Policy

## Cooling Off Period

If you have not received a copy of your full terms and conditions when you purchase your insurance policy from us, you may cancel your policy within fourteen days from the date that they are received without penalty.

## Claims

In the event of a claim you should call **your insurance broker** in the first instance.

You can also call the **Brit Claims Line** on: **0800 587 6713**

## Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact **your broker or agent from whom you bought your policy of insurance**.

In the unlikely event you remain dissatisfied, please contact:

### The Customer Relations Officer

Brit Insurance Limited  
55 Bishopsgate  
London EC2N 3AS

Telephone: **020 7984 8600**  
Fax: **020 7984 8859**  
E-mail: **enquiries@britinsurance.com**

In the event you wish to pursue matters further you may be able to refer your complaint to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small organisations with an annual turnover of less than £1 million.

### The Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Helpline: **0845 080 1800**  
Switchboard: **020 7964 1000**  
Website: **www.financial-ombudsman.org.uk**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS by contacting:

### Financial Services Compensation Scheme

7th Floor Lloyds Chambers  
Portsoken Street  
London E1 8BN

Telephone: **020 7892 7300**  
Fax: **020 7892 7301**  
E-mail: **enquiries@fscs.org.uk**

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Member of the Association of British Insurers  
A subsidiary of Brit Insurance Holdings PLC

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