



POLICY SUMMARY

ONLINE COMMERCIAL PROPERTY OWNERS' INSURANCE

FROM SME & PL PROPERTY OWNERS DIVISION



ONLINE COMMERCIAL PROPERTY OWNERS' INSURANCE POLICY SUMMARY

This document is a summary of **Your Policy** and other key information about the insurance cover that **You** should read. It does not contain full details of the terms and conditions of the **Policy** which can be found in the **Policy** wording. Please read the **Policy** wording carefully when **You** receive it and keep it for **Your** future reference.

If **You** have any questions about this **Policy** Summary, the **Policy** Wording or the insurance cover generally, please contact **Your** insurance adviser.

Who are the Insurers?

This **Policy** is provided by Pen Underwriting Limited acting as agent on behalf of a leading UK **Insurer**.

The **Insurer(s)** providing **Your** Commercial Property Owners' Insurance **Policy** will be shown in the 'Identity of Insurers' Endorsement on the **Schedule**.

What is the Online Commercial Property Owners' Insurance Policy?

The Online Commercial Property Owners Insurance **Policy** is a multi-section **Policy**. **You** must at least select **Buildings** and/or **Contents** cover but all other sections are optional. Sections are provided for:

- **Buildings** including landlords fixtures and fittings and **Landlords Contents**. Cover is available on an Accidental All Other Damage or specified **Covers Insured** basis.
- Loss of Rent.
- Employers' Liability.
- Property Owners' Liability.
- Terrorism Buy Back Cover.
- Residential and Commercial Landlords Legal Expenses.

This **Policy** Summary outlines the benefits, features and any significant or unusual exclusions or limitations to the above insurance covers. The **Policy Schedule** will show clearly what covers **You** have selected.

Period of Cover

12 Months or as shown on the **Schedule**.

Adequacy of Cover

To ensure adequate protection is maintained **You** need to review the level of cover and **Sums Insured** stated in the Schedule. If **You** underinsure the value of **Your, Property Insured** **We** will reduce the amount **We** pay **You** in a claim.

Core Covers

For **Your** cover to apply **You** must comply with the conditions of the **Policy**. These are explained in the General Conditions section of the **Policy** wording. These conditions include, but are not limited to, taking reasonable precautions to prevent loss and limit damage as well as actions **You** must take as soon as **You** are aware of a possible claim. Each section of the **Policy** contains exclusions and **You** must also refer to the **Policy** Exclusions section of the **Policy** wording for details of exclusions that apply to the entire **Policy**.

The **Policy** contains **(CONDITION PRECEDENT)** which **You** must comply with or **We** will not pay a claim.

In addition to the standard exclusions and limitations the **Policy Schedule** will advise **You** of any special exclusions or limitations applying only to **You**. These are described on the **Policy Schedule** as **Endorsements**.

Property Damage – Cover Option - Specified Contingencies (Covers Insured)

