



Summary of Cover

# Commercial Landlords Insurance Policy

Please read this document carefully. Full terms and conditions can be found within the Policy Wording.

The Commercial Landlords Insurance policy is underwritten by U K Insurance Limited trading as NIG and will run for 12 months or as shown on the certificate. Please refer to your policy certificate and statement of fact for full details of the sections you are covered for and any endorsements or excesses that may apply. Subsidence cover is available as an option in most cases.

## Optional Cover

keyfacts®

### Section 1 | The Structure

#### Cover

Available on "Specified Contingencies" or an "All Risks" basis

#### Extensions included as standard (subject to certain limits)

- Accidental damage to underground service pipes and cables
- Ground rent – up to 2 years whilst uninhabitable and up to a maximum of 10% of the **sum insured**
- Public authorities
- Professional fees
- Capital Additions – up to 10% of **sum insured** or £500,000 whichever is less
- Removal of Debris
- **Damage** by Emergency Services – up to £25,000 any one claim
- Contracting Purchaser's Interest
- Trace and Access – up to £10,000 any one claim
- Subrogation Waiver against parent or subsidiary companies, tenants and lessees
- Non-invalidation
- Workmen
- Mortgage – interests of mortgagors and leaseholders/lessees protected following increased risk
- Drain clearance costs
- Fire extinguishment expenses – up to £5,000 any one claim
- Loss of metered water and heating oil – up to 5,000 in any **period of insurance**
- Unauthorised use of Electricity, Gas or Water – up to £10,000 any one claim
- Alternative accommodation costs or loss of rent (residentially occupied properties only) up to 20% of the **sum insured** in total for 24 months from the date of **damage**
- Day One (optional) up to 150% of declared value.

#### Conditions specific to this section

- Designation
- Reinstatement of **sum insured** following a loss.

#### Exclusions specific to this section

- **Damage** caused by riots, strikes, civil commotion or labour disturbances in Northern Ireland
- **Damage** to gates and fences caused by storm or flood or breakage or collapse of aerials, satellite dishes or falling trees
- **Damage** caused by an explosion due to the bursting by steam pressure of a boiler, economiser or any other apparatus unless used for domestic purposes
- **Damage** caused by an explosion in respect of any machinery that must comply with statutory regulations unless such machinery is the subject of a policy or subject to inspections
- **Property** more specifically insured
- **Damage to glass and sanitary ware** as defined under Section 5 – other than by fire, lightning or explosion
- Frost **damage** to plumbing installations in outbuildings.

If All Risks The Structure Extension applies (the certificate will show if this applies), then the following additional exclusions will apply:

#### Damage caused by:

- Wind, hail, sleet snow, flood or dust **damage** to walls
- Normal settlement or bedding down of new structures
- Collapse or cracking of **buildings**

## Optional Cover

### Section 2 | Landlords Contents

#### Cover

Available on "Specified Contingencies" or an "All Risks" basis

#### Extensions included as standard (subject to certain limits)

- Temporary Removal – up to 10% of the **sum insured**
- Replacement Locks – up to £1,000
- Debris removal costs – up to £25,000 any one **premises**
- Loss of Oil and Metered Water – up to £5,000 any one **period of insurance**.

#### Conditions specific to this section

- Automatic Reinstatement of **sum insured**.

#### Exclusions specific to this section

- **Damage** due to leakage of beverages from bottled stock

#### Damage to:

- **Property** in the open in respect of riot, malicious **damage**, civil commotion, labour disturbances, storm, flood and theft
- Stock and materials in trade
- Bills of exchange, money, promissory notes, securities, deeds, bonds etc.
- **Business** books, plans and specifications, designs and computer records
- Jewellery, watches, furs and precious stones and metals
- Works of art and antiques
- **Property** more specifically insured
- Cessation of work or confiscation by authorities
- Plant or fittings by self-ignition, short-circuit, excessive pressure, self-heating or leakage of electricity
- Any electrical sign or its installation.

All Risks Landlords Contents Extension applies (the certificate will show if this applies), then the following additional exclusions will apply:

#### Damage caused by:

- Any machine arising from mechanical, electrical or electronic breakdown
- Normal maintenance or repair
- Erasure or distortion of information on computer records
- Dishonesty or fraud by your employees or anyone lawfully on the premises
- Confiscation or detention by Customs or other officials or authorities
- **Damage to glass or sanitary ware** as defined under Section 5 – other than by fire, lightning or explosion.

## Standard cover

### Section 3 | Public Liability

#### Cover

Public Liability, indemnity limit shown on the certificate.

#### Extensions included as standard (subject to certain limits)

- Cross Liabilities
- Motor Contingent Liability
- Defective Premises Act 1972
- Wrongful arrest
- Compensation for Court Attendance connected to a claim (up to £250 per day)
- Additional persons insured
- Worldwide Personal Liability
- Contractors Contingent Liability
- Contractual Liability
- Health & Safety at Work Act 1974
- Data Protection Act 1998.

