

Ecclesiastical Insurance and Elevations Express Property Investors Policy Addendum

This addendum attaches to YOUR policy as an endorsement and amends the wordings stated in the Property Investors Policy as follows

Amendment to General definition and Condition – UNOCCUPIED means entire BUILDING

Endorsement 1

The General definition of UNOCCUPIED on page 9 is deleted and restated as follows

UNOCCUPIED means where any entire building is vacant untenanted or not in use for a period greater than 30 consecutive days

It is hereby noted that in respect of General condition 6 Unoccupied buildings on page 14 the wording “*or part of a building*” is deleted for the entire condition

This endorsement does not apply to the commercial portions of any property

Property damage section – subrogation waiver for additional parties

Endorsement 2

The following paragraph is added to Memoranda 6 of the Property damage section on page 28

- (d) any managing agent management company residents association right to manage company or right to enfranchise company providing that the damage did not result from a criminal fraudulent or malicious act of such

Property damage section – Loss of oil or gas or water extended to include YOUR lessees

Endorsement 3

Extension 17 of the Property damage section Loss of oil or gas or water on page 31 is deleted and replaced as follows

Loss of oil or gas or water

WE will pay for

- a. loss of oil (other than covered by the Decontamination of ground extension) gas or metered water from the water or heating system after DAMAGE to that system by an INSURED EVENT
- b. the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the PREMISES
- c. theft of oil from any storage tank used for the heating system at YOUR PREMISES provided theft is an INSURED EVENT under this policy

Provided that

1. YOU or YOUR lessee discover the loss within 90 days and
2. in respect of any metered supplies YOU or YOUR lessee are able to support the claim with a record of readings from the utility meter which have been made at intervals of not more than ninety days

Excluding any claim in respect of any building which is UNOCCUPIED

Limit

The most WE will pay in respect of any one claim that YOU incur and in the aggregate for all such claims in any one period of insurance is £50,000

The most WE will pay in respect of any one claim that YOUR lessee incurs and in the aggregate for all such claims in any one period of insurance is £5,000

Property damage section – scaffolding exclusion does not apply to theft cover for buildings

Endorsement 4

Under Extension 30 of the Property damage section Theft of parts of the building on page 34 Exclusion 1 is deleted

Property damage section – Illegal cultivation of drugs extension does not include residential flats

Endorsement 5

The following is added to Extension 36 of the Property damage section Illegal cultivation of drugs on page 36

This cover will not apply in respect of any units used as residential flats

Property damage section – enhanced cover for Loss of rent and alternative accommodation

Endorsement 6

It is hereby noted that Extension 49 on page 40 is replaced as follows

Private residences (loss of rent and temporary accommodation)

If any private dwelling house or private flat (described as such in the schedule) cannot be lived in following DAMAGE insured by this section (or in the case of a private flat if the resident is denied access to it by an INSURED EVENT elsewhere within the building) WE will pay for

- a. loss of rent (including ground rent and service charges) payable to YOU or YOUR lessee
- b. the reasonable and necessary additional costs that YOU or YOUR lessee are liable for in respect of
 - i. residents' temporary accommodation and storage of furniture
 - ii. kennel accommodation for the residents' domestic cat(s) and dog(s)
 - iii. travelling expenses

until the private dwelling house or private flat is fit to live in again or until access is restored

Limit

Unless stated otherwise in the schedule the most WE will pay under this extension is

1. 33.3% of the sum insured on the building in respect of private dwelling houses
2. 33.3% of the sum produced by dividing the total management charges and/or ground rent in respect of each private flat by the total management charges and/or ground rent for the block

for a maximum period of 36 months from the date of DAMAGE

Property damage section – Non-damage prevention of access cover for residential properties

Endorsement 7

The following extension is added

Prevention of access – Non-damage

If access to any private dwelling house or private flat (described as such in the schedule) is prevented or restricted by