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Cover on a Covers Insured basis including damage caused by fire, lightning, explosion, earthquake, subterranean fire, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons, storm, falling trees, flood, escape of water or fuel oil from any tank apparatus or pipe, impact, sprinkler leakage, theft or attempted theft and subsidence. Automatic cover up to £2,000,000 for newly built and/or newly acquired buildings, with up to £500,000 for alterations, additions and improvements to the buildings. Up to £2,500 for replacement of locks any one claim following loss of keys by theft or attempted theft. Damage to landscaped gardens and grounds up to £25,000 each claim. Damage to gardening equipment stored in locked outbuilding up to £10,000 any one claim. Loss of metered water, gas, oil or electricity up to £25,000 each claim. Removal of debris following a loss. Costs and expenses incurred in locating and repairing the actual source of the damage caused by escape of water or oil from any tank, apparatus or pipe up to £25,000 any claim. Contents of common parts up to £25,000 unless otherwise stated in the Policy Schedule. Loss of rent and alternative accommodation up to 25% of the Sum Insured unless otherwise stated in the Policy Schedule, applicable to Residential Buildings or residential portion of Commercial Buildings only. Value Added Tax. Accidental breakage of glass and sanitaryware. Illegal Cultivation of Drugs up to £10,000 in total for any one Period of Insurance. Unoccupied Premises Malicious Damage by Tenant (if All other Accidental Damage is selected) up to a maximum of £10,000 each claim. 	<ul style="list-style-type: none"> If You do not comply with a (CONDITION PRECEDENT) We will not pay a claim. The first part of any claim the Excess. £500 escape of water Excess unless otherwise stated in the Policy Schedule. Your Policy is subject to a Condition of Average (Underinsurance). At the time of Damage if Your Sum Insured is less than 85% of the total value, the amount payable by Us will be proportionally reduced. Wear and tear; gradual deterioration; faulty or defective design, materials or workmanship; frost or change in the water table level. In respect of Cover Insured Storm and Flood, Damage to fences, gates and moveable property in the open. Theft or attempted theft by You, Your family or an Employee or any Resident or their guest. Damage caused by or consisting of mechanical or electrical breakdown or derangement. Damage caused by or consisting of cracking, fracturing, collapse or overheating of a boiler vessel. Pollution or Contamination unless resulting from Covers Insured covered by the Policy. Illegal Cultivation of Drugs cover extensions is subject to You complying with the CONDITION PRECEDENT. Malicious Damage by Tenant cover extension is subject to You complying with the CONDITION PRECEDENT stated in the Policy. When the Premises are Unoccupied there is no cover for Riot and Malicious Persons, Theft, Storm or Falling Trees, Flood, Escape of Water or Oil, Sprinkler Leakage and Accidental All Other Damage. When the Premises are Unoccupied cover is subject to You complying with the CONDITION PRECEDENT stated in the Policy. You must not sublet the Premises without Our agreement. In respect of Subsidence cover Damage caused by collapse, cracking, shrinkage or settlement of any building or coastal or river erosion, defective design or workmanship or defective materials, groundworks or excavation at the Premises.

Optional Covers You Can Choose To Add To The Property Damage Section

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> All other Accidental Damage to Property Insured. Fly Tipping Removal of Nests Reinstatement to Match Terrorism Buy Back Cover 	<ul style="list-style-type: none"> The first part of any claim (the Excess) Accidental damage does not include maintenance and normal redecoration costs, gradual deterioration, inherent vice, latent defect, faulty or defective design, corrosion, rust, rot or fungus, vermin or insects or domestic pets, atmospheric or climate conditions, mechanical or electrical breakdown, normal settlement or shrinkage. Removal of nests or infestations already in the Buildings.

Loss Of Rent Section (Optional)

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> Loss of Rent Receivable for Commercial Buildings. Auditors' and professional accountants' fees incurred in producing information required by us in preparation of a claim. Loss of income due to damage to property in the vicinity of the premises which prevents or hinders use of or access to the premises whether the premises have been damaged or not. Loss of Rent Receivable caused by interruption or interference with the business as a result of accidental failure of Your supply of electricity, gas, water (at the terminal ends of your suppliers' feed to the premises) and telecommunications (at the incoming line terminals to receivers' premises). Action by the police, or other competent local, civil or military authority up to £100,000 for any interruption or interference to the Business lasting more than 12 hours any one Occurrence and in total for any one Period of Insurance. Loss of Rent Receivable due to Damage at managing agents' premises subject to £50,000 any one claim and in total any one Period of Insurance. Loss of Rent Receivable caused by loss of attraction resulting from Damage to property in the vicinity of the Premises by any Cover Insured under Section A (Property Damage) which directly causes a loss of custom to the business. 	<ul style="list-style-type: none"> The deliberate act of a supply undertaking in withholding the supply of water, gas electricity, fuel or telecommunications services. Erasure or distortion of information on computer systems or other records. Losses excluded under the Property Damage section of the Policy.

