

R&Q Commercial Risk Services Limited **Property Owners Insurance Summary of Cover**

November 2018

This Policy is designed to cover the assets, earnings and the legal liabilities of You owning the insured property. It is underwritten by Canopius Managing Agents Limited Syndicate 4444 and Amlin UK Plc with the Equipment Breakdown section underwritten by HSB Engineering Insurance Limited and the Legal Expenses Section is provided by ARAG plc and underwritten by Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited.

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 by Canopius Managing Agents Limited Syndicate 4444 Proportion 50%

Canopius Managing Agents Limited Syndicate 4444 is authorised by is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Canopius Managing Agents Limited Syndicate 4444 is registered in England No. 01514453. Registered office: Gallery 9, Lloyd's of London, One Lime Street, London EC3M 7HA

Sections 1 - 5 are underwritten by Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative Amlin UK Limited Proportion 50%

Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG.

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.

Covers

- Property provides All Risks cover for loss or damage to:
 - Buildings, landlords fixtures and fittings, boundary walls, gates and fences
 - Glass and sanitary fittings including breakage of fixed, plain and wired glass
- Loss of Rental Income covers You for loss in rental income or rental value due to property damage by external hazard which therefore makes the premise unsuitable for habitation
- Terrorism optional additional cover providing protection for Property and Rental Income against Terrorism
- Employers Liability covers Your legal liability to employees if they are injured whilst working for You.
- Property Owners Public and Products Liability covers Your legal liability for damages and legal costs in respect of accidental bodily injury, death, disease, illness or nervous shock to any person, damage to third party property, obstruction, trespass or nuisance, wrongful arrest or detention
- 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 relating to:
 - Employment
 - Employment Compensation Awards
 - Employment Restrictive Covenants
 - Tax disputes
 - Property
 - Legal Defence
 - Compliance & Regulation
 - Statutory Licence Appeals
 - Loss of Earnings
 - Personal Injury
 - Executive suite
 - Contract & Debt Recovery
 - Crisis Communication
 - Repossession
 - Rent Arrears
 - Accommodation & Storage Costs
 - Prosecution Defence
 - Rent Indemnity (Optional Cover)

And also Helplines for:

- Business Legal and Tax Advice
- Counselling service
- Executive Suite Identity Theft Resolution
- Access to:
 - Business Legal Services website
 - Landlord Legal Services website

- Crisis Communication
- Redundancy Assistance



Policy Summary Property Owners Insurance

The information provided in this policy summary is key information You should read.

This Policy Summary does not contain the full terms and conditions of Your Property Owners Insurance. The full terms and conditions can be found in the policy document, a copy of which is available upon request.

This summary should be read in conjunction with Your policy schedule and wording.

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
Section 1 – Property Damage (if selected)	
Covers damage to Your buildings caused by any accidental loss destruction or damage not otherwise excluded.	The excess shown in the schedule.
Inflation Protection (Day One basis of cover).	Damage caused by storm or flood to fences and gates unless caused by falling trees.
Capital Additions up to 10% of buildings (up to maximum of £500,000) & new acquisitions up to £1,000,000.	Subsidence caused by new structures bedding down or made-up ground settling.
Damage to services extending to the public mains.	Empty buildings condition applies.
Additional costs in complying with Public Authority requirements (up to maximum of £250,000).	Damage caused by wear and tear, gradual deterioration, faulty or defective design.
Inadvertent omission to insure – limit £500,000.	Damage caused by mechanical or electrical breakdown or derangement.
Lessee failure to insure – limit £500,000.	Pollution or contamination other than caused by a
Rent of residential property – up to 20% of building sum insured.	sudden identifiable unintended and unexpected cause.
Section 2 – Loss of Rental Income (if selected)	
Financial compensation for loss of rent receivable following interruption to the business as a result of an insured loss under Section 1 caused by accidental loss destruction or damage not otherwise excluded.	Losses excluded under the Property Damage section. Loss caused by the deliberate act of a utility supplier.
Automatic 100% uplift of the rent receivable sum insured to allow for mid-term rent reviews.	
Advance rent receivable in respect of new property developments.	
Inadvertent omission to insure – limit £250,000.	
Extensions for failure of supply, infectious diseases, legionellosis, prevention of access – limits £100,000.	
Extensions for loss of attraction – limits £100,000 (leased premises), £25,000 (unleased premises).	
Extensions for action of competent authorities, bomb scare or unlawful occupation – limits £10,000.	

