

# **CHOICE INSURANCE**



## **Property Owners Policy Summary**



This insurance has been arranged by Choice Insurance Agency Ltd in accordance with the authorisation granted under a contract of delegated authority (the reference of which is shown in the schedule) by AXIS Specialty Europe SE (UK Branch) trading as AXIS Specialty London.

### Authorisation and Regulation

Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register (<https://register.fca.org.uk/s/>) under reference 300183. Registered in England and Wales number 4420555. Registered Office: Suite 3, 4a Southchurch Road, Southend-on-Sea, Essex, SS1 2NE.

AXIS Specialty London is a trading name of AXIS Specialty Europe SE. AXIS Specialty Europe SE is authorised and regulated by the Central Bank of Ireland, with its registered office at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland (Registered Number 353402). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

### About this Policy Summary

This document is a summary of insurance coverages and restrictions found in the policy. It is not personalised to your individual selections. It is not a complete representation of all the provisions of your policy. Please refer to your policy documentation, including the schedule, for full details of the coverage you have been provided and the terms and conditions of that coverage including the sums insured.

### What is this type of insurance?

This is a multi-section property owners insurance policy which provides cover for buildings, landlord's contents, loss of rent, employers liability and property owners liability. Cover will only be provided for the sections which you select and which are shown in your schedule.

### What is insured?

Unless otherwise stated in your policy schedule, the following is insured:

<p><b><u>Section A - Material Damage (if selected)</u></b></p> <p>Accidental Damage to the property insured at the premises during the period of insurance by any accidental cause not otherwise excluded.</p> <p>You are also covered for:</p> <p><b>Glass</b></p> <p>the cost of repair or replacing lettering, alarm foil or other ornamental work on glass, boarding up and temporary glazing pending replacement and removing an re-fixing window fittings. (£500 maximum per occurrence or £2,500 in total during the period of insurance)</p> <p><b>Local authorities</b></p> <p>The additional cost of reinstatement due to insured damage incurred solely by reason or necessity to comply with building regulations or local authority or other statutory requirements.</p> <p><b>Architects', Surveyors' and Consultants' fees</b></p> <p>Architects', surveyors' and consultants' fees necessarily incurred in the reinstatement of</p>	<p><b><u>Exclusions</u></b></p> <p>We will not pay for:</p> <ul style="list-style-type: none"><li>- damage caused by the bursting of a boiler (This does not exclude damage by explosion of a boiler being used for domestic purposes only);</li><li>- damage solely due to a change in the water table level;</li><li>- damage caused by; wear and tear, rot, corrosion, scratching, change in temperature/colour, due to moths, vermin, insects, mould, faulty/defective workmanship, design or materials, mechanical/electrical failure/breakdown, operational error/omission, caused by pets, or anything that happens gradually;</li><li>- damage caused by seepage or pollution unless resulting from fire, lightning, earthquake, storm, flood, escape of water or oil from any tank, apparatus or pipe;</li><li>- damage to movable property in the open, gates, fences or posts caused by dust, storm or other weather related events;</li><li>- damage by theft or attempted theft not involving forcible and violent means or actual or threatened assault or violence;</li></ul>
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<p>insured property due to damage insured but not the cost of preparing a claim.</p> <p><b>Debris Removal</b> Costs and expenses incurred in removing debris, clearing drains and sewers that you are responsible for at the buildings, dismantling/demolishing, shoring up or propping portion(s) of the property insured that has sustained insured damage. (Maximum 10% of the Buildings sum insured or £100,000, whichever is less)</p> <p><b>Capital Additions</b> Newly acquired and/or newly erected buildings within Great Britain up to 10% of the sum insured for buildings or £250,000, whichever is the lower.</p> <p><b>Emergency Services</b> Cost and expenses incurred to restore or repair grounds, landscaped gardens, pavements, road surfaces and other property comprising the premises damaged by the emergency services attending as a result of insured damage. (Maximum £5,000 during the period of insurance)</p> <p><b>Changing locks</b> The cost of replacement locks at the premises following the loss of keys during the period of insurance by theft of attempted theft from the premises or your home or robbery whilst such keys are in your personal custody (Maximum £500 per occurrence).</p> <p><b>Additional metered water charges</b> The additional metered water charges incurred by you and for which you are responsible as a result of damage to the water installation at the premises. However, there is no cover whilst the premises is unoccupied for longer than 30 consecutive days. (Maximum £10,000 in total during the period of insurance)</p> <p><b>Unauthorised use of electricity, gas, oil or water</b> The cost of metered gas, electricity, oil, or water, that you are legally responsible following its unauthorised use during the period of insurance by persons taking possessions or occupying the premises without your authority provided all practical steps are taken to terminate the unauthorised use as soon as it is discovered</p>	<ul style="list-style-type: none"> <li>- damage by theft, attempted theft, or malicious damage, caused by any tenant or person lawfully on the premises;</li> <li>- damage caused or due to acts of fraud, dishonesty or deception;</li> <li>- damage to property in transit;</li> <li>- damage to money or securities;</li> <li>- damage caused by subsidence, landslip or heave due to normal settlement or costal/river erosion, demolition, construction, groundworks or excavation;</li> <li>- damage cause by subsidence, landslip or heave to yards, car parks, roads, pavements, outdoor swimming pools, outdoor tennis courts, walls, gates and fences unless also affecting the buildings;</li> <li>- damage caused by/due to disappearance, unexplained or inventory shortage, misfiling or misplacing of information;</li> <li>- damage to a building or structure caused by its own collapse or cracking;</li> <li>- damage to property resulting from it undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair;</li> <li>- damage to fixed glass or sanitaryware occurring during installation or removal or whilst the premises are unoccupied for more than 30 consecutive days;</li> <li>- damage by fire to property caused by it undergoing any process involving heat;</li> <li>- damage to property or structures in the course of construction and all associated materials/supplies;</li> <li>- the cost of maintenance/alteration or decoration;</li> <li>- delay, loss of market, or consequential loss;</li> <li>- damage to vehicles licenced for road use, caravans, trailers, watercraft, aircraft, livestock, growing crops, trees, piers, jetties, bridges, or culverts;</li> <li>- the policy excess;</li> <li>- damage caused by riot, civil commotion, labour disturbances, malicious persons, escape of water/oil from any tank, apparatus, pipe or appliance, theft or attempted theft whilst any building is unoccupied for more than 30 consecutive days;</li> <li>- damage caused as a result of any property being used by occupants for illegal activities;</li> <li>- theft or attempted theft caused by the use of a key, key code or key card.</li> </ul>
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<p>(Maximum £10,000 during the period of insurance).</p> <p><b>Trace and access</b> Following damage by an escape of water or oil, insured under this policy, we will pay for all costs necessary in locating the source of the damage and making good. (Maximum £1,000 any one occurrence)</p>	
<p><b><u>Section B – Loss of Rent (if selected)</u></b> We will pay up to the sum insured if accidental damage insured under Section A, occurring during the period of insurance, results in loss of rent. ‘Loss of Rent’ is the shortfall between the rent received during the indemnity period and the rent which would have been received but for the damage.</p> <p>You are also covered for:</p> <p><b>Alternative accommodation – residential properties</b> If buildings that are occupied totally or partially for residential purposes suffer accidental damage insured under Section A we will pay the costs you incur in providing temporary comparable alternative accommodation for the residents who normally live in the buildings if the residential property cannot be lived in or accessed because of damage covered by this insurance. (maximum 10% of Rent sum insured or £50,000, whichever is less, any one occurrence).</p>	<p><b><u>Exclusions</u></b> We will not pay for:</p> <ul style="list-style-type: none"> <li>- Loss of rent if there is not an ongoing tenancy agreement in force for which a rental income is being received at the time of the damage.</li> </ul>
<p><b><u>Section C - Employers Liability (if selected)</u></b> Legal liability for damages for injury to any person employed by you where such injury arises out of the business and is caused during the period of insurance and within the territorial limits.</p> <p>You are also covered for:</p> <p><b>Exhibitions</b> Liability arising out of your attendance at exhibitions and trade fairs during the period of insurance within the territorial limits.</p>	<p>We will not indemnify you for liability:</p> <ul style="list-style-type: none"> <li>- incurred in circumstances where any road traffic legislation requires compulsory insurance;</li> <li>- arising out of work on and/or visits to any offshore rig and/or installation and/or platform;</li> <li>- for acts of terrorism where any one claim or series of claims arising out of one occurrence exceeds £5,000,000;</li> <li>- for fines or penalties;</li> <li>- assumed under contract.</li> </ul>
<p><b><u>Section C – Property Owners’ Liability (if selected)</u></b> Legal liability for damages for accidental injury or accidental damage to property occurring during the period of insurance within the territorial limits and in the course of the business.</p> <p>You are also covered for:</p> <p><b>Exhibitions</b> Liability arising out of your attendance at exhibitions and trade fairs during the period of insurance within the territorial limits.</p>	<p>We will not indemnify you for liability:</p> <ul style="list-style-type: none"> <li>- incurred in circumstances where any road traffic legislation requires compulsory insurance;</li> <li>- for fines or penalties;</li> <li>- assumed under contract or agreement;</li> <li>- arising out of work on and/or visits to any offshore rig and/or installation and/or platform;</li> <li>- arising out of Products;</li> <li>- arising out of the ownership, possession or use by you or on your behalf of any aircraft or other</li> </ul>

