



# Your Property Owners Insurance Summary of Cover

Cover designed to meet the needs of property owners with a portfolio of up to 20 properties, including those with residential and commercial portions.

This is a summary which highlights the key covers, features and exceptions of the policy. It does not contain the full terms and conditions. Full details of the cover provided and the exceptions and limitations which apply can be found in the policy wording and your policy documentation.

Some of the covers summarised in this document are optional and these are clearly marked as such. Your schedule will show you which covers you have chosen to include.

## Who is the Insurer?

The Insurer of the policy is Aviva Insurance Limited.

## Why Choose Aviva?

We are proud of providing clear, fair and comprehensive products which provide valuable protection and above all, give you the peace of mind that we are here to support you should the worst happen:

- Average free cover under the Property Damage Section – we will not reduce the amount of any claim if the sums insured you have selected are not adequate (subject to maximum sum insured payable)
- Policy documentation written in simple language clearly stating what is and isn't covered
- Interactive online policy wording with quick and easy explanation of defined terms
- As an Aviva Property Owners policyholder you have access to our Legal and Tax, Risk Services and Counselling Helplines and some valuable websites to help you manage your business better
  - <https://avivabusinesslaw.farill.io/>
  - [www.aviva.co.uk/yourbusiness/risk-management](http://www.aviva.co.uk/yourbusiness/risk-management)

**Claims Helpline (24 hours) – 0800 015 1498**

## What's Covered



Cover for damage to your buildings (and landlords contents, if chosen). Cover includes subsidence as standard and Accidental Damage cover can be added if required.

### The definition of buildings includes:

- interior decorations and landlords' fixtures and fittings and tenants improvements
- telecommunication, television and radio aerials, satellite dishes, aerial fittings and masts
- outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks
- underground pipes, cables and wires
- gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture
- video, audio and building management and security systems and equipment
- trees, shrubs, hedges, plants and turf used in landscaping.

### Cover also extends to include

- Up to £1,000,000 for newly built or acquired property, and up to £250,000 for alterations, additions and improvements, per location
- Breakage of glass including the costs of boarding up
- Damage to buildings whilst you are in the process of selling your interest in them
- Cover for Changing Locks following theft – up to £25,000 per claim
- Damage to moveable property kept in yards, car parks, gardens etc. – up to £50,000 per period of insurance
- Accidental discharge of metered services – up to £25,000
- Damage to underground cables and pipes from your building to the public mains
- Up to £50,000 for finding leaks and repairing damage caused in the process
- Money while in transit or a bank night safe – £2,000, and at your home or the home of any employee, partner or director – £500.

Option to cover Terrorism.

## What's Not Covered



Please refer to the Property Damage section of your policy wording and the combined Property Damage and Business Interruption Exceptions for full details of what is not covered and/or any limitations that apply.

### You are not covered for:

- The first part of any claim (the excess stated in your schedule)
- Damage caused by an existing defect; wear and tear; gradual deterioration; frost or change in the water table level; faulty or defective design, workmanship or operating error
- Acts of fraud or dishonesty, disappearance, unexplained or inventory shortage or misfiling, clerical error or misplacing of information
- Loss of Money
  - Fraud or dishonesty not discovered within seven days of the loss
  - As a result of clerical or accounting error or omissions
  - From unattended vehicles
- Subsidence, ground heave or landslip caused by
  - collapse, shrinkage or settlement, coastal or river erosion, defective design or inadequate construction of foundations
  - any demolition, construction, erection, ground or excavation works carried out at the site of your premises or the site of any adjoining premises
- Damage as a result of the movement of solid floor slabs unless there is damage to the foundations at the same time
- Damage to your moveable property in the open, gates or fences caused by wind, rain, hail, sleet, snow, flood, dust or by falling trees
- Damage to property in the course of construction including materials for use in the construction
- Damage while your buildings are unoccupied caused by
  - escape of water from tanks and pipes, including as a result of freezing of any automatic sprinkler installation
  - malicious persons.

### What's Covered



Protects you against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

The standard cover limit is £5,000,000 but this can be increased or reduced as required.