Loss of investment income for late payment of rent as a result of damage.	
Loss of rent due to damage at managing agents' premises – limit 10% or £100,000 whichever is less.	
Section 3 – Terrorism (if selected)	
Extension of cover for Sections 1 and 2.	Terms, conditions and exclusions of Section 1 and 2 will apply.
Damage or loss to items insured under Sections 1 and 2 caused by acts of Terrorism in Great Britain.	Terrorism cover can not be purchased selectively. If Terrorism cover is required it must apply to all insured property.
Section 4 – Employers' Liability (if selected)	
Your legal liability for damages and legal costs in respect of bodily injury, death, disease, illness or nervous shock to	Work undertaken offshore.
employees during their employment.	Cover where compulsory insurance is required under Road Traffic Acts legislation.
Standard Limit of Indemnity of £10,000,000.	Cover for acts of Terrorism limited to £5,000,000.
Covers employees temporarily working overseas. Legal costs for defending prosecutions under health and safety	Limit of £5,000,000 in respect of claims arising from asbestos.
legislation.	Compensation under the Corporate Manslaughter and Corporate Homicide Act limited to £5,000,000.
Section 5 – Property Owners' Public and Products Liability (if selected)	
Your legal liability for damages and legal costs in respect of accidental bodily injury, death, disease, illness or nervous shock	Work undertaken offshore.
to any person, damage to third party property, obstruction, trespass or nuisance, wrongful arrest or detention.	Public Liability arising from professional advice given.
Legal costs for defending prosecutions under health and safety	Pollution or contamination unless caused by a sudden and identifiable incident.
legislation.	Loss arising from asbestos.
Liability incurred in connection with the Defective Premises Act, Data Protection Act (limit of £250,000), Consumer Protection Act and Food Safety Act legislation.	Liability for injury to employees.
Libel and Slander extension – limit £250,000.	Punitive damages awarded by any Court of Law.
Legionellosis liability extension – limit £1,000,000.	First £250 for each claim for Property Damage.
Contingent Motor Liability cover.	Libel and Slander extension applies solely to in-house and trade publications.
	Compensation under the Corporate Manslaughter and Corporate Homicide Act limited to £5,000,000.
Section 6 – Equipment Breakdown (if selected)	
Covers Accidents to Covered Equipment arising out of Breakdown, Electrical arcing, steam explosion or collapse and Operator Errors. (£5,000,000).	Any Covered Equipment shown as not included in the description of Covered Equipment.
Hazardous substances and contamination costs (£10,000).	Biomass and Biogas Installations.
Reinstatement of Data and Computer Increased Costs of	Hydroelectric Installations.
Working (£50,000).	Production and process equipment (this is available upon request and is not included in the standard cover).
Business Interruption following breakdown of Covered Equipment. (£100,000).	

Expediting Expenses (£20,000)	Any defect virus loss of data (other than as specifically
Temporary repair expenses in respect of Covered Equipment (£20,000).	insured under Reinstatement of Data) or other situation within media.
Hire of substitute equipment following a loss (£10,000).	Depletion, deterioration, corrosion, erosion, wear & tear or other gradually developing condition.
Storage tanks and loss of contents (£10,000).	Solidification or biological activity or spontaneous
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).	chemical reaction in the contents of tanks or materials being processed. Any amount recoverable under maintenance
Additional Access Costs (£20,000)	agreements, warranties or guarantees including any amount which would be recoverable but for breach of Your obligations under the agreement.
Debris Removal (£25,000)	
Repair Costs Investigation (£25,000)	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.
Section 7 – Legal Expenses (if selected)	
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:	 It must always 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 the Insured chooses to use their own representative.
Employment A dispute with a past, present, or prospective employee, arising from a contract of service and/or alleged breach of employment laws.	 Pursuing an action other than an appeal. Any redundancy notified claim within 180 days of You taking out this policy. Internal grievances or disciplinary matters.
Employment compensation awards Where We have accepted Your claim under Employment, the Insurer will pay a basic and compensatory award made against You by a tribunal, or an amount agreed by us to settle a dispute.	Money due to an employee under a contract.
 Employment Restrictive Covenants A dispute with Your employee or ex-employee which arises from a restrictive covenant in a contract of service with You another party who alleges that You have breached their legal rights protected by a restrictive covenant. 	The restrictive covenant must not extend further than is reasonably necessary to protect Your business interests or contain restrictions in excess of 12 months.
Tax disputes An HMRC compliance check or formal enquiry into Your business tax affairs or a dispute about VAT, including an appeal.	 Any claim where You have been careless or have not met legal timescales.