Optional Covers You Can Choose To Add To The Loss Of Rent Section

- Terrorism Buy Back Cover

Employers' Liability Section (Optional)

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> • Legal costs and expenses in defending prosecutions under all relevant Health and Safety legislation • Payment for court attendance • Legal costs and expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007 • Legal fees arising from the Health and Safety at Work Act 1974 • Indemnity to Directors and Employees • Personal Injury to Partner or Proprietor 	<ul style="list-style-type: none"> • Personal Injury to any Employee engaged by You outside of the Territorial Limits • Personal Injury to an Employee carried in or upon, entering or getting on to, or alighting from a vehicle where any road traffic legislation requires insurance or security • Any liability arising out mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos • Work offshore • Personal Injury to an Employee arising from Terrorism is limited to £5,000,000 in the aggregate for any one Period of Insurance

Property Owners' Liability Section (Optional)

Features and Benefits	Significant or Unusual Exclusions or Limitations
<ul style="list-style-type: none"> • Actions under the Defective Premises Act • Legal expenses defending prosecutions under the Corporate Manslaughter and Corporate Homicide Act 2007 • Legal fees and expenses defending prosecutions under relevant Health and Safety legislation • Legal costs and expenses defending prosecutions under the Consumer Protections Act 1987 and the Food Safety Act 1990 • Legal liability for accidental bodily injury in respect of contingent motor liability not owned by, not loaned, leased, hired or rented to You nor provide by You, which is being used in connection with the Business in the defined territories • Payment for court attendance for any director, partner or Employee • Optional Extension for Legal liability for financial loss, subject to a maximum in any one period of insurance of £500,000 • Legal liability for accidental damage to employees' and visitors' personal belongings • Liability for accidental damage to hired, rented or occupied business premises (including fixtures and fittings) within the Territorial Limits • Personal liability for any director, partner or Employee in respect of Personal injury overseas • Legal liability for Personal Injury or Property Damage arising from Your provision of a valet parking service 	<ul style="list-style-type: none"> • The first part of any claim (the Excess) for third party property damage is £250 unless otherwise stated in the Policy Schedule • Liability arising out of any work or any products supplied which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device and the safety or operation of nuclear installations • Loss or damage to property which is held in trust or in Your custody or control or any other party who is carrying out work on Your behalf • Pollution or contamination unless caused by a sudden identifiable incident • Cover for Personal Injury and Property Damage arising from Terrorism is limited to £2,000,000 in the aggregate for any one Period of Insurance • Any liability arising out mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos. • Indemnity provided under other policies and deliberate acts or omissions • Indemnity in respect of any agreement for or including the performance of work outside the Territorial Limits • Liability arising from exports of Products to the United States or America or Canada

Residential and Commercial Landlords Legal Expenses Section (Optional)

Some important facts about **Your** Residential and Landlords Legal Expenses policy are summarised below. This summary does not describe all the terms and conditions of **Your** policy, so please take time to read the Policy wording document to make sure **You** understand the cover it provides.

The insurance cover summarised in this document is provided by AmTrust Speciality Limited and administered on their behalf by Arc Legal Assistance Ltd (**We/Us/Our**).

Your Landlord's Legal Expenses cover is valid for the period specified in the insurance schedule and applies to the tenancy agreement with the tenant in the property specified in the Policy Schedule.

Significant features and benefits	Significant exclusions or limitations	Policy section
Advisers' Costs to: Evict a tenant who is in breach of the tenancy agreement.	The tenant must have passed a tenant reference as defined in the policy wording and all conditions of that reference must have been complied with. You must have entered into an Assured Shorthold Tenancy, Company Let or a written common law residential tenancy agreement with the tenant. The tenancy agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months. There is no cover for disputes with any persons other than the tenant(s) or guarantor named in the tenancy agreement.	Tenant Eviction
	There is no cover for claims:- <ul style="list-style-type: none"> • which are not reported to us within 45 days of the tenant defaulting on the terms of the tenancy agreement • where the tenancy agreement commences more than 31 days after the tenant reference. • arising from or connected to your performance of your obligations under the tenancy agreement. • arising from dilapidations unless the missing or damaged items were contained within a dilapidations inventory. • falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal. • relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended). • if all necessary statutory pre-grant notices to the tenant were not issued or the first month's rent and the deposit (held in accordance with Section 213 of the Housing Act 2004) has not been received in cash or cleared funds prior to the tenant entering the property. 	
Legal costs to pursue: Actions for nuisance or trespass relating to the insured property.	The nuisance or trespass must have commenced at least 180 days after you first purchased this insurance.	Non-Tenancy Property Infringement
Legal costs to defend: A legal action as a result of a prosecution against You in a court of criminal jurisdiction where You are charged for committing a criminal offence directly and solely arising from your ownership of the insured property.		Criminal Prosecution Defence

