



R&Q Commercial Risk Services Limited

Property Owners Insurance Summary of Cover

April 2020

Property Owners Insurance Policy Summary of Cover

This summary of cover has been prepared to help you to:

- decide whether this product will meet your needs
- compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features & benefits as well as significant & unusual exclusions or limitations.

Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording, your schedule and any attaching endorsements.

About R&Q

This Insurance product has been arranged by R&Q Commercial Risk Services Limited on behalf of the under noted Insurers named herein:

R&Q Commercial Risk Services Limited is registered in England and Wales No: 07313009 (FRN: 530938), Registered Office: 71 Fenchurch Street London, EC3M 4BS.

R&Q Commercial Risk Services Limited is an Appointed Representative of R&Q MGA Limited which is authorised and regulated by the Financial Conduct Authority (FRN: 440543).

R&Q Commercial Risk Services Limited is wholly owned subsidiary of Randall & Quilter Investment Holdings Ltd. Randall & Quilter Investment Holdings Ltd. is a diverse insurance group, headquartered in Bermuda but with extensive operations in the UK, US, Canadian, Bermuda and Continental Europe Markets. The Group is a leading insurance service provider to the non-life insurance market. Its extensive service offering (ranging from full back office management to bespoke services) covers the live, run-off and captive market segments.

About your insurers

Sections 1 - 5 are underwritten Brit Syndicates Limited

Proportion 50%

Brit Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 429642. Brit Syndicates Limited is registered in England No. 824611. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

Sections 1 – 5 are underwritten by Axis Syndicate 1686

Proportion 50%

Axis Syndicate 1686 is managed at Lloyd's by Axis Managing Agency Ltd. Axis Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 754962. Axis Managing Agency Ltd is registered in England at Willkie Farr & Gallagher (UK) LLP, 'Citypoint', 1 Ropemaker Street, London EC2Y 9AW. Registered number 8702952.

Section 6 is underwritten by HSB Engineering Insurance Limited

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

HSB Engineering Insurance Limited can call upon over 140 years strength and expertise in the engineering and inspection industry.

Section 7 is underwritten by Brit Syndicate 2987 at Lloyd's

This Section is provided by ARAG plc and underwritten by the Insurer. ARAG plc and Brit Syndicate 2987 at Lloyd's are authorised and regulated by the Financial Conduct Authority, registration number 452369 and 204930 respectively. Registered Office: ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

About your insurance broker

Your Insurance Broker is the organisation that you arranged this insurance with and should be your first point of contact for any queries you may have on the Policy, other than claims. Claims contact numbers can be found under the Notifying a Claim Section of this document.

See also Section 11 – **Claims Procedure** and Section 12 – **Enquiries and Complaints Procedure** of your Policy Wording Document which is to be read in conjunction with this Policy Summary.

Information about your business

You will need to provide us with information about your business, which must be a fair presentation of facts. We will rely on this information when deciding whether we can insure your business and what terms, conditions and premium are appropriate. Once the policy has started you will still need to tell us if you find that any of the information is incorrect or if it changes at any time during the period of insurance.

Covers

Property Damage - we will cover you following damage to your property by an insured event.

- Loss of Rental Income - we will pay for interruption to your business following damage to your buildings or other property caused by an insured event.
- Terrorism – optional additional cover providing protection for Property and Rental Income against Terrorism
- Employers Liability – we will cover your costs and expenses legal liability to pay compensation in respect of injury to Employees.
- Property Owners Public and Products Liability – we will cover your costs and expenses and legal liability to pay compensation to any person suffering accidental injury or accidental loss of or damage to material property. We will also pay for your costs and expenses in respect of the defence of any criminal proceedings brought against you in respect of any applicable legislation plus any prosecution costs awarded against you and costs and expenses incurred for your legal representation at an inquiry ordered under any applicable legislation.
- Equipment Breakdown Insurance – covers you for direct physical loss or damage from an accident to building management control systems
- Legal Expenses – provides your business with protection for legal costs for Commercial Property Owners

The actual cover provided is shown in your Quotation, Policy Schedule & Wording.

Important!

Inflation provision (day one basis) – where the basis of settlement is on a day one basis you must notify us of the Declared Value of the property insured for each item at the beginning of the period of insurance. The Declared Value is the value you arrive at when considering the potential cost of rebuilding or replacing property lost, destroyed or damaged with allowance made for professional fees, debris removal costs and any additional costs to comply with public authority requirements (ignoring any inflationary factors).

Day one basis of reinstatement means that the sum insured is declared as at the first day of the period of insurance and an inflation provision of 15% is then applied to reflect the effect of inflation. For example you may have a declared value of £100,000 and a sum insured of £115,000.

Significant General Conditions

- Unoccupied property notification.
- Security of unoccupied property.
- Changes in circumstances or alteration to risk.

