property protector

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Property owners
Policy summary

HISCOX

Hiscox Insurance
Policy summary

Your Hiscox Insurance policy summaries

This document contains a summary for each of the covers available in this insurance and outlines the key information about each cover so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy and your schedule in full and ensure that you understand which of the covers you have selected and the policy terms and conditions that apply. If you have any questions about your policy or the covers you have selected, you should contact Hiscox or your insurance advisor.

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers named in the policy schedule.

Your obligations

Remember, your premium and insurance are based on the details you have provided to us. Please make sure this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. Please also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of the policy too.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy, refuse to make any payment and retain all premiums paid.

Policy length

The period of insurance is shown on your policy schedule. Cover under the policy will come to an end at the end of the period of insurance unless the policy is renewed or cancelled.

You will be provided with a statement of fact each year and provided that the information contained within the statement of fact is true, complete and accurate, you do not need to provide us with any further information. If any of the information in your statement of fact is not true, complete and accurate, you must let us know. If you do not let us know, it may affect the validity of the policy or our ability to pay a claim.

Geographical and jurisdiction limits

Where any section of your policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the scope of the applicable courts stated in that section of your policy schedule.

Cancellation rights

You can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation. If we need to cancel the policy, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. Please note − we may deduct an administration fee from any refunded payment. There is an exception to our 30-day notice period, which is triggered when we have agreed you can pay us by instalments and we don't receive your instalment within 14 days of the due date. At this point, we may cancel the policy in which case we will confirm this and the amended period of insurance to you in writing.

Hiscox Insurance
Policy summary

Property owner's liability insurance

Policy summary
Policy wording ref: WD-HSP-UK-CPWA-POL(1) 19887 04/19

Key benefits: what risks are you protected against?

Property owner's liability insurance covers you when you have to pay compensation to any third party for accidental injury to them or damage to their property, occurring during the period of insurance and as a result of your ownership of your insured property. We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury or property damage.

We will also pay:

- for defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it;
- claims made against third parties with whom you have a contract or agreement in regard to the insured property, where you are liable for the claim and will treat the claim as though it was made against you;
- the sums you have to pay as compensation for bodily injury or property damage caused in your personal capacity whilst temporarily outside of the UK;
- the sums you have to pay as compensation for bodily injury or property damage arising from any mechanically propelled vehicle being used in connection with your business where it is not owned, loaned, leased, hired, rented to you, provided by you or being driven by you;
- the sums you have to pay as compensation for bodily injury or property damage arising from any mechanically propelled vehicle, not owned, loaned, leased, hired or rented by you, driven by a competent driver and with the permission of the vehicles owner where it is obstructing your premises;
- the sums you have to pay as compensation for libel and slander committed by you, without animosity, in the performance of your business;
- the criminal defence costs relating to any regulation or statute your liability for which arises from your ownership of your property for example prosecution under any health and safety legislation, in relation to a covered claim;
- the sums you have to pay as compensation under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises Measure (Northern Ireland) Order 1975;
- the clean-up costs of pollution caused by you as a result of your business and arising from a sudden, identifiable, unintended and unexpected incident;
- any claim or investigation under the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work Act 1974;
- the sums you have to pay as compensation under Section 13 of the Data Protection Act 1998 in connection with personal data held by you.

The limit of indemnity you select may be on an each and every claim basis or an aggregate basis depending upon the type of claim. Your policy schedule will show which basis applies.

Significant or unusual exclusions and limitations

We will not pay claims arising from:

- loss of or damage to any insured property;
- death or bodily or mental injury or disease of any employee of yours;
- the ownership, possession or use of any watercraft, hovercraft, aircraft or mechanically propelled vehicle;
- the transmission of a computer virus;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- the failure of any product, service, process or system provided by you to perform its intended function
- any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Please read the policy for details of its terms in full.

Hiscox Insurance
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Employers' liability insurance

Policy summary
Policy wording ref: WD-HSP-UK-CPWA-EL(1) 19885 04/19

Key benefits: what risks are you protected against?

Employers' liability insurance is compulsory cover for most companies with employees. It covers you for compensation you have to pay to your employees for accidental injury to them, occurring during the period of insurance and in the course of their work for you. We will pay up to the limit of indemnity stated in the policy schedule for:

- claims against you arising from death, bodily or mental injury or disease of an employee or volunteer arising out of their work for you;
- defence costs incurred with our agreement for covered claims. These costs are included within the limit of indemnity;
- claims against you arising from death, bodily or mental injury or disease of a partners or director arising out of their work for you and caused by an employee or another partner or director of yours;
- legal costs to defend you if any government or any administrative or regulatory body brings a criminal action against you in relation to a claim;
- legal fees to represent you at any Coroner's inquest or fatal accident enquiry in respect of any death relating to an actual or potential claim;
- your employees' judgments for bodily injury which remain outstanding against any defendant for six months, provided that the injury arose out of their work for you, we would have covered your liability if you had caused the injury, and the judgment is assigned to us.