- a. the police or fire and rescue services due to an emergency which could endanger human life or neighbouring property
- b. any bomb scare at or in the vicinity of the premises

WE will pay for

1. loss of rent (including ground rent and service charges) payable to YOU or YOUR lessee
2. the reasonable and necessary additional costs that YOU or YOUR lessee are liable for in respect of
 - i. residents' temporary accommodation and storage of furniture
 - ii. kennel accommodation for the residents' domestic cat(s) and dog(s)
 - iii. travelling expenses

until access is restored

Provided that the maximum period WE will pay for shall not exceed 3 months from the date access is first prevented or restricted

Excluding

1. any emergency or bomb scare occurring outside a radius of 1 mile from the premises or the premises occupied by YOUR Managing agent
2. any restriction of use of less than 4 hours
3. any period when access to the premises or the premises occupied by YOUR Managing agent was not prevented or hindered
4. any loss or costs due to an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of an infectious disease) food poisoning defective drains or other sanitary arrangements
5. any loss or costs due to VERMIN
6. any loss or costs due to adverse weather

Limit

£100,000 any one period of insurance

Rental income section extension of Prevention of access non-damage limit

Applicable to Section 2 – Rental income

Endorsement 8

Under Section 2 Rental income Extension 2 (Prevention of access) – Non-damage on page 51 the limit is increased to £100,000 any one incident

Liabilities section – indemnity is provided for additional parties

Endorsement 9

Under Section 4 – Liabilities paragraph 2. of the Definition of YOU/YOUR/YOURS on page 57 is restated as follows

2. at YOUR request
 - a. any PRINCIPAL
 - b. any director trustee partner officer committee member or EMPLOYED PERSON of YOURS
 - c. any owner lessee of any flat
 - d. the residents associationin respect of liability for which YOU would have been entitled to indemnity had the claim been made against YOU

Property Investors insurance

SUMMARY OF COVER

www.ecclesiastical.com



What is a policy summary?

This document provides key information about the Property Investors insurance policy. Please note that this policy summary does not contain the full terms and conditions of this contract. These can be found in the Property Investors insurance policy wording which is available on our website. If you have any questions please contact us directly or contact your insurance broker.

The sections you have chosen to insure and the applicable sums insured are shown on your policy schedule.

Policy name

Property Investors insurance

Underwritten by

Ecclesiastical Insurance Office plc. The legal expenses section is arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS) with the legal advice service provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

Duration of your policy

Generally 12 months from the start date shown on your policy schedule, full details will be shown in your policy schedule.

Renewal of your policy

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, so you may benefit from reviewing the value, cover and level of service provided by your policy.

Key benefits include:

We can provide a broad range of cover within one tailored policy with options to include the following:

Property Damage

- Property damage cover for buildings and contents of common parts against a wide range of selected perils which can include accidental damage and subsidence
- Buildings cover includes cover for certain types of wind turbines and solar panels. Contents of the common parts includes maintenance and cleaning equipment and the furniture and fittings in common parts
- Property damage contains a range of automatic extensions including:
 - Inadvertent omission to insure up to £5,000,000 per property / £2,000,000 per unoccupied property
 - Capital additions for newly acquired properties / properties which have received alterations or additions up to £5,000,000 per property / £2,000,000 per unoccupied property
 - Involuntary betterment up to £250,000 any one period
 - Loss of rent and temporary accommodation for private residences up to 25% of the buildings sum insured for a maximum of 36 months
 - Temporary removal for cleaning or repair up to 10% of sum insured
 - Clearing of drains up to £50,000 any one claim
 - Green clause cover is provided for environmental improvements following damage
 - Decontamination of grounds up to £25,000 any one claim following accidental discharge of oil
 - Minor contract works up to £250,000

