



Property Owners...created

Summary of Cover

Policy Summary

This is a short guide to our Property Owners contract. This document does not form part of an insurance contract. You can find full terms and conditions of the cover in the relevant section of the policy wording.

Insurance Provider

This insurance is underwritten by the following Insurers and is administered by Origin UW Limited:-

Legal Expenses Section – AmTrust Europe Ltd
All other Sections – Ageas Insurance Limited

Type of Insurance

The Property Owners...created Policy is designed to cover the assets, earnings and legal liabilities of your Business. It provides a wide range of covers with the flexibility to select those that meet your needs.

Policy Term

The duration of the Policy is 12 months from cover inception date or as detailed in your Policy Schedule.

PROPERTY SECTION

Cover

This section covers accidental loss or damage from any cause not excluded to specified property at the premises

Principal Extensions / Standard limits for certain items of Property Insured

Limits

Removal of Debris	£5,000 any one loss
Locks and Keys	£5,000 any one loss
Septic Tanks and Underground Services	£25,000 any one loss
Alarm resetting and Extinguishment Expenses	£10,000 any one loss
Metered Water & Gas	£25,000 any one loss
Clearing of Drains	£10,000 any one loss
Landscaping	£10,000 any one loss
Trace & Access	£25,000 in the aggregate
Contents of Common Parts	5% of the Buildings Sum Insured or £10,000 whichever is the lesser (£5,000 for property temporarily removed)
Unauthorised Use of Utilities	£25,000 any one loss
Automatic Reinstatement of Sum Insured	
Purchasers Interest	
Workmen employed to effect repairs and general maintenance	
Capital Additions	10% of the Sum Insured subject to a maximum of £250,000
Emergency Access	£5,000 any one period of insurance
Removal of Wasp or Bee Nests	£500 any one loss / £2,500 in the aggregate
Fly Tipping	£2,500 any one loss / £15,000 in the aggregate
Tree Felling and Lopping	£1,000 any one loss / £2,500 in the aggregate
Alternative Residential Accommodation	Up to 20% of the Building Sum Insured / payable up to 24 months

Principal Exclusions

<ul style="list-style-type: none"> • faulty or defective designs or materials • inherent vice, latent defect, gradual deterioration • wear and tear or frost • faulty or defective workmanship • operational error or lack of maintenance • bursting of boilers due to steam pressure • corrosion, rust, wet or dry rot, shrinkage, evaporation • loss of weight, dampness, dryness, mould or toxic mould • marring, scratching, vermin or insects • change in temperature, colour, flavour, texture or finish • joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers • mechanical or electrical breakdown or derangement • theft or attempted theft from the open or any outbuilding, vehicle, trailer • subsidence, ground heave or landslide 	<ul style="list-style-type: none"> • normal settlement or bedding down of new structures • disappearance, unexplained or inventory shortage, misfiling or misplacing of information • damage caused by contractors on the premises • damage by wind, rain, hail, sleet, snow, flood or dust to any moveable property in the open or fences and gates • damage to any building or structure resulting in its own collapse or cracking unless as a result of a defined peril • damage to property insured by fire caused by its undergoing any process involving the application of heat • damage to property insured resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair unless caused by a defined peril • damage to glass shop fronts or signs, breakage of bulbs or tubes, glass in any glasshouse, conservatory or cold-frame 	<ul style="list-style-type: none"> • damage to vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft • damage to structures in the course of construction or erection • damage to land, pavements, piers, jetties, bridges, culverts or excavations • damage to livestock, growing crops or trees • damage to jewellery, precious stones or metals, bullion, furs, curiosities, works of art or rare books • damage to unoccupied buildings • damage to computer equipment • direct or indirect consequential loss (unless specifically insured) • the excess as stated in the schedule
--	---	---

BUSINESS INTERRUPTION SECTION

Cover

This section covers loss of gross rent during the indemnity period provided that payment has been made or liability has been admitted for the damage to the property under an insurance covering the interest of the Insured

