

Commercial Let Property Owners' Policy Summary

Primary General Online - Commercial Let Property Owners' Policy - PGPOPO v07-09 COM LET



Policy Summary

This document provides a summary only of the significant aspects of cover (including restrictions) provided by our Commercial Let Property Owners' Insurance Policy. This summary does not describe all the terms and conditions of your Policy, so please take time to read the Policy document to make sure you understand the cover it provides. For full details, please refer to the Policy itself which is available to download from our website (www.primarygeneral.co.uk) or by contacting your broker.

Introduction

The cover provided by the Primary General Commercial Let Property Owners' Insurance Policy has been designed to meet the needs of the property owning community including landlords and buy to let investors for single site commercial and or mixed commercial and residential let properties. It provides comprehensive cover to meet the general insurance requirements of Property Owners.

These Policy covers are underwritten by Primary General Insurance Limited on behalf of capacity supplied by Fortis Insurance Limited and Aviva Insurance Limited.

Covers

Property Damage

- Fire
- Lightning
- Explosion
- Aircraft or other aerial device or article dropped from them
- Riot, Civil Commotion
- Strikers, locked out workers or persons taking part in labour disturbances
- Malicious Damage
- Earthquake & Subterranean Fire
- Storm
- Flood
- Escape of Water
- Impact by own vehicles and third party vehicles or animals
- Accidental Physical Damage
- Sprinkler Leakage
- Subsidence, heave or landslip (where selected)
- Theft
- Theft Damage to Buildings
- Terrorism (where selected)

Notable Policy Extensions

(Some of these Extensions do not apply where the Buildings on the Schedule are unoccupied by any person, unattended or no longer in active use in connection with the Business for more than 30 consecutive days)

- Architects Surveyors Legal & other Professional Fees
- Non invalidation in respect of mortgagees, freeholders and lessors
- Removal of debris costs – including Tenants Contents
- Temporary removal of property from the insured premises for cleaning, renovation, repair etc.
- Temporary removal of documents
- Sprinkler installation upgrading costs
- Additional costs in complying with Public Authorities requirements
- Subrogation waiver for the Insured's subsidiary companies
- Lock & keys (maximum £5,000)
- Landscaped Grounds (maximum £25,000 any one claim)
- Damage to Metered Supplies (maximum £25,000 any one claim)
- Unauthorised use of supplies (maximum £25,000 any one claim)
- Trace and access (maximum £25,000 any one claim)
- Tree felling and lopping (maximum £5,000 any one claim)
- Removal of wasp & bee nests (maximum £500 any one claim)
- Contractors interest (up to a maximum contract value £250,000)
- Alternative residential accommodation up to 20% of the Buildings Sum Insured
- Contracting purchasers
- Workmen carrying out minor repairs at the insured premises
- Further investigation expenses
- Seventy two hour clause
- Computer system records not exceeding £25,000 for the cost of materials and clerical labour in reproducing records
- Partners, directors, employees & visitors personal effects (maximum £500 for any one person)
- Landlords Contents (furnishings up to £5,000 – communal parts up to £10,000) as standard, with option to increase
- Day one reinstatement (15%)
- Damage to services including telephone, gas, water and electricity
- Interest clause
- Index linking
- Value Added Tax
- Fixed glass & fixed sanitary ware – cost of boarding up pending full replacement – includes damage to lettering, painting, embossing, silvering or other ornamental work – damage to framework and contents – maximum any one claim £2,500

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Property Damage (continued)

Notable Policy Exclusions:

- The Excess as stated in the Policy Schedule.
- Pollution and/or contamination.
- Property more specifically insured.
- Damage in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow or flood.
- Theft or attempted theft not involving forcible or violent entry or exit from the premises insured.
- Subsidence, heave or landslip, unless extended to include
- Subsidence caused by new structures bedding down or newly made-up ground settling.
- Glass in unoccupied premises
- Terrorism, unless extended to include
- Damage in respect of any Building (and its Contents) which is unoccupied by any person, untenanted or no longer in active use in connection with the Business for a period exceeding 30 days other than by Fire, Lightning, Domestic Explosion and Aircraft. (This cover shall only operate if confirmed by the Insurers in writing).
- Additional Exclusions as may be specified in the Policy Schedule.