Equipment breakdown

- This cover is automatically included when the Property damage section is selected
- Equipment breakdown for a range of equipment including lifts, boilers and air conditioning systems
 - Up to £5,000,000 for physical loss or damage and any specified consequential loss from any one accident
- Equipment breakdown contains a range of automatic extensions including:
 - Loss of rental income up to £100,000 any one period (when the Rental income section is selected) following breakdown of equipment
 - Additional cost to repair or replace covered equipment up to £10,000 any one accident due to contamination by hazardous substances

Rental income

- Rental income cover following an insured event under the Property damage section and the extra costs to minimise the loss of rent
- Rental income contains a range of automatic extensions including:
 - Prevention of access caused by both damage and non-damage. Non-damage incidents up to £50,000 any one period of insurance for a maximum of 3 months
 - Cover for managing agent's premises up to £500,000 or 20% rent receivable whichever is the less
 - Cover for premises inadvertently not insured up to 10% of the rent receivable or £500,000 whichever is the less

Liabilities

- Employers' liability up to £10,000,000 per claim including legal costs and £5,000,000 per claim related to terrorism
- Public liability up to the limit chosen per event e.g. £2,000,000/£5,000,000/£10,000,000
- Corporate manslaughter defence costs up to £5,000,000

Additional cover – available at an extra cost

- Legal expenses cover for a range of legal issues specified in the policy up to the limit of indemnity stated in the schedule for legal costs and expenses including solicitors and barristers fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any period of insurance as stated in the schedule or policy wording)
- Terrorism cover can be taken out to cover all your property insured by the policy and can be extended to include your loss of revenue following an act of terrorism
- Trustee and management liability for Resident Associations – cover is available with a range of indemnity limits

Significant or unusual exclusions/limitations

- The relevant excess that applies is excluded from any claims
- Terrorism cover is excluded unless the separate Terrorism section is operative
- Radioactive contamination and war risks are excluded
- Conditions apply when a building becomes unoccupied, some cover may be reduced
- Excludes bridges, dams, land, piers, jetties, culverts, excavations and marquees, unless specifically insured
- Equipment breakdown will not include items which are covered under any maintenance agreement, warranty or guarantee
- Removing, handling or disposing of asbestos unless you comply with all legal obligations and use licensed asbestos removal contractors with their own Employers' and Public Liability insurance with at least the same limit of indemnity that your policy provides
- In the event of underinsurance (except where our valuation service has been used and agreed) the amount we pay for a claim will be reduced in proportion to the degree of underinsurance
- Legal Expenses section
 - If you decide not to use DAS's preferred law firm, we will only pay based on the amount we would have paid DAS's preferred law firm
 - Excludes claims which do not have reasonable prospects of success

Cancellation rights

We have the right to cancel your policy by sending 7 days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown under the General conditions – Cancellation.

Claims service

You can make a claim through your insurance broker or directly, using the following telephone numbers:

For all claims other than legal expenses:

Call us on **0345 603 8381**.

For legal expenses claims:

Call DAS Legal Expenses Insurance Company Limited on **0345 268 9124**.

Complaints

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

For all complaints other than

Legal expenses complaints:

Ecclesiastical Insurance Office plc

Beaufort House

Brunswick Road

Gloucester

GL1 1JZ

Tel: 0345 777 3322

Email: complaints@ecclesiastical.com

For Legal expenses complaints:

DAS Legal Expenses Insurance Company Limited

DAS House

Quay Side

Temple Back

Bristol

BS1 6NH

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision
- Respond in writing to your complaint as soon as possible

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

This complaints procedure does not affect your right to take legal proceedings.

Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at www.fscs.org.uk or write to them at:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: enquiries@fscs.org.uk

*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

Law applying

The policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. The Legal expenses section is governed by the law that applies in that part of the United Kingdom Channel Islands or Isle of Man where the Insured's business is registered. Otherwise the law of England and Wales applies.

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

For further information on any of our products, please speak to your insurance intermediary.

Or visit us at

www.ecclesiastical.com

If you would like this booklet in large print, braille, on audio tape or computer disc please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

