



Product Summary

This document provides a summary of cover for the Commercial Landlords Insurance Policy

Commercial Landlords Insurance Policy

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

The Commercial Landlords Insurance **policy** is underwritten by Royal and Sun Alliance Insurance Ltd, an Insurance Undertaking, and will run for 12 months or as shown on the **certificate**. Full details of any endorsements or **excesses** or limits that may apply will be shown in **your policy certificate** and **policy** wording. Please refer to **your policy certificate** for full details of the sections **you** are covered for. Subsidence cover is available as an option in most cases.

Fair presentation of Risk:

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy. This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- Within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- By any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the **period of insurance** please provide full details to the broker, intermediary or agent acting on your behalf.

Optional Cover

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.
- Flat Roof Condition
- Seventy Two Hour Provision

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**.
- Flat Roof Condition
- Seventy Two Hour Provision

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**.

Territorial Limits:

This Section shall apply in respect of liability incurred:

- Great Britain Northern Ireland the Isle of Man or the Channel Islands
- Elsewhere in the world for visits in connection with the business undertaken by you or any of your directors or employees normally resident in (a) above, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

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
- General Data Protection Regulation 2016/679.

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**.

Territorial Limits:

- Great Britain Northern Ireland the Isle of Man or the Channel Islands
- Elsewhere in the world for visits in connection with the business undertaken by you or any of your directors or employees normally resident in (a) above, in respect of the performance of non-manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.

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** where Additional Condition - Back Up Records not complied with.

- **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, or depletion, deterioration, corrosion, erosion, wear and tear or any gradually developing condition, or any condition which can be corrected by resetting, calibration, adjustment, cleaning or maintenance
- Any damage or loss of any kind caused by a **cyber event** or any malfunction resulting therefrom
- Damage to data or **media** caused by or resulting from programming error/limitation, loss of data, loss of access, loss of use or loss of functionality
- Any claim, cost or loss caused by or resulting from the Insured's decision to stop trading, or the decision of a Service Provider to cease or restrict either trade or services
- Excess

General Conditions that apply to the whole of the policy

- Observance of conditions
- Cancellation
- Fair Presentation of Risk
- Changes to **your** cover
- Unoccupancy
- Interest clause
- No Claim Discount
- Reasonable precautions
- Choice of Law
- Fire extinguishing appliances
- Change of Risk or Interest
- Instalments
- Contracts (Rights of Third Parties) Act 1999
- Maintenance
- Tree Pruning
- More than One **Private Dwelling**.
- Protections

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

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 (unless specifically insured)
 - 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
 - Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
- 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

Claims Conditions

- Conditions Precedent
- Making a Claim
- Control of Claim
- Fraudulent Claims
- Other Insurances
- Arbitration
- Excesses
- Subrogation

General Exclusions

- Radioactive Contamination
- War Government Action and Terrorism
- Pollution and Contamination
- Data Recognition
- Cyber
- Illegal Deliberate and Criminal Activities
- Consequential Loss
- Sonic Bangs

Further Information

Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

24 hour business assistance services

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

- Business Legal Advice Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as: Employment, Prosecution, Landlord and tenant disputes, VAT, Contract disputes. Please note that advice on motoring matters is not available. Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:
 - England Scotland Wales and Northern Ireland;
 - The Channel Islands and the Isle of Man;
 - Any other member country of the European Union;
 - Switzerland and Norway
- 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 receipt. **We** will return any premium paid in accordance with the General Condition – Cancellation.

Cancellation

If **you** wish to cancel 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.

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 Discount Insurance who arranged the **policy** for **you**.

If the broker, agent or Discount Insurance are unable to resolve **your** complaint or it is regarding the terms and conditions of the **policy** they will refer it to NIG.

Product Summary

If **your** complaint is still outstanding **you** can write to NIG direct at the following address, quoting **your policy** number.

RSA Customer Relations Team,
P O Box 255,
Wymondham
NR18 8DP.
Email: crt.halifax@uk.rsagroup.com.

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:
The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

You can telephone for free on 0800 023 4567 and 0300 123 9123 or e-mail: complaint.info@financial-ombudsman.org.uk.

Details about our Regulator

NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at 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/pru, or the Prudential Regulation Authority can be contacted on 020 7601 4878.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet all our 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.fscs.org.uk.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainsurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

For further details about this cover, please contact on **0208 587 1060**.

Alternatively you can buy online at www.rentguard.co.uk

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