Further Information

Cancellation

You have the right to cancel the insurance policy within fourteen (14) days of receiving the **Policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding.

Following the expiry of the initial fourteen (14) day period, this insurance **Policy** may be cancelled at any time at **Your** written request by giving notice and providing there has not been a claim **Insurers** will refund a proportionate part of **Your** premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**.

How to make a Claim

If **You** need to make a claim under the (Property Damage), (Loss of Rent), (Employers' Liability) or (Property Owners' Liability) Sections **You** can notify **Your** claim as follows:

Telephone: 0333 010 7190

New Claims E-mail: uk.newclaims@penunderwriting.com

Existing Claims E-mail:

uk.penmanchesterclaims@penunderwriting.com

To report a claim under the Residential Legal Expenses Section please call 0344 770 1044 and quote 'Pen Underwriting Landlords Protection'. Claims must be notified to the claims line within 45 days of the tenant first defaulting on the terms of the tenancy agreement. Failure to notify the claim within this time will invalidate the insurance cover.

Legal Advice Helpline

To obtain advice from a panel solicitors on any legal or taxation matter that may give rise to a claim under the Residential Legal Expenses Section, please call 0344 770 1044 and quote: 'Pen Underwriting Landlords Protection'.

Complaints Procedure

It is always the intention to provide a high level of service. However, it is appreciated that occasionally things go wrong.

If **Your** complaint is about the way **Your Policy** was sold to **You**, please contact **Your** broker to report **Your** complaint.

If **You** have a complaint regarding anything other than under the (Residential Legal Expenses) Section of **Your Policy**, **You** should contact Pen Underwriting Limited Complaints Officer quoting **Your** policy or claim number at:

Pen Underwriting Limited
Complaints
3rd Floor Spectrum Building
55 Blythswood Street
Glasgow G2 7AT

Telephone: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Alternatively, if **You** have a complaint under the (Residential Legal Expenses) Section of **Your Policy**, **You** should contact:

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD

Tel: 01206 615000

Email: claims@arclegal.co.uk

For full information refer to the Customer Information Section of the **Policy** wording.

Financial Ombudsman Services

You can also contact **Your Insurer**, contact details can be found in the **Schedule** under the 'Identity of Insurers' **Endorsement**.

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them.

Further details on eligibility and the referral process can be found on the FOS Website.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 023 4567 (for landline users)

0300 123 9123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financialombudsman.org.uk

Financial Services Compensation Scheme

In the event that **We** are unable to meet **Our** liabilities **You** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **Your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 7741 4100.

Alternatively, more information can be found at www.fscs.org.uk.

Choice of Law

This **Policy** shall be governed and construed in accordance with English Law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Registration and Regulatory Information

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 314493).

We are a limited company registered in England and Wales under company number 05172311. Our registered office is located at The Walbrook Building, 25 Walbrook, London, EC4N 8AW.

For **Your Insurers** details refer to the 'Identity of Insurers **Endorsement**' on the **Schedule**.

You can check regulatory information for each firm on the Financial Services Register by visiting the FCA's website www.fca.org.uk.

All panel insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Details of the **Insurer** that is providing **Your** Residential Property Owners Insurance will be shown on the **Policy Schedule** under the 'Identity of Insurers **Endorsement**'.