Principal Extensions

Limits

Defective Sanitation	£25,000 any one loss
Prevention of Access	£100,000 any one loss
Failure of Public Utilities	£25,000 any one loss
Managing Agents	£25,000 any one loss
Loss of Attraction	10% of Sum Insured or £100,000

Principal Exclusions

- Losses excluded under any property insurance

EQUIPMENT BREAKDOWN SECTION

Cover

This section covers direct physical loss or damage and any specified consequential loss from an accident to covered equipment owned by you or for which you are responsible subject to a maximum liability of £5,000,000 for any one accident. Within this amount the liability of the Insurer shall not exceed

- a) £500,000 for any one accident to computer equipment whilst at the premises specified in the schedule
- b) £5,000 for any one accident to portable computer equipment anywhere in the world

This cover will apply only where the Property All Risks and Business Interruption Sections of the policy are shown as effective in the schedule for the current period of insurance

Principal Extensions

Limits

Hazardous Substances	£10,000 any one accident
Reinstatement of Data	£50,000 any one accident
Computer Increased Costs of Working	£50,000 any one accident
Business Interruption	£100,000 in any one period of insurance
Public Relations Costs	£25,000 any one accident
Expediting Expenses	£20,000 any one accident
Hire of Substitute Item	£10,000 any one accident
Storage Tanks and Loss of Contents	£10,000 any one accident
Damage to Own Surrounding Property	£1,000,000 any one accident
Additional Access Costs	£20,000 any one accident
Debris Removal	£25,000 any one accident
Repair Costs Investigation	£25,000 any one accident
Energy Efficiency Improvements	£25,000 any one accident

Principal Exclusions

- Loss or damage caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
- loss or damage to data or media of any kind caused by
 - a) programming error or programming limitation
 - b) virus
 - c) introduction of malicious code
 - d) loss of data (other than as specifically provided for under Extension 2A Reinstatement of Data)
 - e) loss of access
 - f) loss of use
 - g) loss of functionality
- loss or damage caused by
 - a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance

but if loss or damage from an accident results the Insurer will be liable for that resulting loss or damage
- loss or damage recoverable under any maintenance agreement or any warranty or guarantee
- loss or damage caused by the deliberate act of a service provider to restrict or withhold the provisions of any services
- the excess as stated in the schedule

EMPLOYERS' LIABILITY SECTION

Cover

This section covers you against all sums which you become legally liable to pay as damages and claimants costs and expenses in respect of accidental injury sustained by a director or any of your employees arising out of and in the course of employment by you within the territorial limits and resulting directly from the business during the period of insurance

The maximum Limit of Indemnity is £10,000,000 in respect of any one occurrence or all occurrences of a series consequent on, or attributable to one original cause or source other than arising out of an act of terrorism

In respect to an act of terrorism the maximum limit of indemnity is £5,000,000 in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

Principal Extensions

Limits

Health and Safety at Work – Legal Defence Costs Unsatisfied Court Judgments Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs Compensation for Court Attendance Temporary Work Overseas	£1,000,000 in any one period of insurance £500 per day for you or any of your partners or directors £250 per day for any of your employees
---	--

Principal Exclusions

- injury involving motor vehicles in circumstances where any road traffic legislation requires insurance or security
- liability caused by or arising from any service or offshore

PROPERTY OWNERS LIABILITY SECTION

Cover

This section covers the Insured against their legal liability to pay compensation and legal costs for accidental injury to third parties and accidental damage to their property occurring within the territorial limits in connection with the ownership of the property insured during the period of insurance

The Insured may select either £1 Million, £2 Million, £5 Million or £10 Million Limit of Indemnity subject to any restrictions as shown in the policy wording

The maximum liability of the Insurer in respect of all indemnity payable under this section and extensions to this section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the limit of indemnity stated in schedule or in the policy wording