	 An investigation by the Fraud Investigation Service of HMRC. Tax avoidance.
 Property An event which causes damage to Your property, a public or private nuisance or trespass, and recovery or repossession of property from an employee or ex-employee. We will cover a dispute with Your business tenant under the terms of a written lease agreement in relation to Your property let under the Landlords & Tenants Act 1954 or where You have correctly contracted out of the 1954 Act. 	Any claim where a contract exists between You and the other party (apart from the recovery or repossession of property from an employee or ex-employee). Any dispute that arises from a disagreement with Your tenant over payment or non-payment of rent and or service charges. You must demonstrate that You have served the correct legal notice(s)
 Legal Defence We will defend the Insured in an investigation that could lead to prosecution if criminal proceedings are brought. Cover for motor-related investigations and prosecutions is included. 	
 Compliance & Regulation An appeal against the terms of a Statutory Notice issued against Your business. Representing You throughout an investigation by a professional or regulatory body and at any subsequent disciplinary hearing. Defence of a civil action brought for wrongful arrest arising from an allegation of theft; under the Data Protection Act; against Your employees where unlawful discrimination has been alleged or there has been a breach of duty in their capacity as trustee of a pension fund set up for the benefit of Your employees. 	
 Statutory Licence Appeal An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration. Loss of Earnings The Insurer will pay loss of earnings if an employee has to attend court or tribunal for a claim under this policy or because	
they are called for jury service. Personal injury We will represent an employee to pursue a claim for compensation if they are injured at work where fault lies with a third party.	Conditions, illness or disease that gradually develop over time are excluded.
 Executive suite The principal, executive officers, directors and partners of Your business are covered for the following. An HMRC enquiry into the executive's personal tax affairs. 	 The exclusions that apply to Insured events 4), 6) above and 13) below also apply to an executive claiming against this insured event. For identity theft claims the percent claiming must have
 A motoring prosecution that arises from driving for personal, social or domestic use. A claim that arises from personal identity theft. A dispute that arises from the terms of Your business partnership agreement that is to be referred to mediation. 	• For identity theft claims the person claiming must have followed advice from the Executive suite identity theft resolution helpline

 Crisis communication, as described below, covers Your executives for matters occurring in their private and personal capacity and that cause reputational damage. 	
Contract & debt recovery Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services. Motor vehicle disputes are included.	 The amount in dispute must exceed £200. Disputes with tenants. The sale or purchase of any land or buildings. Computer systems which have been supplied by You or tailored to Your requirements. Breach of professional duty by an Insured. Arbitration or adjudication.
Crisis communication Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.	 Matters that should be dealt with through Your normal complaints procedures. A matter that has not actually resulted in adverse publicity. The maximum the Insurer will pay is £25,000.
Residential Landlord Legal Expenses The Insurer will pay Your legal costs & expenses (including the cost of appeals) up to £50,000 for claims reported during the period of insurance for the following:	 It must be more likely than not that Your claim will be successful. Your claim must be reported to us during the period of insurance and as soon as possible after You first become aware of circumstances which could give rise to a claim. In relation to rent arrears, this must be within 30 days of the rent first becoming overdue. You must agree to use our appointed advisor before proceedings are issued of for claims heard in the small claims court. The Insurer will not pay legal costs & expenses incurred before We agree to cover Your claim.
 Repossession We will pursue a claim for repossession of Your property which is let In England and Wales as an assured shorthold tenancy or assured tenancy or in Scotland as a Scottish private residential tenancy, short assured tenancy or assured tenancy or in Northern Ireland subject to the Private Tenancies (NI) Order to a limited company or business partnership under licence agreements if You live at the property. 	 You must be able to provide evidence that You have demanded overdue rent in writing. There must be mandatory grounds for repossession
Rent Arrears We will pursue a claim to recover rent arrears owed to You.	

Accommodation & Storage Costs We will pay accommodation and/or storage costs while You are unable to get possession of Your property.	 You must be repossessing Your property to live in it Yourself. Accommodation costs exceeding £175 per day and in excess of £5,250 in total. Storage costs exceeding £50 for each complete week and in excess of £300 in total.
Prosecution Defence We will defend a prosecution against You that relates to the letting of Your property.	 Prosecution alleging violent acts, dishonesty or relating to illegal drugs or alcohol, illegal immigration or indecent or obscene materials.
Rent Indemnity (Optional Cover) We will pay rent owed to You	
	 Applies only where We cover Your claim for Repossession Rent is payable up to 5 months for a 6 month policy or 11 months for a 12 month policy until vacant possession is obtained after which We will pay 75% of rent that was previously due for up to two months. You are responsible for the first unpaid month's rent. You must have: A signed tenancy agreement Vetted You tenant(s) or guarantor (if applicable) including obtaining credit reference checks Collected the first month's rent in advance and one month's rent as a deposit.
Legal & tax advice helpline Access by telephone to legal and tax experts for UK and EU-wide legal advice and UK tax advice.	 Advice will not be put in writing. Advice is restricted to business legal matters. Advice on UK tax law is available Monday to Friday
	 between 9am and 5pm (except bank holidays). We cannot advise on financial planning or financial services products. Services are subject to fair and reasonable use.
Redundancy assistance helpline A specialist consultancy that will assist You to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review, telephone and written advice.	 Available Monday to Friday between 9am and 5pm (except bank holidays). This service attracts a fee.
Executive suite identity theft Telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties.	Available Monday to Friday between 9am and 5pm (except bank holidays).
Crisis communication If Your business has attracted negative publicity which could cause reputational damage, You can access professional PR support from our Crisis communication experts at any time.	