#### Cover includes your legal liability for:

- Accidental damage to hired or rented premises, or premises temporarily occupied for the purpose of carrying out your business
- Accidental bodily injury or damage to property in connection with premises you previously owned or occupied for the purposes of your business
- Legal costs and expenses and compensation payable if proceedings are brought against the insured under the Data Protection Act 1998 or the General Data Protection Regulation (Regulation (EU) 2016/679) or any legislation implementing the General Data Protection Regulation or any replacement legislation in respect of any of the foregoing - up to £1,000,000 per period of insurance
- Financial loss incurred as a direct result of the failure to provide any property or service in connection with property insured detailed under the Property Damage section - up to £500,000 per period of insurance
- Legal costs and expenses in defending prosecutions under
  - all relevant health and safety legislation
  - any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007
  - any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990
- Court attendance costs – up to £500 per day for court attendance at our request by any director, partner or employee.

#### The cover under this section extends to include:

- Personal liability of employees and directors working overseas
- Contingent motor third party liability arising out of the use within the UK, of vehicles not owned by you
- Employees' and visitors' personal belongings.

### What's Not Covered



Please refer to the Property Owners Liability section of your policy wording for full details of what is not covered and/or any limitations that apply.

#### You are not covered for:

- Work in or on or travel to or from any offshore installation or support vessel
- Exposure to, inhalation of, or fears of the consequences of exposure to or inhalation of, Asbestos
- Costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- Pollution unless caused by a sudden, identifiable, unintended and unexpected incident
- Liquidated damages, penalty clauses, fines or punitive damages
- Loss or damage to property in your custody or control or to products supplied
- Bodily injury or damage to property arising from professional neglect, errors, omissions in or advice given by or on behalf of the insured
- Recalling or making refunds in respect of products supplied
- Personal injury to any employee resulting out of and in the course of employment by you in your business
- The first £250 of each and every claim for loss of or damage to hired or rented premises
- Terrorism cover is limited to £2,000,000 per event.



## What's Covered



Protection for legal costs and expenses arising from specified civil and criminal incidents in connection with your business.

If a solicitor is required to deal with your legal problem, we will appoint one from the approved panel. These solicitors have been carefully chosen as experts in the areas of law covered by the policy and are required to comply with strict service standards.

### Cover includes:

#### • **Property Protection**

Protection for civil action following any event causing or likely to cause physical damage to your property or any nuisance or trespass

#### • **Residential Repossession**

Cover for your legal rights in respect of the repossession of premises including the eviction of squatters and the recovery of rent owed by tenants

#### • **Commercial Lease Cover**

Cover for your legal rights

- in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement
- to obtain possession of your premises provided you have, where appropriate, correctly served all contractual and statutory notices on the tenant
- to recover money and interest due from a lease, licence or tenancy of land or buildings including enforcement of a judgement provided the amount in dispute exceeds £250 and the premises subject to the dispute are insured by this policy

#### • **Legal Defence**

Defence for you or an employee acting on your behalf if any criminal action (non-motor) or certain civil action is taken against you in connection with your business. Includes prosecution under health and safety legislation and data protection rules

#### • **Contract Disputes**

Cover to negotiate disputes relating to an agreement or alleged agreement you have entered into with a customer or supplier for the purchase or sale of goods or services where the amount in dispute exceeds £250. A claim must be made within 90 days of the money becoming due and payable

## What's Not Covered



Please refer to the Commercial Legal Protection section of your policy wording for full details of what is not covered and/or any limitations that apply.