#### Exclusions specific to this section

- Ownership of buildings not insured under Section 1 – The Structure
- Ownership of land unless we have agreed to provide cover
- Excluding manual work away from premises (other than collection or delivery)
- **Injury or damage** arising from any mechanically propelled vehicle or any vessel made to float on, in or travel through water, air or space
- Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given
- Goods which you supply, install, erect, repair or treat
- Cost of rectifying or replacing defective work
- Pollution or contamination other than caused by a sudden identifiable and unintended and unexpected incident
- **Damage** to anything supplied, installed or erected by you if such **damage** is attributable to any defect therein.

## Optional Cover

### Section 4 | Rent Receivable

#### Cover

Loss of:

- Rent
  - **Additional expenditure** and
  - Auditors or accountants charges
- Available on "Specified Contingencies" or an "All Risks" basis

#### Extensions included as standard (subject to certain limits)

- Boiler Explosion
- Prevention of Access
- Alternative Accommodation
- Loss of Book Debts
- Public Utilities
- Professional Accountants' Charges
- Automatic Rent Review – limit 100% increase
- Subrogation waiver against parent or subsidiary companies, tenants and lessees
- Sale of **Property** – **damage** subsequent to sale agreement.

#### Conditions specific to this section

- Reinstatement of **sum insured** following a loss
- Cessation of Trading
- First Financial Year
- Payment on Account
- Unoccupied **Buildings**

## Standard cover

### Section 5 | Glass and Sanitary Ware

#### Cover

- "All Risks" cover on **glass, sanitary ware** and shop front **glass** at the premises for which you are responsible.

#### Extensions included as standard (subject to certain limits)

- Reasonable cost of boarding up
- **Damage** to frames or framework following breakage of **glass**
- Removal/Replacement of fixtures to effect replacement of **glass**
- Replacement of foil lettering, painting of **glass**, etc.
- Accidental **damage** to goods following breakage of **glass** in display windows.

#### Exclusions specific to this section

#### Damages arising out of:

- Fire, lightning or explosion
- Removal or installation or repairs or alterations carried out at the premises
- Theft unless theft is covered under Section 1 or 2
- **Damage** in any portion of vacant or disused buildings.

## Optional cover

### Section 6 | Employers Liability

#### Cover

- Employers Liability, indemnity limit up to £10 Million (inclusive of legal costs) unless otherwise shown on the certificate.

#### Extensions included as standard (subject to certain limits)

- Cross Liabilities
- Health & Safety at Work Act 1974
- Compensation for Court Attendance connected to a claim (up to £250 per day)
- Unsatisfied Court Judgements
- Additional Persons Insured
- Injuries to Working Partners.

#### Conditions specific to this section

- Law Applicable – UK, Channel Islands and Isle of Man

#### Exclusions specific to this section

- Liability for which compulsory insurance or security is required by any road traffic legislation.

## Optional cover

### Section 7 | Personal Accident

#### Cover

Cover for named people suffering bodily **injury** resulting in:

- Death
- Loss of limbs or sight
- Permanent total disablement
- Temporary total disablement

Up to the benefits for each item shown on the **certificate**.

#### Conditions specific to this section

- Change in circumstances

#### Exclusions specific to this section

- Flying other than as passenger on a bona fide airline
- Winter sports and other hazardous pursuits
- Illness or disease or gradually operating cause
- Influence of alcohol or nonprescribed drugs
- Self-injury, provoked assault, fighting or wilful exposure to needless peril.

## Policy Extensions

### Extension 1 | Equipment Breakdown

#### Cover

- Equipment **Breakdown**.

#### Extensions included as standard (subject to certain limits)

- Contamination by a **hazardous substance** - up to £10,000 in any one **period of insurance**
- **Computer equipment** - up to £250,000 any one **accident**
- Costs incurred in reinstating data - up to £25,000 in any one **period of insurance**
- Reasonable costs incurred to minimise or prevent interruptions to computer operations - up to £25,000 in any one **period of insurance**
- Loss of gross income caused by an **accident to covered equipment** - up to £30,000 in any one **period of insurance**
- **Perishable goods** - up to £15,000 for frozen and chilled foodstuffs and up to £5,000 for any other perishable good any one **accident**
- Expediting expenses - up to £20,000 any one **accident**
- Increase in loss due to public authority, ordinance or law in force at that time
- Cost of hire charges for hiring a substitute item during the period of repair - up to £5,000 in any one **period of insurance**
- Loss caused by an **accident** to storage tanks or water tanks - up to £7,500 any one **accident**
- Reasonable costs incurred to take exceptional measures to prevent or mitigate impending **damage** to the **covered equipment** - up to £5,000 in any one **period of insurance**
- Loss to **property** resulting from **explosion** of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel - up to £1,000,000 any one **accident**.

#### Conditions specific to this section

- Precautions
- Back up records
- **Excess**.

