



# Property Owners'

## Insurance Summary

WILLOW

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WILLOW is a trading style of ARO Underwriting Group Ltd, who are authorised to underwrite and administer this policy on behalf of Amlin UK Limited.

Aro Underwriting Group Limited, registered address: Sackville House, 55 Buckhurst Avenue, Sevenoaks, TN13 1LZ, are an appointed representative of Ambant Underwriting Services Limited, a company which is authorised and regulated by the Financial Conduct Authority under registration number 597301 to carry on insurance mediation activities.

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## About this document

This summary of cover has been prepared to help you to:

- Decide whether this product will meet your needs
- Compare this product with other products you may be considering.

It sets out a summary of the policy, including significant features & benefits as well as significant & unusual exclusions or limitations.

**Please note that this is only a summary and does not contain the full terms and conditions of the insurance contract which can be found in the policy wording, your schedule and any attaching endorsements.**

## About us

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Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of MS Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

## Information about your business

You will need to provide us with information about your business, which must be a fair presentation of facts. We will rely on this information when deciding whether we can insure your business and what terms, conditions and premium are appropriate. Once the policy has started you will still need to tell us if you find that any of the information is incorrect or if it changes at any time during the period of insurance.

## Type of insurance and cover

This property owners' insurance policy provides the following cover if the relevant section is shown as insured on your schedule:

- Property damage - we will pay for damage to your property following an insured event.
- Rental income protection - we will pay for interruption to your business following damage to your buildings or other property caused by an insured cover.
- Property owners' liability – we will cover your costs and expenses and legal liability to pay compensation to any person suffering accidental injury or accidental loss of or damage to material property.
- Employers' liability - we will cover your costs and expenses legal liability to pay compensation in respect of injury to employees.

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- Prosecution defence costs – we will pay for your costs and expenses in respect of the defence of any criminal proceedings brought against you in respect of any applicable legislation plus any prosecution costs awarded against you and costs and expenses incurred for your legal representation at an inquiry ordered under any applicable legislation.

The actual cover provided is shown in your Quotation, Policy Schedule & Wording.

## Significant Features & Benefits

### Important!

#### Index linking (if shown as applying in your schedule)

Index linking applies to the sums insured under section 1 of your policy, as shown in your schedule. This means the sums insured are automatically adjusted in line with the general rises in cost. By having index linked sums insured it gives you some inbuilt protection against the effects of inflation.

#### Average

Average will be applied under this policy. This means that in the event of a claim the total of the declared value of all buildings (or landlord's contents) insured is less than the amount you have insured them for then the amount we will pay will be reduced by the same proportion as the amount of underinsurance.

For example, if you advise us that the declared value is GBP80,000 but in the event of a claim we establish that it is actually GBP100,000 you have underinsured by 20%. If your claim is for an amount of GBP40,000 we will pay you 20% less than that amount, i.e. GBP32,000 (subject to the application of any excess).

For guidance in checking the adequacy of your sums insured please refer to The Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors (RICS) – their website is <https://abi.bcis.co.uk>.

**Inflation provision (day one basis)** – Extension of cover 19. under section 1 requests that you notify us of the declared value of the property insured for each item at the beginning of the period of insurance. The declared value is the value you arrive at when considering the potential cost of rebuilding or replacing property lost, destroyed or damaged with allowance made for professional fees, debris removal costs and any additional costs to comply with public authority requirements (ignoring any inflationary factors).

Day one basis of reinstatement means that the sum insured is declared as at the first day of the period of insurance and an inflation provision of 30% is then applied to reflect the effect of inflation. For example you may have a declared value of GBP100,000 and a sum insured of GBP130,000.

### Significant general conditions

- Unoccupied property notification.
- Security of unoccupied buildings.
- Changes in circumstances or alteration to risk.

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## Section 1 - Property Damage – optional cover

Significant features and policy limits	Automatically included?
Trace and access £2,500 any one loss or £25,000 in total in any one period of insurance.	✓
Damage caused by tenants and their guests £2,500 any one loss.	✓
Removal of nests £500 any one loss.	✓
Replacement locks £5,000 any one loss.	✓
Fly tipping £2,500 any one loss.	✓
Fire extinguishing expenses £25,000 any one loss.	✓
Rent of residential buildings 30% of damaged building sum insured.	✓

### Significant exclusions

- Damage to buildings which are empty for longer than 60 days.
- Damage caused by corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
- Damage to property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
- Any amounts recoverable by you from a tenancy deposit.
- Damage which happens or develops gradually.

### Significant conditions

- Security requirements.

## Section 2 – Rental income protection – optional cover

Significant features	Automatically included?
Contingency rent cover.	✓
Cost of re-letting following an incident.	✓
Loss of investment income on late payment of rent as a result of damage.	✓
Damage to managing agents' premises which results in a reduction in rent receivable.	✓
If at the time of an incident there is a rent free concession under the lease terms the indemnity period will be adjusted to include that rent free period.	✓
Loss due to prevention of access because of unlawful occupation.	✓

### Significant exclusions

- Losses excluded under the Property Damage section.