Significant or unusual exclusions and limitations

We will not pay for claims arising from any:

- deliberate or reckless act committed or condoned by you;
- bodily injury occurring offshore;
- bodily injury suffered where motor insurance is compulsory;
- bodily injury to any person supplied by you to a client under contract.

This insurance complies with the compulsory cover that you are required by law to have. You must repay all payments we are required to make under the legal provisions governing compulsory insurance of liability to employees, which we would not have been liable to pay under this section of the policy in the absence of such law.

Please read the policy for details of its terms in full.

Hiscox Insurance
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Insured property insurance

Policy summary
Policy wording ref: WD-HSP-UK-CPWA-PYD(1) 19886 04/19

Key benefits: what risks are you protected against?

Insured property insurance protects you when property owned by you is accidentally damaged. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will also pay the following;

- costs incurred to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water occurring during the period of insurance;
- costs incurred to restore gardens and landscaped grounds following damage by fire, lightning, explosion, theft, vandalism or collision or impact by a vehicle or aircraft or by falling trees, branches, lampposts, telegraph poles or pylons:
- costs incurred as a result of breakage or scratching of glass including temporary boarding up, repair of frames and replacement lettering, other ornamental work and alarm foil on glass;
- costs to replace the locks and keys of the insured premises following the loss of keys held on your person, at your private residence or on your authorised representative;
- the reasonable costs of alternative accommodation for your tenant while the insured premises are unusable following damage;
- rent you cannot legally recover from your tenant while the insured premises is unusable following damage;
- the reasonable costs you incur in re-letting the insured premises if your tenant does not return following insured damage;
- the costs incurred to remove rubbish and waste materials which have been illegally deposited at the insured premises
- damage to personal effects within a building at the insured premises;
- damage to contents temporarily moved to other premises occupied by you;
- damage to contract works at the insured premises unless caused by fire, lightning, earthquake, explosion, storm, flood, escape of water from any storage tank, equipment or piping, impact by aircraft or falling arial device and riot or civil commotion;
- the cost of clearing building debris from the site as a result of insured damage.

Up to the amounts shown in the policy schedule.

Significant or unusual exclusions and limitations

You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.

If you use any deep fat frying apparatus at the insured premises, you must ensure that all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days and all extraction ducts are cleaned at least once every six months. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

We will not pay for losses caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- chewing, scratching, tearing, denting, vomiting or fouling by pets;
- settlement or bedding down of new structures;
- subsidence unless the walls of the main building are physically damaged at the same time and by the same cause;
- storm, flood to gates or fences or falling trees, branches, lampposts, telegraph poles or pylons, to greenhouses, sheds, gazebos, pergolas, arbours, hedges, gates or fences unless the main building is physically damaged at the same time and by the same cause.

We will not pay for:

- the cost of maintenance or routine decoration;
- unexplained loss or disappearance or inventory shortage
- losses caused by building work where the estimated cost of such work is more than £250,000, unless you tell us at least 30 days before the work starts and comply with any additional requirements we impose.

Please read the policy for details of terms in full.

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Property − business interruption insurance

Policy summary
Policy wording ref: WD-HSP-UK-CPWA-PYI(1) 19902 04/19

Key benefits: what risks are you protected against?

Business interruption insurance protects you for loss of rental income, ground rent and property management fees when your property cannot be occupied by your tenants due to unforeseen circumstances. We will also pay for the costs and expenses incurred by you to minimise the loss of rental income. We will pay the loss of rental income up to the amounts and time period selected, or where you are covered on a first loss basis the amount, shown in the schedule. Please check your schedule for the level of cover selected.

We will pay loss of rental income caused by:

- insured damage to your property;
- insured damage to your property which results in the termination or delay in completion of any lease to an undamaged part of the property;
- physical damage in the vicinity of your property which prevents or hinders access to the premises;
- failure in the supply of water, gas, electricity, telecommunications or internet services for more than 24 hours as a result of damage to the service provider's premises, the terminal feed or underground cables, unless the damage is caused by flood or earth movement;
- the tenant's inability to use your property due to restrictions imposed by a public authority;
- insured damage to your managing agents property;
- insured damage to property in the vicinity of your property, not caused by storm or flood, which results in a reduction of customers to your property;
- the tenants inability to use or access your property due to it being unlawfully occupied by third parties for more than 12 hours.

In addition we will pay:

- the loss of rental income or the additional interest payable on capital borrowed and investment interest lost where the sale of your property is cancelled or delayed as a result of insured damage.

Significant or unusual exclusions and limitations

You must keep a record of all amounts owed to you and keep a copy of the record away from the your property, otherwise we may reduce any payment we may make by an amount equal to the detriment we have suffered.