<p><b>Defective Premises Act</b>  Liability arising during the period of insurance under the Defective Premises Act 1972 in relation to any business premises or land which you have disposed of and prior to such disposal was owned by you in connection with the business.(Costs incurred in repairing, rebuilding, removing or rectifying such premises is not covered)</p>	<p>aerial device, aerospace device, hovercraft, or watercraft other than hand or sail propelled watercraft whilst being used on inland waterways;</p> <ul style="list-style-type: none"> <li>- for damage to property owned, leased or hired by you or under hire purchase or on loan to you or otherwise in your care, control or custody;</li> <li>- for the cost of replacing or making good faulty, defective, or incorrect workmanship or materials, goods or other property, supplied, installed, or erected, by you or on your behalf;</li> <li>- arising from or caused by design, formula, specification, technical or professional service given for a fee by you or anyone acting on your behalf;</li> <li>- Injury to an employee where such injury arises out of the business;</li> <li>- From pollution of buildings or other structures, or of water or land or the atmosphere other than caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the period of insurance;</li> <li>- Arising, resulting or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of, or exposure to, asbestos or materials or products containing asbestos;</li> <li>- For the excess stated in the schedule.</li> <li>- In respect of punitive or exemplary damages or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;</li> <li>- For costs incurred in the repair, reconditioning, or replacement of any product and/or related financial loss;</li> <li>- Arising out of the recall of any product;</li> <li>- Arising as a result of any residential property being used by occupants for illegal activities.</li> <li>- For acts of terrorism where any one claim or series of claims arising out of one occurrence exceeds £2,000,000;</li> </ul>
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**Are there any restrictions in cover?**

- Endorsements may apply to your policy. These will be shown in your policy documents.
- The excess (the amount you have to pay towards a claim) which is shown in your policy schedule. There are limits for certain insured events and these are set out in your policy documents.
- If the property insured is at the time of any loss or damage of greater value than the sum insured, we will only pay a proportion of the claim.

## General Exclusions

The following General Exclusions will apply to each section of this policy other than where specifically varied or replaced.

Biological or Chemical Materials	Radioactive Contamination	Terrorism
Cyber and data	Communicable Disease	War and similar risks
Renovation/Building Work	Sonic Bangs	Date recognition

## Language and Governing Law

This insurance is written in English and all communications about it will be in English.

The laws of England and Wales is the law under which all disputes and/or conflicts under this insurance will be governed and courts in England and Wales will have exclusive jurisdiction over any matter relating to this insurance; unless Your registered office is in another part of the Territorial Limits, in which case it will be governed by, and subject to the exclusive jurisdiction of, that part of the Territorial Limits

## Where am I covered?

This policy covers risks within the territorial limits of England, Scotland and Wales.