Notable Policy Conditions of cover:

- Condition of Average (underinsurance).
- Fire extinguishing appliance maintenance condition.
- Protections condition
- Reasonable precautions to prevent or minimise damage, accident or injury
- Policy voidable in the event of misrepresentation, non disclosure or misdescription of any material fact.
- Change of risk
- Warranties (as specified in the Policy Schedule).
- Unoccupancy Notice
- Additional Exclusions, Warranties and Conditions precedent as may be specified in the Policy Schedule.

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Loss of Rent

This section covers financial compensation following accidental loss or destruction of or Damage to Property belonging to the Insured following a loss under the Property Damage section caused by one of the following Specified Peril(s)

- Fire
- Lightning
- Explosion
- Aircraft or other aerial device or article dropped from them
- Riot, Civil Commotion
- Strikers, locked out workers or persons taking part in labour disturbances
- Malicious Damage
- Earthquake & Subterranean Fire
- Storm
- Flood
- Escape of Water
- Impact by own vehicles and third party vehicles or animals
- Accidental Physical Damage
- Sprinkler Leakage
- Subsidence, heave or landslip (where selected)
- Theft
- Theft Damage to Buildings
- Terrorism (where selected)

Notable Policy Extensions:

(Some of these Extensions do not apply where the Buildings on the Schedule are unoccupied by any person, unattended or no longer in active use in connection with the Business for more than 30 consecutive days)

- 12 months automatic Loss of Rent cover, up to 20% of the Buildings Sum Insured as standard, with option to increase
- Value Added Tax
- Seventy two hour Clause
- Payments on account
- Accountants charges
- Automatic Sum Insured re-instatement (for an additional premium)
- Loss of rent cover will extend to include Increased Cost of Working and Re-letting costs
- Denial of access
- Documents (belonging to the Insured or held in trust by the Insured)
- Infectious & contagious diseases (maximum any one claim £250,000)
- Loss of attraction (limit 5% or £250,000 whichever is the less)
- Index Linking
- Supply undertakings

Notable Policy Exclusions:

- The Excess as stated in the Policy Schedule
- Subsidence, heave or landslip, unless extended to include
- Terrorism, unless extended to include
- Theft or attempted theft not involving forcible or violent entry or exit from the premises insured
- Damage in respect of any Building (and its Contents) which is unoccupied by any person, untenanted or no longer in active use in connection with the Business for a period exceeding 30 days other than by Fire, Lightning, Domestic Explosion and Aircraft. (This cover shall only operate if confirmed by the Insurers in writing)
- Additional Exclusions, Warranties and Conditions precedent as may be specified in the Policy Schedule.

Notable Policy Conditions:

- Alteration to the risk
- Additional claims conditions
- Contribution & Average
- Rent declarations
- Automatic rent review
- Unoccupancy Notice

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Property Owners' Liability

This section provides protection for legal liability for damages and legal costs arising from the ownership of the premises. Standard limit of indemnity is £2,000,000 (An increased limit of £5,000,000 is available upon request).

Notable Policy Extensions:

- Cover includes death, bodily injury, disease, illness, mental injury, mental anguish, nervous shock
- Invasion of privacy
- False arrest, false imprisonment, false eviction or malicious prosecution of any person
- Covers employees temporarily engaged in work, in connection with the business, in any member country of the European Union
- Loss or damage to material Property
- Contractual liability
- Overseas personal liability
- Court attendance compensation
- Indemnity to other persons including directors, employees & principals
- Joint Insured – cross liabilities
- Buildings temporarily occupied for the purpose of maintenance and repair
- Contingent motor liability cover applies
- Cover includes liability incurred in connection with:
 - Accidental pollution or contamination
 - Defective Premises Act 1972
 - Data Protection Act 1998
 - Health & Safety at Work Act 1974
 - Consumer Protection Act 1987
 - Food Safety Act 1990

Notable Policy Exclusions:

- Terrorism restricted to £2,000,000
- The excess as shown in the Policy Schedule
- Injury to any Employee arising out of or in the course of employment or engagement of such person by the Insured
- Work on Offshore Installations
- Products supplied to the knowledge of the insured for use in – any aircraft or spacecraft
- Product recall, replacement or guarantee
- Liability arising out of ownership, possession or use by or on behalf of the Insured of any vessel or craft designed to travel in, on or through water, air or space
- Advice, design or specification provided for a fee
- Contract Works & JCT clause 21.2.1
- Damage to property held in trust other than :
 - Personal effects or vehicles
 - Premises and their contents not owned, leased, rented or hired to the Insured but temporarily in the charge of the Insured for carrying out work
- Pollution and/or Contamination unless accidental
- Injury, loss or damage caused by or arising from Products which to the knowledge of the Insured are for use in or supply to the United States of America or Canada
- Any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident employee or holder of the Insured's power of attorney
- Asbestos Exclusion
- Additional Exclusions, Warranties and Conditions precedent as may be specified in the Policy Schedule.

Notable Policy Conditions:

- Unoccupancy Notice
- Immediate notification of anything which shall materially affect the risk

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Employers' Liability

This section provides protection for the Insureds' Contingency (Employers' Liability) liability for damages and Legal costs of up to £10,000,000 (restricted to £5,000,000 in respect of Terrorism)

Notable Policy Extensions:

- Cover includes death, bodily injury, disease, illness, mental injury, mental anguish, nervous shock
- Covers employees temporarily engaged in non manual work within the European Union in connection with the business
- Unsatisfied court judgements
- Legal costs incurred in the defence of criminal proceedings under the Health & Safety at Work Act 1974
- Compensation for court attendance
- Injuries to working partners

Notable Policy Exclusions:

- Excluding cover where compulsory insurance is required under any road traffic legislation
- Additional Exclusions, Warranties and Conditions precedent as may be specified in the Policy Schedule
- Work on offshore installations

Notable Policy Conditions:

- Unoccupancy Notice
- Immediate notification of anything which shall materially affect the risk

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Cancellation Rights

Although Insurers hope the Insured is happy with the cover this Policy provides, if this insurance does not meet the Insured's requirements, the Insured may cancel this Policy by:

- 1) giving notice in writing; and
- 2) within 30 days of sending the notice of cancellation the Insured must return all effective Policy documents and if applicable, any Certificates of Insurance to the Insurance Broker, Intermediary or Agent who arranged this insurance or to Primary General Insurance Limited.

The Insurers will then cancel the Insured's Policy with effect from the date upon which Primary General Insurance Limited receive the documents as stated in 1) and 2) above. That date will be the Cancellation Date.

If the Cancellation Date is within 14 days of the start of the Policy or any Renewal date the Insurers will return your entire premium and any fees. If it is later the Insurers will charge you premium for the period of insurance to the Cancellation Date (subject to a minimum of £75) and return the remaining premium less any policy fees already incurred.

Insurers' Rights to Cancel this Policy

The Insurers (or any agent with the Insurers specific authority) shall **not** be bound to accept the Renewal of this Policy.

There may be circumstances in which Insurers (or any agent with the Insurers specific authority) may notify the Insured that the Policy will be cancelled.

For details of the full cancellation rights applicable under this Policy please refer to the Policy wording.

Complaints Procedure

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint, you should, in the first instance, contact either the Intermediary who arranged the Policy for you, or the branch of Primary General Insurance Limited which issued your Policy. Please be ready to quote the details of your Policy, the name of the Insured and Policy number. Should the matter not be resolved to your satisfaction, please write to:

The Customer Services Manager
Primary General Insurance Limited
7th Floor
Embassy House
60 Church Street
Birmingham
B3 2DJ

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at: <http://www.financial-ombudsman.org.uk/>

Notification of New Claims

To notify a new claim please follow the steps below:

1. Check the Policy and Schedule to ensure that you are covered.
2. Check the Claims conditions under the respective Section(s) of the Policy.
3. Call our dedicated claims line 0844 209 0999 to notify your claim.

If you are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Our Complaints Procedure.

Details about the regulator and your Insurers

Primary General Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). The FSA register number is 308347. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Aviva Insurance Limited is authorised and regulated by the Financial Services Authority (FSA). You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Compensation Arrangements

Primary General Insurance Limited, Fortis Insurance Limited and Aviva Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our insurance obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: <http://www.fscs.org.uk/>

Duration

These covers will apply for a period of 12 months unless specified otherwise in the Primary General Policy Schedule.