#### Exclusions specific to this section

- **Damage** to any **computer equipment** which is recoverable under any maintenance agreement, warranty or guarantee, or which would be recoverable but for breach of **your** obligations under the agreement.
- Loss resulting from the delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media**
- **Damage** caused by or resulting from a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, an insulation **breakdown** of any type of electrical equipment or defect, virus, loss of data within **media** or depletion, deterioration, corrosion, erosion, wear and tear or any gradually developing condition.

## General Conditions that apply to the whole of the policy

- Observance of conditions
- Cancellation
- Protections
- Changes to **your** cover
- **Policy** voidable for nondisclosure
- Unoccupancy
- Interest clause
- No Claim Discount
- Reasonable precautions
- Choice of Law
- Fire extinguishing appliances
- Change of risk
- Instalments
- Contracts (Rights of Third Parties) Act 1999
- **Index linking**
- Basis of Claims Settlement – reinstatement
- **Excess** – as per **certificate**
- Flat Roof Condition
- Maintenance
- Tree Pruning
- More than One **Private Dwelling**.

## Exclusions that apply to the whole of the policy

- Various exclusions apply to **vacant or disused premises**
- Malicious **damage** and theft or attempted theft by **employees**, tenants and other persons lawfully in the **premises**
- **Damage** caused by storm or flood resulting from frost, subsidence, ground heave or landslip or attributable solely to changes in the water table level
- **Damage** due to the breakage or collapse of aerials, satellite dishes or falling trees unless caused by lopping, pruning or felling of trees
- **Damage** to any particular piece of equipment or appliance by self ignition, short circuit excess pressure etc unless more specifically insured under the **Policy** Extensions

- Illegal Deliberate and Criminal Activities
- Consequential Loss

#### All Risks Extension applies for either the Structure or Contents (the certificate will show if this applies), then the following additional exclusions will apply:

##### Damage caused by:

- Wear and tear, the action of light and atmosphere
- Moth, vermin or insects
- Any process of cleaning, dyeing, restoring or repairing
- Subsidence, landslip or ground heave
- Corrosion, wet or dry rot, marring or scratching
- Inherent vice, latent defect, gradual deterioration
- Faulty or defective workmanship
- Maintenance, redecoration or repair costs

#### If subsidence, ground heave and landslip endorsement applies (the certificate will show if this applies), then the following additional exclusions will apply:

- **Damage** caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured **building**
- **Damage** which originated prior to inception of cover
- **Damage** resulting from demolition, construction, structural alteration or repair of any **property** at the same **premises**
- **Damage** resulting from groundworks or excavation at the same **premises**

##### Damage caused by:

- The normal settlement or bedding down of new structures
- The settlement or movement of made-up ground
- Coastal or river erosion
- Defective design or workmanship or the use of defective materials
- Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.

## Further Information

#### Other features

Instalment payment method available in most cases

24 hour business assistance services

Free telephone helpline services available 24 hours a day, 7 days a week for:

- Legal advice on any **business** problem including employment, tax, contract disputes
- Emergency Assistance – rapid response from reputable local contractors to deal with any sort of emergency on **your premises**, including burst pipes, drainage problems, gas, electricity failures, serious roof **damage**. **You** will be responsible for all call out or repair charges.
- **Glass** replacement and locksmith services – rapid call outs for glazing or door and window security problems.
- Stress Counselling – A confidential telephone service for **employees** and their family
- Health and Medical Assistance concerning, nutrition, sports injuries, giving up smoking etc.

#### Your right to cancel

If this cover does not meet **your** requirements, please return all **your** documents and any **certificate** to the broker, intermediary or agent who arranged the **policy** within 14 days of inception. **We** will return any premium paid in accordance with the General Condition – Cancellation, which can be found in the **policy** wording.

#### Termination

If **you** wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the **policy**. Any return of premium will be made in accordance with the General Condition – Cancellation, which can be found in the **policy** wording.

#### Instalments – Consumer Credit Agreement

If **you** have chosen to pay by Direct Debit instalments please read the Terms and Conditions of any Consumer Credit Agreement **you** have signed. Failure to comply with the Terms and Conditions of any Consumer Credit Agreement may affect **your policy** coverage.

#### How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the **policy**. Please quote **your policy** number.

#### How to complain

If **you** have an enquiry or complaint arising from **your policy**, please contact the broker, agent or RGA Underwriting Limited who arranged the **policy** for **you**. If the broker, agent or RGA Underwriting Limited are unable to resolve **your** complaint or it is regarding the terms and conditions of the **policy** they will refer it to NIG. If **your** complaint is still outstanding **you** can write to NIG direct at the following address, quoting **your policy** number. The Chief Executive, NIG, NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP. Once **you** receive a written response and if **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their address is: South Quay Plaza, 183 Marsh Wall, London, E14 9SR, **You** can telephone for free on 08000 234 567 or on 0300 123 9 123 or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr), or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fsccs.org.uk](http://www.fsccs.org.uk).

For further details about this cover, please contact the Quoteline on **0208 847 8000** or Freephone **0800 294 4522**.

Alternatively you can buy online at [www.discountinsurance.co.uk](http://www.discountinsurance.co.uk)

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