Principal Extensions

Limits

<ul style="list-style-type: none"> <li style="text-align: center;">Pollution or Contamination <li style="text-align: center;">Terrorism <li style="text-align: center;">Contingent Motor Liability <li style="text-align: center;">Cross Liabilities <li style="text-align: center;">Personal Data <li style="text-align: center;">Compensation for Court Attendance <li style="text-align: center;">Defective Premises Act 1972 <li style="text-align: center;">Movement of Obstructing Vehicles <li style="text-align: center;">Indemnity to Other Parties <li style="text-align: center;">Health and Safety at Work – Legal Defence Costs <li style="text-align: center;">Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs <li style="text-align: center;">Temporary Work Overseas <li style="text-align: center;">Overseas Personal Liability <li style="text-align: center;">Legionellosis 	<p>£2,000,000 or the property owners liability limit of indemnity stated in the schedule whichever is the lesser</p> <p>£500 per day for you or any of your partners or directors £250 per day for any of your Employees</p> <p>£1,000,000 in any one period of insurance</p>
---	---

Principal Exclusions

- liability for injury to any employee where such injury arises out of and in the course of employment by the Insured in the business
- damage to property in the Insureds' custody or control or owned by the Insured
- liability caused by arising from any services offshore
- all pollution or contamination in the United States of America, any territories within its jurisdiction or Canada
- pollution or contamination unless directly caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the period of insurance
- liability arising out of the ownership, possession or use by you or on your behalf of any motor vehicles, trailer or mechanical plant where compulsory insurance is required
- liability arising out of the ownership, possession or use by you or on your behalf of any aircraft or spacecraft, watercraft or hover craft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power under your control
- liability arising from any breach of professional duty
- liability assumed under contract or agreement which would not have arisen in the absence of such contract or agreement (unless otherwise insured)
- liability arising out of the inhalation or ingestion of asbestos, exposure to or fear of the consequences of exposure to asbestos, the presence of asbestos in any property or on land or the investigating managing removing controlling or remediation of asbestos
- any liability of whatsoever nature arising out of mould or toxic mould
- any liability arising out of defective workmanship
- any liability arising out of any site clearance
- any liability arising outside of the territorial limits other than as provided under Extension 10. Temporary Work Overseas and Extension 11. Overseas Personal Liability
- the excess as stated in the schedule

LEGAL EXPENSES SECTION

Cover

The Legal Expenses Section provides cover for your legal costs and expenses for the following

PART A – Property Insured

- Property – pursuing damage, nuisance or trespass claims
- Repossession of Residential Property – pursuit of a claim for repossession
- Commercial lease disputes – covers disputes with your business tenant
- Recovery of Rent Arrears – pursuit of a claim to recover rent arrears due to you
- Holiday Home Contract Disputes – covers disputes arising from a written agreement to let your holiday property and pursuing or defending your rights over the supply of goods and services

Part B - Business

- Employment Disputes, Compensation Awards – defending your legal rights in staffing matters
- Restrictive Covenants – pursuit and defence of a breach of a restrictive covenant
- Tax Protection – representation for tax investigations and compliance disputes
- Legal Defence – cover in the case of health and safety breaches and criminal investigations/prosecutions including motor-related prosecutions
- Compliance and Regulation – defending compliance for statutory notices and regulation issues
- Statutory Licence Appeals – an appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration
- Loss of Earnings – arising from an Employee's absence from work to attend court or whilst on jury service
- Employees' Extra Protection – defending individual Employees against allegations of unlawful discrimination
- Crisis Communication – damage control and reputation management if you face negative PR
- Legal/Tax Advice, Counselling and Crisis Communication Helplines

The Limit of Indemnity is £100,000 in respect of any one loss and £1,000,000 in the aggregate for Employment Compensation Awards during any one Period of Insurance

Principal Exclusions

- Legal costs and expenses before acceptance of the claim by ARAG plc
- events happening before or existing at the start of this Section
- allegations against you involving assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to crisis communication), the manufacture, dealing in or use of alcohol, illegal drugs, illegal immigration or money laundering offences
- defending a claim in respect of damages for Injury or loss or Damage to your property
- patents, copyright, passing-off trade or service marks, registered designs and confidential information
- disputes with any subsidiary, parent, associated or sister company or between shareholders or partners
- judicial reviews
- the payment of fines, penalties or compensation awarded against you (except employment or data protection compensation awards) or costs awarded against you by a court of criminal jurisdiction

