

1st Sure Flats Prospectus



1st Sure Flats

The 1st Sure Flats Insurance Policy is designed to cover the assets, earnings and the legal liabilities of your business. It is insured by Covea Insurance plc for all sections.

This document is a summary of the insurance cover provided by the Policy and, as such, it does not contain the full terms and conditions of your insurance coverage. Some of the covers will only apply if you have chosen to take the option selected. You can find the full terms and conditions of 1st Sure Flats Insurance Policy in the policy document, a copy of which is available on request.

Please take time to read it and make sure you understand the cover it provides.

This summary is provided to you for information purposes only and does not form part of your insurance contract.

Quality underwriting

We have chosen to partner with 1st Sure Flats as specialists in this market, whose technical expertise has enabled us to understand how to protect the risks faced by you and your organisation and to provide a flexible solution, focused on the needs of your organisation.

Quality claims service

Our skilled and dedicated claims team will ensure that if you need to make a claim it will receive priority attention with a nominated claims handler who will manage the whole claim promptly and fairly. We will work with you to understand your needs and we will provide you with the most appropriate solution, which may involve the appointment of one of our selected loss adjusters, to ensure that your organisation is trading again quickly. We guarantee to let you have payment of your claim promptly once settlement is agreed.

BIBA

Both Covéa Insurance and 1st Sure Flats enjoy Partner Membership with the British Insurance Brokers' Association (BIBA) who are the UK's leading general insurance organisation representing the interests of the insurance broker, intermediaries and their customers.

Confidentiality

We promise complete confidentiality and security in all matters relating to your insurance arrangements, which will be handled by a skilled underwriter nominated to look after your needs.

Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions. If you wish to change anything or if there is anything you do not understand please notify your insurance adviser

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Versatile Protection and a Flexible Corporate Insurance Solution

At Covéa Insurance we recognise the individuality of your business and your commercial insurance needs and therefore we are able to offer you the option to purchase the following covers, creating a single policy solution

This policy will provide the following covers as standard:

- **Property Damage**
- **Public Liability**
- **Communal and Landlords Contents**
- **Employers' Liability**

The following optional covers are also available. Your schedule will show if you have selected them:

- **Terrorism**

All Risks Cover as Standard

Property Damage and Business Interruption covers are not restricted to loss or damage at your business being attributed to specified events but covers *any* fortuitous loss or damage that is not specifically excluded.

This document is a summary of the insurance cover provided by the 1st Sure Flats Policy and, as such, it does not contain the full terms and conditions of your insurance coverage. You can find the full terms and conditions of the 1st Sure Flats product in the policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

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Property Damage - Buildings

Covers your buildings and landlords fixtures and fittings at your premises.

Significant Features and Benefits	Significant Exclusions and Limitations	Policy Page no.
<p>A The Buildings All risks cover on your buildings and landlords fixtures and fittings at your premises.</p>	<ul style="list-style-type: none"> • frost damage • damage attributable solely to a change in the water table level • damage caused by storm and flood to fences gates and hedges • in respect of each occurrence an excess of £500 in addition to the excess shown in the schedule for damage to the block of flats or to any flat occurring when it has been left insufficiently furnished for normal habitation for more than 30 days, following: <ol style="list-style-type: none"> 1. escape of water 2. freezing of water in tanks apparatus or pipes 3. theft or attempted theft 4. riot civil commotion strikers or persons taking part in labour and political disturbances 5. malicious persons or vandals • damage following: <ol style="list-style-type: none"> 1. theft or attempted theft 2. riot civil commotion strikers or persons taking part in labour and political disturbances 3. malicious persons or vandals caused by you any member of your family or any of your directors or employees or any occupier to the flat in which they reside. • the first £1,000 of any amount payable in respect of subsidence • damage caused by subsidence: <ol style="list-style-type: none"> 1. if any of the property has to your reasonable knowledge previously suffered damage by subsidence heave or landslip 2. due to coastal or river erosion 3. to solid floors caused by compaction of infill or the use of defective materials or faulty workmanship 4. consisting of normal settlement bedding down of new structures the settlement or movement of made-up ground or shrinkage or by subsidence of newly made-up ground 5. as a result of chemicals on or the reaction of chemicals with any materials which form part of the building(s) • damage arising from wear tear settlement or shrinkage wet or dry rot vermin insects fungus atmospheric climatic or weather conditions or any gradually operating cause • damage arising from the use of defective materials defective design or faulty workmanship • damage arising from any building work comprising of alterations renovations additions and repairs to the building • the cost of maintenance or normal redecoration • the excess 	<p>Page 20 to Page 21</p>
<p>The following additional covers are included up to the sum insured unless otherwise stated:</p>		
<p>Professional fees</p>	<p>fees you incur when preparing any claim</p>	<p>Page 21</p>
<p>Debris removal costs</p>		<p>Page 21</p>

