

## **Property Owners Policy Summary**

### **IMPORTANT**

This document is a policy summary for information only and does **not** contain the full terms and conditions of the insurance contract. The full terms and conditions of the insurance contract may be found in the policy wording, a specimen copy of which is available on request.

**Type of Insurance** – This policy is intended to provide cover for property, loss of rent and legal liability for property owners.

The insurance outlined in this summary is underwritten by **Groupama Insurance Company Limited**

**Significant Features & Benefits** (the headings in bold below refer to the sections contained in the policy wording)

This insurance only relates to the benefits of the insurance which you request and we agree to insure.

**Section 1 – Material Damage** provides cover for buildings and landlords contents

Buildings cover includes such items as landlords' fixtures and fittings, outbuildings, walls, gates and fences, drains, sewers, yards, car parks, fixed glass, swimming pools, hard tennis courts, aerials

Landlords Contents cover includes such items as carpets, furnishings, trees and shrubs, garden furniture, security equipment

Cover under this section also includes:

Removal of debris, demolishing, shoring up of buildings

Architects and surveyors fees

Alternative accommodation (up to 20% of the buildings sum insured for the property damaged)

Clearing drains following damage to buildings (up to £1,000)

Additional costs to comply with EU and public authority requirements

Fire extinguishment and alarm resetting expenses (up to £25,000)

Damage to gardens by emergency services (up to £25,000)

The cost of metered water, gas or oil (up to £5,000)

Removal of wasp and bee nests (up to £500)

Replacement locks following the theft of keys (up to £2,500)

Replanting of trees, shrubs, plants and turf (up to £25,000)

Temporary removal of landlords contents for cleaning, renovation or repair purposes

Costs incurred in locating the source of any escape of water (up to £25,000)

Tree felling and lopping (up to £5,000)

Unauthorised use of electricity, gas, oil or water (up to £2,500)

**Section 2 – Loss of Rent** provides cover for loss of rent as a result of damage to the property

Cover under this section also includes:

Costs incurred in re-letting the property

Notifiable diseases or the discovery of vermin or pests at the property (up to £250,000)

Loss of attraction to tenants following damage to property in the vicinity of the premises (up to 5% of the rent sum insured)

Loss of investment income due to late payment of rent as a result of damage to property

Loss of rent following damage to managing agent's premises

Prevention of access

Public utilities

Professional accountants and legal fees

**Section 3 – Liability to Others** provides cover for sums which you become legally liable to pay as a result of accidental injury to any person (including employees) or accidental damage to their property

Cover under this section also includes:

Trespass, nuisance or interference with any right of way, light, air or water

Legal costs and other expenses recoverable by claimants or incurred in defending a claim

Representation at any Coroner's Inquest or Fatal Enquiry

Compensation for court attendance by directors, partners or employees

Legal costs for the defence of proceedings arising out of the Health and Safety at Work Act, Consumer Protection Act and Food Safety Act

Contingent motor liability for use of an employee's motor vehicle in connection with the business

Data Protection Act

Defective Premises Act

Personal liability overseas for directors or employees (plus accompanying family members) whilst on temporary business trips

Private work carried out by employees for any director

### **General Conditions**

**The following conditions apply to the whole of this insurance (please see page 9 of the policy)**

Unoccupied Buildings

### **Excess levels**

**The following excess levels apply (please see page 8 of the policy)**

You will be responsible for the first

£1,000 of each claim caused by subsidence

£2,500 of each claim caused by malicious damage by persons lawfully on the premises (e.g. tenants)

£100 of every other claim for buildings or landlords contents by any other cause except fire, lightning, explosion, earthquake, aircraft, riot, or escape of water from a sprinkler installation

£250 for legal liability arising out of damage to the property of third parties

### **Significant Exclusions**

**The following exclusions apply to the whole of this insurance (please see pages 10 & 11 of the policy)**

Radioactive Contamination

Sonic Bangs

War

Electronic Risk

Terrorism (unless purchased separately for Sections 1 and 2)

**The following exclusions apply to the buildings and landlord's contents sections (please see pages 18 & 19)**

Storm or flood damage to moveable property in the open, gates, fences or posts

Changes in the water table level

Wear and tear, frost, rot, dampness, corrosion, rust

Property in the course of construction

Theft caused by any person lawfully on the premises

**The following exclusions apply to the liability to others section (please see pages 31 & 32)**

Pollution and contamination unless sudden and unexpected

Fines and penalties

Contractual liability other than attaching under common law provisions

Professional design advice or specification

Use or handling of asbestos

### **Duration**

The policy will be valid for one calendar year from the start date.

### **Cancellation**

We may cancel this insurance by giving seven days notice in writing to the insurance intermediary who arranged this insurance in which event you will be entitled to receive a pro rata return of premium for the unexpired Period of Insurance. Notice will be deemed to be duly received through the post if sent by pre-paid letter post properly addressed.

You may also cancel this insurance at any time by writing to the insurance intermediary who arranged the insurance, and the premium will be adjusted on the basis of us receiving or retaining the appropriate short term premium.

### **Cooling Off Period – applicable to Retail Customers only**

You may cancel this insurance at any time within 14 days of receipt of the Policy by notifying your insurance intermediary or us and, provided you have not made a claim, you will receive a full refund of your premium.

A Retail Customer is a policyholder or potential policyholder acting outside their trade or business or profession.

### **Claims**

All claims should immediately be notified to your intermediary.

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### **Complaints**

Our aim is to provide an efficient service. If you feel that we have not succeeded in this aim, please refer in the first instance to your intermediary.

Alternatively, you may address your complaint to Groupama Insurances using the numbers and addresses detailed below:

#### **Claims**

Commercial Insurances Claims Centre Manager  
Commercial Claims Centre  
Third Floor Building One  
Imperial Place  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JN

Telephone 0870 600 2123  
Fax 0870 600 2102

email: [smeclaims@groupama.co.uk](mailto:smeclaims@groupama.co.uk)

In the event that Groupama is unable to resolve your complaint it may be possible for you to refer the matter to the Financial Ombudsman Service.

#### **Policy Administration and Documentation**

Schemes Unit  
Groupama House  
24-26 Minories  
London  
EC3N 1DE

Telephone 0870 850 8510  
Fax 020 7264 2880

email: [underwritingcustomerservice@groupama.co.uk](mailto:underwritingcustomerservice@groupama.co.uk)

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### **Applicable Compensation Schemes**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from:

Financial Services Compensation Scheme  
7<sup>th</sup> Floor, Lloyd's Chambers  
Portsoken Street  
London, EC1 8BN

And via their website [www.fscs.org.uk](http://www.fscs.org.uk)

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### **Law Governing the Policy**

This contract is subject to English Law unless otherwise stated