Where the damage relates to a property you own we will not make any payment unless we have paid your property damage claim, or admitted liability under the Insured Property section of this policy.

We will not pay for:

- permanent discontinuance of your activities as a property owner or appointment of a liquidator or receiver;

Please read the policy for details of terms in full.

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Terrorism extension

Policy summary
Policy wording ref: WD-HSP-UK-CPWA-TER(1) 19903 04/19

Key benefits: what risks are you protected against?

Terrorism insurance protects you when any of your property which is insured under a property section of your Hiscox policy is damaged by a terrorist act. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will pay to repair or replace items following damage provided that:

- the property is located in England, Wales or Scotland;
- the terrorist act has been certified as such by Her Majesty's Government or Her Majesty's Treasury.

If you have also purchased cover under the Business interruption section of your Hiscox policy, we will also pay for your financial losses resulting from an interruption to your business due to damage to your property by a terrorist act.

Significant or unusual exclusions and limitations

We will not make any payment unless you maintain cover for terrorist acts on all property within England, Wales and Scotland which is owned by you, including any property which is not insured by Hiscox.

We will not pay for:

- damage caused by war, riot or civil commotion;
- damage to any property which is covered by any form of transit, marine or aviation insurance policy, however this does not include any transit cover provided under any property section of your Hiscox policy.

Please read the policy for details of terms in full.

Management liability − directors and officers' liability insurance

Policy summary
Policy wording ref: WD-HSP-UK-CPWA-DO(1) 19905 04/19

Key benefits: what risks are you protected against?

Directors and officers' liability insurance covers your directors, officers, employees and other insured persons for investigations and claims made against them as individuals during the period of insurance as a result of the performance of their duties for you. We will pay up to the limit of indemnity shown in the policy schedule, including the legal costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- bodily injury or damage to property, including claims and investigations under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- the misuse of data, including a breach of any data protection legislation.

We will also pay:

- the costs to reduce the likelihood or consequence of an investigation;
- the costs incurred to make a compulsory notification to an official body;
- for costs over and above the limit of indemnity where that limit has been used up by another insured person.

In certain circumstances, an extended notification period of up to six years can be purchased for an additional premium. This would cover insured persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations

We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act by an insured person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising from any requirement to clean up any pollution;
- arising from any public offering of your securities, other than a failed public offering of your securities;;
- following any acquisition, merger or take-over of you;
- brought by any injured party for bodily injury or property damage, other than defence costs.

Please read the policy for details of terms in full.

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Crisis containment

Policy summary
Policy wording ref: WD-HSP-UK-CPWA- CRI(1) 19904 04/19

Your cover in a nutshell

Crisis containment insurance covers you for the costs of engaging the services of a public relations crisis specialist in relation to a covered claim under any section of your Hiscox policy, unless specifically excluded.

Key benefits: what risks are you protected against?

- The costs incurred with our consent in utilising the services of the crisis containment provider named in the schedule, to limit or mitigate the impact to you of a crisis resulting from a covered claim under your Hiscox policy.
- In an emergency we will pay for costs incurred outside working hours without our consent, which mitigates the impact of a crisis, up to the amount shown in the policy schedule.

Significant or unusual exclusions and limitations

- The crisis must relate to a valid claim under a Hiscox policy you hold for this cover to take effect.
- We don't pay claims for any crisis relating to any employment claim under any management liability section.

We also don't pay for crisis containment costs unless:

- you notify us of the crisis immediately by telephone, using the number stated in the schedule;
- you co-operate fully with us and the crisis containment provider managing the crisis.

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In the event of a claim

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

Claims service

It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fair, efficient and sensible claims service. We offer you access to experienced and dedicated claims handlers as well as experts including legal teams, loss adjusters and disaster management companies. Hiscox aims to handle claims quickly and efficiently, while minimising any disruption to you.

You must notify us of anything likely to lead to a claim under this policy. If you need to notify us of anything, please contact our experienced claims team on 0800 247 1902, 8:30am to 5:30pm Monday to Friday or email claims@hiscox.co.uk.

Under insurance

Where the amount insured in respect of any item or potential loss covered under any section of this policy is based upon estimates provided by you of the total value of such item or the total potential loss and we discover that the estimate provided is less than the actual value or full potential loss, we may reduce any payment we make by reference to the difference (in percentage terms) between the premium you were actually charged and the premium we would have charged if you had provided an accurate declaration.

Any questions or complaints?

If ever you're unhappy about anything we do, or fail to do, please contact our customer services team as follows:

Telephone:	+44 (0)800 116 4627 or +44 (0)1904 681 198
Address:	Hiscox Customer Relations The Hiscox Building Peasholme Green York YO1 7PR United Kingdom
Email:	customer.relations@hiscox.com

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address:	Financial Ombudsman Service Exchange Tower London E14 9SR
Telephone:	0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom
Email:	complaint.info@financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in the schedule.

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).

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