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Significant Features and Benefits	Significant Exclusions and Limitations	Policy Page no.
Cleaning drains	Maximum amount payable £5,000	Page 21
Capital additions	Maximum amount payable £500,000	Page 21
B Loss of rent cost of alternative accommodation and prevention of access Loss of rent cost of alternative accommodation and prevention of access	Maximum amount payable is 33.3% of the building sum insured. Excludes loss arising from obstruction by snow rain or flood water	Page 22
Emergency Accommodation for Tenants of Lessees	up to 7 night's residential accommodation	Page 22
Unlawful Occupation	<ul style="list-style-type: none"> loss arising from any cause within your control loss as a result of physical loss or destruction of or damage to property loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear any incident involving prevention or hindrance of access to or use of the premises of less than 24 consecutive hours duration. 	Page 22
C Damage to Services		Page 23
D Breakage of fixed glass and sanitary fixtures	Breakage in respect of the buildings or flat when it is unoccupied.	Page 23
E Trace and access and damage to drains	Costs or expenses incurred where damage results solely from a change in the water table level are excluded Maximum amount payable £50,000	Page 23
F Replacement of locks	Maximum amount payable £2,500	Page 23
G Damage to Grounds including damage by emergency services	The cost of moving soil other than as necessary for surface preparation, the failure of trees, shrubs, plants or turf to become established, the failure of seeds to germinate and) damage caused by disease, infection or application of chemicals are all excluded. Maximum amount payable £25,000	Page 23
H Tree Felling and Lopping	Maximum amount payable £500 for any one claim and £2,500 in any one period of insurance. Excludes legal or local authority costs involved in removing trees and costs solely incurred to comply with a preservation order.	Page 23
I Bees' and/or Wasps' Nests Removal	Maximum amount payable £5,000	Page 24
J Fly Tipping	Maximum amount payable £10,000	Page 24
K Loss of Metered Utilities	Maximum amount payable £25,000	Page 24
L Transfer of Interest		Page 24
M European Union and Public Authorities including Undamaged Property	Cover is excluded where notice was served before the damage occurred, where an existing requirement must be completed within a stipulated period and where any building or contents have not suffered damage. Any charge or assessment arising from capital appreciation following compliance with any legislation or Bye-Law is also excluded.	Page 24
N Non-invalidation		Page 25
O Contract Works	Excludes cover where a more specific insurance policy is in force and the first £500 of any claim for each separate contract in respect of Theft or Malicious Damage.	Page 25
P Workmen		Page 25

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Q Index linking		Page 25
R Day One		Page 25
S Value added tax		Page 26
T Munitions of War		Page 26
U Joint Insured		Page 26

Property Owners' Liability Section

Covers damages for which you are legally liable to pay in respect of accidental bodily injury to any person accidental loss or damage to material property or accidental obstruction, trespass nuisance or wrongful arrest arising from the ownership of the premises or in the course of the business or caused by your products.