Significant Features and Benefits	Significant Exclusions or conditions
<p>Section 1 – Property Damage (if selected)</p> <ul style="list-style-type: none">• Additional metered gas or water charges £25,000 any one loss.• Fly tipping £10,000 in the period of insurance.• Landscaping £25,000 any one loss.• Removal of wasps, bees and hornets nests £500 for any one loss.• Replacement locks £1,000 any one loss.• Additional cost of alternative accommodation and loss of rent for residential premises. 20% of the residential building sum insured in total in the period of insurance.• Contract works £100,000 any one loss (£250 excess).• Inadvertent omission to insure £500,000 any one loss.• Waiver of subrogation against any tenant, lessee or managing agent.	<p>Exclusions</p> <ul style="list-style-type: none">• Damage caused by inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials• Damage caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching.• Damage to property in the open caused by wind, rain, hail, sleet, snow, flood or dust <p>Conditions</p> <ul style="list-style-type: none">• Security requirements
<p>Section 2 – Loss of Rental Income (if selected)</p> <ul style="list-style-type: none">• Cost of re-letting.• Legionellosis £100,000 (or 10% of sum insured whichever is the least) at any one premises subject to a 3 month maximum indemnity period.• Prevention of access 10% of the sum insured by the relevant item or £100,000 whichever is the less.• Professional accountants and legal fees.• Public utilities 10% of the sum insured by the relevant item or £100,000 whichever is the less.	<p>Exclusions</p> <p>Losses excluded under the Property Damage section.</p>

<p>Section 3 – Terrorism (if selected) Extension of cover for Sections 1 and 2.</p> <p>Damage or loss to items insured under Sections 1 and 2 caused by acts of Terrorism in Great Britain.</p>	<p>Terms, conditions and exclusions of Section 1 and 2 will apply.</p>
<p>Section 4 – Employers’ Liability (if selected)</p> <ul style="list-style-type: none"> • Contractual liability. • Indemnity to principal. • Compensation for court attendance – up to £250 per day (director/ partner) or £150 per day (employee). • Injury to partner or proprietor. • Solicitors fees. • Unsatisfied court judgements. 	<ul style="list-style-type: none"> • Work undertaken offshore. • Cover where compulsory insurance is required under Road Traffic Acts legislation. • Fines and penalties
<p>Section 5 – Property Owners’ Public and Products Liability (if selected)</p> <ul style="list-style-type: none"> • Sudden and accidental pollution. • Personal liability overseas. • Leased premises. £250 excess. • Indemnity to principals, directors and employees. • Libel and slander £250,000 in total in the period of insurance. • Defective Premises. 	<p>Exclusions</p> <p>Fines, liquidated damages or penalties.</p>
<p>Prosecution Defence Costs applicable to Sections 4 and 5</p> <p>Costs and expenses in respect of criminal proceedings brought against you under any applicable legislation.</p> <p>Applicable legislation being:</p> <ol style="list-style-type: none"> a) Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella; b) Management of Health and Safety at Work Regulations 1999; c) Corporate Manslaughter and Corporate Homicide Act 2007; d) Health and Safety Inquiries (Procedure) Regulations 1975; e) Protection from Harassment Act 1997, f) Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990. <p>or similar legislation in force in the territorial limits; Prosecution costs awarded against you.</p>	<p>Exclusions</p> <ul style="list-style-type: none"> • Costs and expenses incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability you may have to pay damages. • Fines and penalties.
<p>Section 6 – Equipment Breakdown (if selected)</p> <p>Covers Accidents to Covered Equipment arising out of Breakdown, Electrical arcing, steam explosion or collapse and Operator Errors. (£5,000,000).</p> <ul style="list-style-type: none"> • Hazardous substances and contamination costs (£10,000). 	<p>Exclusions</p> <ul style="list-style-type: none"> • Any Covered Equipment shown as not included in the description of Covered Equipment. • Biomass and Biogas Installations. • Hydroelectric Installations.

<ul style="list-style-type: none"> • Reinstatement of Data and Computer Increased Costs of Working (£50,000). • Business Interruption following breakdown of Covered Equipment. (£100,000). • Expediting Expenses (£20,000) • Temporary repair expenses in respect of Covered Equipment (£20,000). • Hire of substitute equipment following a loss (£10,000). • Storage tanks and loss of contents (£10,000). • Damage to own surrounding property following explosion or collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. (£1,000,000). • Additional Access Costs (£20,000) • Debris Removal (£25,000) • Repair Costs Investigation (£25,000) 	<ul style="list-style-type: none"> • Any defect virus loss of data (other than as specifically insured under Reinstatement of Data) or other situation within media. • Depletion, deterioration, corrosion, erosion, wear & tear or other gradually developing condition. • Any amount recoverable under maintenance agreements, warranties or guarantees including any amount which would be recoverable but for breach of your obligations under the agreement. • Delay in resuming operations due to the need to reconstruct data, reinput data or programs onto media where backup conditions have not been fully met. • Policy excess - as per the underlying Material Damage or Business Interruption excess Min £250.
<p>Section 7 – Legal Expenses (if selected)</p> <p>The Insurer will pay legal costs & expenses and employment compensation awards up to the sum shown in your policy schedule or as otherwise stated in the policy including the cost of appeals for the following:</p> <ul style="list-style-type: none"> • Employment • Employment compensation awards • Employment Restrictive Covenants • Tax disputes • Property • Legal Defence • Compliance & Regulation • Statutory Licence Appeal • Loss of Earnings • Personal injury • Executive suite • Contract & debt recovery • Crisis communication • Residential Landlord Legal Expenses • Repossession • Rent Arrears • Accommodation & Storage Costs • Prosecution Defence • Rent Indemnity (Optional Cover) • Legal & tax advice helpline • Redundancy assistance helpline • Executive suite identity theft • Crisis communication • Counselling assistance • Business legal services & Landlord Legal Services website 	<ul style="list-style-type: none"> • It must be more likely than not that your claim will be successful • You must report your claim during the period of insurance and as soon as you become aware of the circumstances that could lead to a claim. • Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal. • Legal costs, expenses or compensation awards incurred before we accept a claim. • Costs that exceed the sum we would have agreed to pay a solicitor on our panel, if you choose to use your own representative.
<p>For full details of the coverage you must read your policy. For full details of all exclusions you must read your policy document. Limits may apply to your policy – these are shown in your policy document and schedule. You may have to pay the first amount of any claim - the amount is shown in the schedule as the excess.</p>	