### You are not covered for:

- Costs and expenses where prospects of success do not exist for the duration of the claim
- Claims which are not reported within 180 days of you becoming aware of an incident
- Any costs and expenses incurred before the written acceptance by us or the claims administrator of a claim
- Compensation awards unless you have followed the advice of the legal helpline or the Advisory, Conciliation and Arbitration Scheme (ACAS) code of Disciplinary Practice and Procedures in Employment
- Costs and expenses in respect of redundancies, unless you have followed the advice of the legal helpline prior to serving notice of dismissal.
- In respect of Residential Repossession
  - any dispute with your tenant where the cause of action arises within the first 90 days on the start of the cover and the tenancy agreement commenced prior to the start of the cover
  - any claim relating to registering rents, reviewing rents, buying the freehold of your premises or any matter that relates to rent tribunals, land tribunals or rent assessment committees unless you are defending an action brought against you by your tenant
  - any claim related to someone legally obtaining your premises, whether you are offered money or not, or restrictions or controls placed on your premises by any government or public or local authority, unless the claim is for accidental physical damage caused by any of the above
  - any claim relating to work done by any government or public or local authority, unless the claim is for accidental physical damage caused by any of the above

### What's Covered



- **Debt Recovery**

Negotiating your legal rights to recover money and interest due from the sale or provision of goods or services where the amount in dispute exceeds £250. A claim must be made within 90 days of the money becoming due and payable

- **Tax Protection**

Representation in investigation and/or appeal proceedings in respect of a Tax Enquiry, Employer Compliance Dispute or a VAT Dispute. Cover applies only to tax claims which arise in direct connection with the activities of the business shown in your schedule

- **Employment Disputes and Compensation Awards**

Defence of your legal rights under employment legislation, and following a successful action by an employee, or a prospective, alleged or ex employee, we will pay any compensation award made

- **Service Occupancy**

Cover to negotiate your legal rights against an insured person or former insured person to recover possession of premises owned by you or for which you are responsible

- **Bodily Injury**

Cover to negotiate your, your employees' or family members' legal rights, following bodily injury (non-motor related) which occurs in connection with the business)

- **Statutory Licence Protection**

Appeal to the relevant statutory or regulatory body, court or tribunal following the suspension, revocation, change or refusal to renew your statutory licence.

### What's Not Covered



#### You are not covered for:

- In respect of Legal Defence – Criminal Prosecution and/or Disciplinary Hearings, any claim which leads to the insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
- In respect of Contract Disputes
  - The cover, claims process or settlement payable under an insurance policy, or the recovery of money and interest due from another party, other than where they intimate that a defence exists
  - Disputes with an insured person or former insured person relating to their contract of employment with you, or disputes arising from a breach or alleged breach of professional duty by an insured person or former insured person
- In respect of Debt Recovery, the settlement payable under an insurance policy, or the recovery of money and interest due from another party where they intimate that a defence exists
- In respect of Tax Protection
  - Claims caused by your failure to register for Value Added Tax and/or PAYE
  - Claims arising from investigations by HM Revenue and Customs Special Investigations Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue and Customs Prosecution Office
- In respect of Employment Disputes, any claim for damages for personal injury or loss of or physical damage to material property
- In respect of Service Occupancy, any claim relating to defending your legal rights other than defending a counter claim
- In respect of Bodily Injury
  - any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident
  - an insured person's injury or death in a motor vehicle whilst being driven by an insured person or their family members
- In respect of Statutory Licence Protection, any licence appeal which relates to the ownership, driving or use of a motor vehicle.

## OPTIONAL SECTIONS

### Business Interruption (if cover is selected)

#### What's Covered

Provides cover in the event that an insured loss covered under the Property Damage section results in a disruption to your business and a shortfall in rental income during the indemnity period you have selected.

##### Cover includes:

- Up to £100,000 per period of insurance for prevention of access to your premises by the police, Government, or other competent authority
- Damage to any newly acquired or newly erected buildings, and/or any alteration, additions or improvements to an insured building – up to £100,000 per premises
- Accidental failure of your supply of public utilities – up to £50,000 for any one claim
- Damage to property or premises within 1 mile of your premises which causes a loss of rental income as a result of a reduction in visitors to the area – up to £50,000
- Up to £50,000 for loss of rental income whereby damage to your buildings or other property within 1 mile of your premises, causes a lease agreement for your premises in the course of negotiation to be delayed or avoided
- Professional fees incurred in producing information required by us in preparation for a claim
- Up to £50,000 for loss of income during the indemnity period, caused by
  - A specified disease occurring at, or within 5 miles of, your premises
  - A person contracting an illness caused by food or drink poisoning which is directly attributable to food or drink supplied from your premises
  - The discovery of vermin or pests
  - An occurrence of murder or suicide at the premises which results in closure of your premises by order of a competent authority.