## What are my obligations?

- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance. You also have a duty to inform us of every material circumstance that you know or ought to know, in a way that is reasonably clear and accessible to us. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium).
- You must tell us or the broker that arranged the insurance on your behalf as soon as possible of any changes in the information you have provided to us or any change of circumstances which materially affects the risk insured by this Policy, which happens before or during the period of insurance.
- You must:
  - Maintain the premises and all property at the premises, in a good state of repair;
  - exercise care in the selection and supervision of employees;
  - comply with all relevant statutory requirements, manufacturer recommendations and other regulations relating to the use, inspection and safety of Property and safety of persons;
  - make good any defect or danger which becomes apparent and take additional precautions as circumstances require;
- You must comply with any terms and conditions shown in your policy wording and schedule (If you do not comply, a claim may be rejected or payment could be reduced. In some circumstances your policy might become invalid).
- You must ensure that all sums insured are adequate. If the cost of repairs or replacement articles is more than the sum insured at the time of loss or damage, you will have to pay a share of the claim.
- You must tell us without delay about any claim or event that might give rise to a claim as soon as you become aware of it.

## When does the cover start and end?

Your policy will start and end on the dates specified as the period of insurance in your schedule, unless it is cancelled by you or by us before it ends. Our right to cancel is limited as set out in the policy.

## How to make a claim?

- In the event of damage, death, injury or circumstances that could give rise to a claim under the policy or which you become aware of or can expect to be aware of you must give notice to our claims representatives.
- There are specified periods in which claims should be reported to our claims representatives which can be found in the policy wording.

- You must not admit liability for or negotiate the settlement of any claim or waive any rights of recourse or recovery against any other person without our prior consent.
- To make a claim please call our claims representative Gallagher Bassett Technical on 01443 229513 or email: [uk.gbtechnical.adjusting@gbtpa.com](mailto:uk.gbtechnical.adjusting@gbtpa.com)

### **How do I pay?**

The premium for this policy is shown in your Schedule. The broker that arranged the insurance on your behalf will discuss methods of payment with you.

### **Cancellation**

You may cancel this policy in the first fourteen days of receipt of the policy documentation by contacting the insurance broker who arranged this cover on your behalf. Provided that there have been no claims and You know of no incidents which might lead to a claim we will refund your premium in full.

You may cancel the policy at any other time, by providing your insurance broker 30 days' written notice. Provided that you have not made a claim, you will be entitled to a return premium for the unexpired portion of the period of insurance. This will be calculated on a proportionate basis. For example, if you have been covered for six (6) months, the deduction for the period of cover will be half the annual premium.

If We pay any claim, in whole or in part, then no return premium will be allowed.

### **Complaints**

It is always our intention to provide a first-class standard of service. However, it is appreciated that occasionally things go wrong. If you wish to make a complaint, you can do so at any time by contacting:

Complaints  
Choice Insurance Agency Ltd.  
Suite 3  
4a Southchurch Road  
Southend-on-Sea  
Essex  
SS1 2NE  
Tel: 01702 411200  
E-mail: [Complaints@ChoiceInsuranceAgency.Com](mailto:Complaints@ChoiceInsuranceAgency.Com)

If you remain dissatisfied having received a Final Response to your complaint and you fit the definition of 'eligible complainant', you may then be able to refer your complaint to the Financial Ombudsman Service (FOS). The contact details of the FOS are as follows:

<p>The Financial Ombudsman Service Exchange Tower London E14 9SR</p>	<p>Telephone: <b>0300 123 9123</b> (calls cost the same as 01 and 02 numbers on mobile tariffs in the UK) or <b>0800 0234 567</b> (Calls are free from "fixed lines" UK).</p> <p>Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a> Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></p>
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### **Financial Services Compensation Scheme**

The Financial Services Compensation Scheme (FSCS) may be available to satisfy your claims if the Insurer is unable to meet their obligations to you under this contract. The FSCS is the UK's statutory fund of last resort for customers of financial services firms.

If you are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract and your eligibility. Further information about the Scheme, including who is entitled to make a claim under it and the maximum levels of compensation, are available from [www.fscs.org.uk](http://www.fscs.org.uk)