Counselling assistance Qualified counsellors will provide confidential support and advice by phone to Your employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. Business legal services & Landlord Legal Services website Register using Your voucher code to download legal documents that can assist with day-to-day issues that affect Your business.	 Documents are for business use. Some documents only apply for England & Wales. • Most documents are free but a few attract a modest charge. Legal review services are subject to a fee. Territorial limit The UK, Channel Islands and the Isle of Man, except for Legal defence and Contract & debt recovery where cover extends to EU countries, Norway and Switzerland. Your property must be located in England, Wales, Scotland or Northern Ireland. Period of insurance Unless otherwise agreed the period of insurance shall be for 12 months. Legal costs & expenses Reasonable costs incurred by the appointed advisor. The other side's legal costs. Employment compensation awards and employee settlements agreed with us. Basic wages and salary in respect of Loss of earnings
For full details of the coverage You must read Your policy.	 Crisis communication costs. Fees for intervention. 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.

The Policy is a complex document and contains a large number of specific terms relevant in specific circumstances, depending on the nature of the risks being insured and those extensions requested. The policy may also contain warranties describing actions that You must take or avoid for any cover to operate.

If the value declared or the sum insured selected is less than the full insurable amount, then any claim may not be payable in full.



Notifying a Claim

In the first instance claims should be notified to Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Stoke-on-Trent ST4 4DA. Tel: 0344 856 2338 Fax: 0344 856 2005 Please provide Your policy number and as much information as possible about the claim

Claims for Section 11 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

Policy Limits

Higher Limits may be available on request. Please ask Your Insurance Broker for details.

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets Your needs and that You understand its terms, conditions, limits and exclusions.

If You wish to change anything or if there is anything You do not understand please notify Your Insurance Broker. If You fail to notify us of any changes You require, Your policy may not operate fully.

Cancellation of this policy

You may cancel the policy at any time, although We reserve our rights on refunding any premium depending on how long the policy has been in force and if You have made a claim on this policy. To exercise Your right to cancel, contact the Broker who arranged this cover for You.

Complaints Procedure

Any complaint that You may have should in the first instance be addressed to the Broker who arranged this cover for You.

Please quote Your policy number in all correspondence so that Your complaint may be dealt with speedily. If You remain unhappy with the way in which Your complaint has been handled or its outcome then You may refer Your complaint to

The Commercial Manager R&Q Commercial Risk Services Limited 71 Fenchurch Street London EC3M 4BS Phone: + 44 (0) 20 7780 5850

If You still remain unhappy with the way in which Your complaint has been handled or its outcome then You may refer Your complaint to:

If Your complaint relates to Sections 1-5 You should contact: 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: <u>www.lloyds.com/complaints</u>

If Your complaint relates to Section 6 – Equipment Breakdown You should contact: Group Operations Manager, HSB Engineering Insurance Limited, Chancery Place, 50 Brown Street, Manchester, M2 2JT Phone: 0835 345 5510 Fax : 0835 345 5610 Email: complaints@hsbeil.com

If Your complaint relates to Section 7 – Legal Expenses You should contact: Step1

Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN Tel: 0117 917 1561 Email: <u>customerrelations@arag.co.uk</u>

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@lloyds.com, Webite:www.loyds.com/complaints

If You are still dissatisfied then You may be able to refer Your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 08000 234 567. Further information is available from them. **Compensation**

R&Q MGA Limited, Canopius Managing Agents Limited Syndicate 4444, Amlin UK Plc, HSB Engineering Insurance Limited, ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations.

Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on Your Policy Schedule), and is annually renewable.

Financial Register

The Financial Services Register can be checked by visiting their Website on <u>www.fsa.gov.uk</u> or by calling 0845 6061234

Data Privacy Notice

We may use personal information in order to write and administer this policy, including any claims arising from it.

This information may include basic contact details such as names, addresses, and policy number, but may also include more detailed personal information about individuals (for example, their age, health, details of assets, claims history) where this is relevant to the risk R&Q Commercial Risk Services Limited are underwriting on Our behalf or services the being provided or to a claim that is being reported.

We are part of a global group and information may be shared with their group companies in other countries as required to provide coverage under this policy or to store information. We also use a number of trusted service providers, who will also have access to personal information subject to Our instructions and control.

Individuals have a number of rights in relation to their personal information, including rights of access and, in certain circumstances, erasure.

This notice represents a condensed explanation of how the Insurer uses personal information. For more information, please refer to Our Data Privacy Notice, links to which can be found in the policy wording.