#### What's Not Covered

Please refer to the Combined Property Damage and Business Interruption Exceptions and the Business Interruption Only Exceptions sections of your policy wording for full details of what is not covered and/or any limitations that apply.

##### You are not covered for:

- Losses excluded under the Property Damage section
- Failure of Utilities
  - accidental failure lasting less than 4 hours, or caused by industrial action, the deliberate act of any supply authority or the exercise of any supply authority power to withdraw or restrict supply
  - accidental failure of telecommunications caused by the failure of any satellite or atmospheric or weather conditions
- Specified Disease – costs incurred in cleaning, repair, replacement, recall or checking of property
- Any policyholder that has
  - agreed a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement in accordance with the Insolvency Act 1986
  - an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
  - had a winding up order made or has an administrative receiver or provisional liquidator or receiver appointed.

### Employers' Liability

#### What's Covered

Provides you with protection against your legal liabilities for bodily injury to your employees, up to a limit of indemnity of £10,000,000 including costs and expenses.

##### Cover includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation, and from any offence arising under the Corporate Manslaughter and Corporate Homicide Act 2007
- Work experience and government scheme trainees
- Worldwide cover for employees normally resident in the UK who are temporarily working overseas
- Court attendance costs – up to £500 per day for court attendance at our request by any director, partner or employee.

#### What's Not Covered

Please refer to the Employers' Liability section of your policy wording for full details of what is not covered and/or any limitations that apply.

##### You are not covered for:

- Work in or on or travel to or from any offshore installation or support vessel
- Bodily injury to an employee carried in or on, entering or alighting from a vehicle where any road traffic legislation requires insurance or security
- Liquidated damages, penalty clauses, fines, aggravated, restitutionary or exemplary damages, or any other non-compensatory damages
- Terrorism cover is limited to £5,000,000 per event.

## Important Questions Answered

### How long does my Property Owner's Insurance run for?

Your policy will remain in force for 12 months from the start date (or as otherwise shown in your schedule) and for any period for which you renew your policy, as long as you continue to pay your premium.

### What happens if I buy the insurance and then decide I don't want the cover?

There are no statutory cancellation rights under this policy. There is however a right to cancel on 30 days' notice under Policy Condition – Cancellation.

### Making a Claim - Telephone Contact Points

Should you need to make a claim under this policy, please contact us using the appropriate telephone number shown below:

**0800 015 1498**

Our line operates 24 hours a day, 365 days a year.

In all cases, please quote your policy number.

### How do I make a complaint?

If for any reason you are unhappy with our service, we would like to hear from you. In the first instance, please contact your insurance advisor. Where a complaint cannot be resolved to your satisfaction, you may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst we are bound by their decision you are not. Contacting them will not affect your legal rights. You can contact the Financial Ombudsman Service by telephone on **0800 023 4567**. You can also visit their website at **www.financial-ombudsman.org.uk** where you will find further information.

### Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See **fscs.org.uk**

### How and Why We use Your Information

We (Aviva), and our third parties, collect and use information (including data about health and unspent offences or criminal convictions) about you and, if relevant somebody else covered under your policy and your family, vehicle(s) and home.

We do this so we can:

- verify your identity and help prevent fraud
- calculate our risk to insure you
- calculate your price
- set up, assess and maintain your insurance contract with us
- renew and make changes to your cover
- process claims
- carry out marketing, profiling and analytics We share information within the Aviva Group, our reinsurers (our own insurers) and specific other organisations for these purposes. The information comes from:
  - what you've already told us
  - data we already hold about you (including from other quotes and policies with us)
  - publicly available sources
  - other organisations we trust
  - data about your device, general location and how you interact with our website.

### Registered Underwriting Company Details/Regulatory Status Disclosure

Risks situated within the UK are underwritten by Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153. Risks situated within the EEA are underwritten by Aviva Insurance Ireland Designated Activity Company

### Telephone Call Charges & Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.



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