Significant Features and Benefits	Significant Exclusions and Limitations	Policy Page no.
<p>A Property Owners' Liability All amounts which you become legally liable to pay as damages in respect of</p> <ul style="list-style-type: none"> accidental bodily injury to any person accidental loss or damage to material property accidental obstruction, trespass nuisance or wrongful arrest your legal liability under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 <p>arising from the ownership of the premises or in the course of the business or caused by your products. Up to the limit of indemnity stated in the schedule in respect of any one claim against you or series of claims against you arising out of one cause within the territorial limits</p>	<ul style="list-style-type: none"> Damages unless the action is brought in a court of law in a member state of the European Jurisdiction loss or destruction of or damage to property, bodily injury sustained by any person arising from the ownership, possession or use of : <ol style="list-style-type: none"> any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under the Contingent Motor Liability of this section loss or destruction of or damage to property owned by or leased, hired or rented to you property belonging to you or held in your care, custody or control legal liability under a contract unless liability would have attached in the absence of such contract liability arising from or caused by <ol style="list-style-type: none"> the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged loss or destruction of or damage to property, buildings or land caused by vibration or by the removal or weakening of support products other than food or drink sold or supplied for consumption by your directors, partners, employees or visitors loss or destruction of or damage to products or the cost of making good or recalling such products nor the cost of rectifying defective work loss or destruction of or damage to property which you or are working on fines, penalties or liquidated, punitive or exemplary damages liability arising directly or indirectly out of the execution of structural alterations structural repairs (other than the normal upkeep and normal making good) or redevelopment of the premises liability of any resident incurred solely as occupier 	Page 27

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	(not as owner) of the flat in which they reside <ul style="list-style-type: none"> the excess 	Page 27
The following additional covers are included up to the maximum amount payable unless otherwise stated:		
B Corporate Manslaughter and Corporate Homicide Act 2007		Page 27
C Contingent motor liability (non-owned vehicles)		Page 27
D Cross liabilities		Page 28
E General Data Protection Regulations	provides cover up to £1,000,000 or the maximum amount payable shown in the schedule whichever is the lower (excluding fines and data reinstatement) following a breach under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018	Page 28
F Defective Premises Act 1972		Page 28
G Health and Safety at Work etc. Act 1974		Page 28
H Indemnity to other persons		Page 28
I Indemnity to Principals		Page 29
J Legionella		Page 29
K Overseas Personal Liability		Page 29
L Work Overseas		Page 29

Communal and Landlords Contents

Covers furniture, carpets, furnishings, gardening equipment and all other property belonging to you or for which you are responsible in the common parts within the block of flats or in any individual furnished flat or situated at the location(s) stated in the schedule

Significant Features and Benefits	Significant Exclusions and Limitations	Policy Page no.
A Communal and Landlords Contents All risks cover on furniture, carpets, furnishings, gardening equipment and all other property belonging to you or for which you are responsible	<ul style="list-style-type: none"> smoke damage caused by any gradually operating cause damage attributable solely to a change in the water table level theft by deception unless deception is used solely as a means to gain entry damage following: <ul style="list-style-type: none"> theft or attempted theft riot civil commotion strikers or persons taking part in labour and political disturbances malicious persons or vandals caused by you any member of your family or any of your directors or employees or any occupier to the flat in which they reside. damage caused by subsidence due to coastal or river erosion damage arising from wear tear settlement or shrinkage wet or dry rot vermin insects fungus atmospheric climatic or weather conditions or any gradually operating cause damage arising from the use of defective materials defective design or faulty workmanship damage occurring in any part of the block of flats used for trade or business purposes 	Page 31

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	<ul style="list-style-type: none"> theft of landlords gardening equipment other than from a securely locked building maximum amount payable £25,000 in the common parts of flats and or apartments following any one claim maximum amount payable £5,000 in an individual flat for which you are responsible and do not reside in following any one claim maximum amount payable £1,000 for any one article in respect of televisions radios recording and audio equipment clocks, pictures works of art or curios following any one claim maximum amount payable £500 in respect of property in the open or in any garage or domestic outbuilding following any one claim maximum amount payable £10,000 for landlords gardening equipment following any one claim the excess 	Page 31
The following additional covers are included up to the sum insured unless otherwise stated:		Page 29
Debris removal costs		Page 29
B Damage to mirrors and glass		Page 31
C Temporary Removal for Cleaning or Renovation	Maximum amount payable £2,500	Page 31

Employers Liability Section

Complies with U.K. current legislation relating to compulsory insurance for legal liability for damages arising from injury to employees in connection with their employment.