TERRORISM SECTION

Cover

This section provides cover for property insured under the Property All Risks and Business Interruption Sections for damage occasioned by or happening through or in consequence of terrorism

GENERAL EXCLUSIONS AND LIMITATIONS

- War Risks
- Radioactive Contamination
- Aircraft or Aerial Devices
- Punitive Damages
- Pollution or Contamination
- Change in Water Table Level
- Consequential Loss or Damage
- Electronic Risks
- Date Recognition
- Northern Ireland
- Terrorism
- Sanctions
- General Condition 20 Notice of Unoccupancy or Occupancy
- General Condition 21 Unoccupied Buildings or Units
- General Condition 22 Change in Risk

Cancellation

During the first period of insurance, you have the right to cancel the policy within 14 days of receipt of the policy wording and schedule, or the inception date of the policy whichever is the later, by writing to us or alternatively by contacting your insurance agent to confirm cancellation. Cancellation will take effect from the date that your cancellation instructions are received. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim. We will only deal with claims occurring during the period commencing on or after inception up to the cancellation of the policy. You may cancel the policy at any other time by writing to us or alternatively by contacting your insurance agent to confirm cancellation. Please refer to page 13 of the policy wording for full details of the cancellation procedure.

How to make a claim

If you need to make a claim under the Legal Expenses Section of your policy, please call the claims helpline on **0117 917 1698**. Lines are open from 9am to 5pm Monday to Friday (except bank holidays). Our experienced and friendly staff will take your details and send you a claim form to be completed. Once you have notified us of your claim in writing we will immediately pass details of the claim to one of our panel of specialist solicitors who will advise you of the best course of action and represent you in any subsequent legal proceedings, if appropriate.

If you need to make any other type of claim, please contact our commercial claims department on 0345 122 3283. The line is open 24 hours a day, 365 days a year. Alternatively, you can write to us at the address shown under the How to make a claim section of your policy wording. Please refer to page 3 of the policy wording for full details.

How to make a complaint

Should there ever be an occasion where you need to complain, we will do our best to address this as quickly and fairly as possible.

We will try to resolve your complaint as quickly as we can. If we are unable to do this, we will:

- write to you to acknowledge your complaint
- let you know when you can expect to receive a full response
- let you know who is dealing with the matter.

In most instances we will be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we will provide you with a full written response to your complaint within eight weeks of notification.

If your complaint is about the way this policy was sold to you please contact your insurance agent to report your complaint

If your complaint is in respect of the Legal Expenses Section of your Policy please contact ARAG Plc on **01179 171 561** or email them at customerrelations@arag.co.uk

If you have a complaint regarding your claim please telephone the claims handler on the number shown in your claims documentation

For any other type of complaint you can write to us at the address shown below or email us through our website at www.originuw.com (please include your policy number and claim number if appropriate)

The Managing Director Origin UW Limited First Floor 20 Mount Ephraim Road Tunbridge Wells Kent TN11 1ED

What to do if you are not happy with our response

In the unlikely event that we have not responded to your complaint within eight weeks, or you are not happy with our final response, you may be eligible to refer your complaint to the Financial Ombudsman Service but you must do so within six months of the date of our response.

The Ombudsman is an impartial complaints service which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively, you can write to them at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

By email: **complaint.info@financial-ombudsman.org.uk**

Please note that if you do not refer your complaint within the six months, the Ombudsman won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Financial Services Compensation Scheme

Should the Insurers be unable to meet their liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your organisation 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**.

ORIGIN UW LIMITED

Registered Office:

First Floor
20 Mount Ephraim Road
Tunbridge Wells
Kent
TN1 1ED

Origin UW Limited is Registered in England and Wales No 08650779