General Information

Notifying a Claim

Your claims (other than Sections 6 and 7) will be dealt with by **Broadspire, By Crawford & Company**.

Your claims should be notified to Broadspire by Telephone: 01908 302 214 or email: britukproperty@broadspiretpa.co.uk

Claims for Section 6 Equipment Breakdown

Your claims will be dealt with by HSB Engineering Insurance Ltd
Your claims should be notified using the contact numbers listed below.
Telephone: +44 (0)161 817 2114
Fax: +44 (0)161 817 2119
Email: newloss@hsbeil.com

Claims for Section 7 Legal Expenses

If you are considering carrying out a redundancy, you must notify us as soon as possible. You must never instruct your own lawyer or accountant as we will not pay their costs and it could invalidate your cover.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims

Endorsements

This policy may contain endorsements which enhance or restrict the standard policy coverage. These endorsements are listed in the policy schedule and it is important you read them carefully and raise any queries with your insurance broker. Failure to comply with the terms of an endorsement could result in a claim being declined.

Changes in your circumstances

It's important you let us know as soon as possible if your circumstances change either before the start date of your policy or during the period of cover. Examples of changes we need to know about include:

- if you need to increase or decrease any sums insured you have declared to us, or
- there is a change to the business you undertake that we do not know about, or
- you move premises or make alterations to the premises you occupy or
- the security and fire protections you have declared to us change;

If you don't tell us, we may reject a claim or reduce the amount of payment we make.

Period of Insurance

The policy will remain in force for 12 months from date of commencement, unless shown differently on your quotation or policy schedule. You will be given at least 21 days' notice of the annual expiration date of the policy of the renewal terms.

Cancellation rights

This insurance has a cooling off period of 14 days, should you cancel your policy within this time, you are entitled to a full refund, subject to no claims being made.

For cancellation outside of the statutory cooling off period you can cancel this insurance at any time by writing (by e-mail, fax or letter) to us.

If this insurance is cancelled then, provided you have not made a claim and there hasn't been an incident that could give rise to a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any

time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for 6 months, the deduction for the time you have been covered will be half the annual premium.

We may cancel this policy where there is valid reason by giving you 30 days' notice in writing to your last known address, examples of valid reasons are set out in your policy wording. Any return premium due will depend on there being no claims made.

Complaints

We aim to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact the insurance broker who arranged this policy for you.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the head of R&Q Commercial Risk Services Limited at:

The Commercial Manager
R&Q Commercial Risk Services Limited
1 Cornhill
London
EC3V 3ND
Phone: + 44 (0) 20 7780 5850

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

If R&Q Commercial Risk Services Limited are unable to resolve the complaint to Your satisfaction and:

If Your complaint relates to Sections 1-5 You should contact:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000
Facsimile: 0044 (0) 20 385 70001
Email: BGS.Complaints@britinsurance.com

In the unlikely event that You remain dissatisfied and wish to make a complaint You can do so at any time by referring the matter to Us at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

If your complaint relates to Section 6 – Equipment Breakdown you should contact:

The Group Operations Manager
HSB Engineering Insurance Limited
Chancery Place,
50 Brown Street,
Manchester
M2 2JT
Phone: 0845 345 5510
Email: complaints@hsbeil.com

If your complaint relates to section 7 - Legal Expenses please contact ARAG plc. Their contact details are:

Step1
Customer Relations Department
ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol,
BS8 1NN
Phone: 0117 917 1561
Email: customerrelations@arag.co.uk

Step2
Should You remain dissatisfied You can pursue Your complaint further with Lloyd's. They can be reached as follows;
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 0207 327 5693
Email: complaints@loyds.com, Website: www.loyds.com/complaints

If for any reason we or ARAG plc are unable to resolve your complaint you may refer it to Lloyd's and subsequently to the UK Financial Ombudsman Service (if you are an eligible business) and full details will be provided at each stage of the process. Further details can be found in "How to make a complaint" in the policy wording.