Significant Features and Benefits	Significant Exclusions and Limitations	Policy Page no.
A Employers Liability All amounts which you become legally liable to pay as damages in respect of accidental body injury to any employee, up to a maximum amount payable of £10,000,000 in respect of any one claim or series of claims arising out of one cause.	<ul style="list-style-type: none"> Cover for acts of terrorism is limited to £5,000,000 	Page 33
The following additional covers are included up to the sum insured unless otherwise stated:		Page 33
B Additional Persons Insured		Page 33
C Corporate manslaughter		Page 33
D Court Attendance Costs	<ul style="list-style-type: none"> you and each director or partner £500 per day each employee £250 per day. 	Page 33
E Cross liabilities		Page 34
F Health and Safety at Work etc. Act 1974		Page 34
G Indemnity to other persons		Page 34
H Unsatisfied court judgements		Page 34
I Work Overseas		Page 34

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Terrorism Section (Optional Section)

Covers damage caused by an act of terrorism committed in England, Wales or Scotland to all of the property in those areas that you have insured under the Property Damage – Buildings and Communal and Landlords Contents sections of the policy, up to the sums insureds.

Significant Features and Benefits	Significant Exclusions and Limitations	Policy Page no.
<p>We will pay for Terrorism cover within Great Britain for Property Damage where insured by your policy</p>	<ul style="list-style-type: none"> • Riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power • damage or consequential loss caused by contributed to by or arising from or occasioned by or resulting from: <ul style="list-style-type: none"> a) damage to any computer system or b) any alteration, modification, distortion, erasure or corruption of data in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack. • loss, destruction or damage or business interruption in respect of: <ul style="list-style-type: none"> a) any nuclear Installation or nuclear reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such nuclear Installation or nuclear reactor b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes <ul style="list-style-type: none"> Other than: <ul style="list-style-type: none"> i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20% c) bankers blanket bond d) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy other than the Goods in Transit section where shown as insured in your schedule e) any other type of property which is specifically excluded elsewhere in this policy. 	<p>Page 36</p>

Covea Insurance plc

Covea Insurance plc is a public limited company, registered in England and Wales under 613259. It underwrites general insurance business. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Financial Conduct Authority and Prudential Regulation Authority are independent watchdogs that regulate financial services.

Our Financial Services Register number is 202277. You can check this on the Financial Services Register by visiting the Financial Conduct Authority website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Registered Office:

Norman Place
 Reading
 Berkshire
 RG1 8DA

Law applicable to the contract

We propose to choose English law as the law applicable to the contract unless we agree another choice of law with you prior to the start date.

Premiums

Premiums are payable annually to Midway Insurance Services Limited. Insurance premium tax, as imposed by current legislation, is incorporated into all premiums.

Will I have cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of any premiums paid, less an administration charge and an amount representing the cover you have received to date. This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule) and is annually renewable.

Financial Services Compensation Scheme

Covéa Insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme.

Notification of a claim

Full details of how to make a claim are given in your policy on page 6. In all cases you should telephone your usual insurance adviser as soon as possible, or Covea Insurance plc on **0330 134 8187** with details of what has happened.

Enquiries

If you have an enquiry regarding your 1st Sure Flats policy or concerning a claim you have made, you should telephone your professional adviser on **0345 370 2842**.

Please be ready to provide all relevant details of your policy and in particular your policy number (if allocated) to help your enquiry to be dealt with speedily.

Complaints

If you have an enquiry or complaint regarding:

- the suitability of this policy for your needs; or
- the information and advice you received whilst it was originally being discussed; or
- the operation or administration of the policy;

you should telephone your professional adviser on **0345 370 2842**.

If you have a complaint concerning a claim you

have made you should contact Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX

Telephone number 0330 134 8187.

A copy of Covéa's complaints handling procedure is available on request by writing to the Customer Services Manager, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX Telephone number 0330 134 8194

Email information@coveainsurance.co.uk.

If you are not satisfied with the way in which your complaint has been handled, you may have the right to refer it to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone numbers 0800 023 4567 (calls to this number are normally free for people calling from a "fixed line" phone – but charges may apply if you call from a mobile phone) and 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final response letter.

Following this procedure will not affect your legal rights.