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### Section 3 – Liability of others – Property owners’ liability – optional cover

Significant features	Automatically included?
Environmental statutory clean-up costs £1,000,000.	✓
Leased premises.	✓
Libel and slander £250,000.	✓
Terrorism £5,000,000.	✓

Significant exclusions
<ul style="list-style-type: none"> <li>• Gradual pollution.</li> <li>• Fines liquidated damages or penalties.</li> </ul>

### Data Protection & Privacy Cover

Significant features	Automatically included?
£250,000 in total in any one period of insurance on a claims made basis.	✓

### Section 4 – Liability of others – Employers’ liability – optional cover

Significant features	Automatically included?
Contractual liability.	✓
Cross liabilities.	✓
Injury to partners or proprietors.	✓
Terrorism £5,000,000	✓
Asbestos £5,000,000	✓

Significant exclusions
<ul style="list-style-type: none"> <li>• Liability for bodily injury to an employee in circumstances where compulsory insurance or security is required by Road Traffic Acts.</li> <li>• Fines and penalties.</li> <li>• Liability arising off-shore.</li> </ul>

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## Prosecution defence costs applicable to sections 3 and 4

Covers	Automatically included?
<p>Costs and expenses in respect of criminal proceedings brought against you under any applicable legislation.</p> <p>Applicable legislation being:</p> <ul style="list-style-type: none"> <li>a) Health and Safety at Work etc. Act 1974 including the Control of Substances Hazardous to Health Regulations 2002 concerning the risk from exposure to legionella;</li> <li>b) Management of Health and Safety at Work Regulations 1999;</li> <li>c) Corporate Manslaughter and Corporate Homicide Act 2007;</li> <li>d) Health and Safety Inquiries (Procedure) Regulations 1975;</li> <li>e) Protection from Harassment Act 1997,</li> </ul> <p>or similar legislation in force in the territorial limits; and</p> <ul style="list-style-type: none"> <li>f) Part II of the Consumer Protection Act 1987 and Part II of the Food Safety Act 1990.</li> </ul>	✓
Prosecution costs awarded against you.	✓
Costs and expenses for legal representation at any inquiry under an applicable legislation.	✓
Covers appeals against improvement and prohibition notices incurred with our consent.	✓

### Main exclusions

\* costs and expenses incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability you may have to pay damages.

\* Fines and penalties.

## General information

### Endorsements

This policy may contain endorsements which enhance or restrict the standard policy coverage. These endorsements are listed in the policy schedule and it is important you read them carefully and raise any queries with your insurance broker. Failure to comply with the terms of an endorsement could result in a claim being declined.

### **Changes in your circumstances**

It's important you let us know as soon as possible if your circumstances change either before the start date of your policy or during the period of cover. Examples of changes we need to know about include:

- if you need to increase or decrease any sums insured you have declared to us, or
- there is a change to the business you undertake that we do not know about, or
- you move premises or make alterations to the premises you occupy or
- the security and fire protections you have declared to us change;

If you don't tell us, we may reject a claim or reduce the amount of payment we make.

### **Period of Insurance**

The policy will remain in force for 12 months from date of commencement, unless shown differently on your quotation or policy schedule. You will be given at least 21 days' notice of the annual expiration date of the policy of the renewal terms.

### **How to make a Claim**

If you need to notify us of a claim or of any circumstances or incident which may cause a claim you should contact us on 0845 600 3174.

In some cases all or part of your claim may be handled on our behalf by one of our trusted partners. You can rest assured that we will strive to ensure you are provided with exceptional service from MS Amlin and our trusted partners.

### **Cancellation Rights**

This insurance has a cooling off period of 14 days. If you wish to cancel and the insurance cover has not yet started, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel and the insurance cover has already started, provided you have not made a claim, you will be entitled to a refund of the premium paid, less a proportional deduction for the time we have provided cover.

For cancellation outside of the statutory cooling off period you can cancel this insurance at any time by writing (by e-mail, fax or letter) to your insurance agent.

If this insurance is cancelled then, provided you have not made a claim and there hasn't been an incident that could give rise to a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for 6 months, the deduction for the time you have been covered will be half the annual premium.

We may cancel this policy where there is valid reason by giving you 30 days' notice in writing to your last known address, examples of valid reasons are set out in your policy wording. Any return premium due will depend on there being no claims made.

### **Compensation**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstance of your claim. Further information about the scheme is available from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10<sup>th</sup> Floor Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

## Complaints

WILLOW's aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times WILLOW are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact WILLOW or your broker where applicable. In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time. Making a complaint does not affect any of your legal rights.

WILLOW's contact details are:

**Post:** Ian Page, Director, Aro Underwriting Group Ltd, Sackville House, 55 Buckhurst Avenue, Sevenoaks, TN13 1LZ

**Telephone:** 01732 783576.

**E-mail:** [ian.page@aro-underwriting.com](mailto:ian.page@aro-underwriting.com)

**Website:** [www.aro-underwriting.com](http://www.aro-underwriting.com)

If for any reason WILLOW are unable to resolve your complaint you may refer it to Lloyd's and subsequently to the UK Financial Ombudsman Service (if you are an eligible business) and full details will be provided at each stage of the process. Further details can be found in "How to make a complaint" in the policy wording.