

# Property Owners Policy

## Important Notice to Policyholder (applicable from the Effective Date shown on your Renewal Schedule)

We continually review Our product offerings in Our aim to ensure the cover provided is competitive in an ever-changing market. We have reissued Your policy wording to reflect changes to the cover. This notice is to advise You of the important updates.

The changes, summarised below, take effect from the renewal date. Please note that these changes may apply to aspects of the policy of insurance for which cover has not been provided. Please therefore read all Policy documentation carefully as this will confirm the cover provided. Please contact Your broker, intermediary or Agent, should You have any questions.

### Your policy wording and documentation changes are summarised as follows:

#### Business Advice Services Section

- **Eurolaw Commercial Legal and UK Tax Advice** -

clarification advice is by telephone and in respect of legal problems affecting the business

- **Counselling Helpline** -

their family is amended to read 'their immediate family who permanently live with them aged 18 or over and to 16 and 17 year olds provided they are in full-time employment. Calls may be recorded.

- **Health and Medical Assistance Helpline** - amended 'qualified nurse' to 'a medically qualified person'.

- **Employment Manual** address updated and option to be notified when it is updated.

- **Emergency Glazing & Security Assistance Helpline**

This is no longer supplied by Glassolutions and is now provided by one of Our approved supplier panel. The contact number will remain the same and calls may be recorded.

#### General Definitions

- **Reinstatement Basis:**

Special Condition ii is deleted to remove reference to underinsurance.

- **Vacant or Disused:**

increased to 90 consecutive days.

#### Policy Endorsement

- **Endorsement PG12P: Increased Escape of Water Excess:**

This has been removed, if this was previously shown on Your Policy Schedule the Escape of Water Excess will be restated in Your Policy Schedule. Please refer to the 'Excess is amended' headings.

#### Section 1: The Structure

Following Extensions are amended:

- **4: Fees** - managing agents fees included with Our consent.
- **7: Damage by Emergency Services** - the limit any one claim is increased to £50,000.
- **9: Trace and Access** - the limit any one claim is increased to £50,000.
- **10: Subrogation Waiver** - is extended to the property manager of Your Building.
- **17: Metered Water and Heating Oil** - limit £25,000 per claim.
- **19: Alternative Accommodation Costs** - indemnity period is increased to 36 months and Our liability will not exceed 20% of the Building Sum Insured. This Extension is no longer applicable to commercial premises.
- **21: Removal of Nests** - the limit any one claim is increased to £2,500.

Following Extensions are added:

- **27: Theft and Malicious Damage by Tenants** - Up to £10,000 any one claim. This Extension does not include Damage resulting from the illegal cultivation of drugs.
- **28: Emergency Access** - Damage caused by the police in accessing the Building subject to a maximum of £5,000 in any one period of insurance.
- **29: Archaeological Discoveries** - up to £50,000 any one occurrence.
- **30: Obsolete Building Materials**
- **31 Reinstatement to Match**
- **32: Illegal Cultivation of Drugs** - includes Damage by the Police to access the building up to £5,000 in one Period of Insurance.
- **33 Involuntary Betterment**
- **34 Gardening Equipment** - up to £10,000 any one claim.
- **35: Tree Felling or Lopping** - the limit any one period of insurance is £2,500.
- **36: Removal of Vermin**
- **37: Seventy-Two Hours Clause**
- **38: Inadvertent Omission to Insure** - up to £500,000 in the aggregate during any Period of Insurance.
- **39: Newly Acquired/Newly Completed Redeveloped or Refurbished Properties** - limit £500,000 any one premise
- **40: Debris Recycling Costs** - up to 25% of the costs and expenses incurred in removal of debris.
- **41: Energy Performance and Sustainable Buildings** - limit £50,000 any one claim.
- **42: Third Party Failure to Insure** - up to £1,000,000 any one premises including any payment under Section 4: Rent Receivable.

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### Section 1: The Structure (contd.)

- 43: Incombustible Reinstatement
- 44: Loss Minimisation - limit £25,000 in total for all claims or series of claims, arising out of any one original cause.
- 45: Preservation of Undamaged Property
- 46: Privity of Contract - limit £2,000,000 any one premises including any payment under Section 4: Rent Receivable.

#### Condition 6 Excess is amended:

Contingency 10 (Escape of Water) is added to the Excess Condition and will appear on Your Policy Schedule as a separate Excess. The Escape of Water Excess restated on Your Policy Schedule will apply unless the Schedule already shows an Endorsement where the Excess for Contingency 10 Escape of Water is higher.

### Section 2: Landlords Contents

#### Following Extensions are amended:

- 1: Temporary Removal - the maximum amount payable increased to £50,000.
- 5: Alternative Accommodation Costs - the indemnity period is increased to 36 months. This Extension is no longer applicable to commercial premises.

#### Following Extensions are added:

- 6: Theft and Malicious Damage by Tenants - Up to £10,000 any one claim. This Extension does not include Damage resulting from the illegal cultivation of drugs.
- 7: Documents - up to £25,000 any one loss.
- 8: Seventy-Two Hours Clause

#### Condition 5 Excess is amended:

Contingency 10 (Escape of Water) is added to the Excess Condition and will appear on Your Policy Schedule as a separate Excess. The Escape of Water Excess restated on Your Policy Schedule will apply unless the Schedule already shows an Endorsement where the Excess for Contingency 10 Escape of Water is higher.

### Section 3: Public Liability

- Territorial Limits:  
Business outside the United Kingdom, the Channel Islands and the Isle of Man is restricted to the performance of non-manual work.

#### Following Extension is amended:

4: Compensation for Court Attendance - increased to £750 per day of attendance for You, Your directors or partners.

#### Following Extension is deleted:

- 10: Data Protection Act 1998

#### Following Extension is re-numbered and amended:

- 10: Corporate Manslaughter and Corporate Homicide Act 2007 - maximum limit of indemnity is that shown on Your Schedule for Public Liability.

#### Following Extensions are added:

- 11: Environmental Statutory Clean Up Costs - maximum payable in the aggregate in any one period of insurance is £100,000.
- 12: Leased or Rented Premises
- 13: Legionellosis - maximum payable in the aggregate in any one period of insurance is £100,000. We will not be liable for the first £2,500 or 10% of each and every claim whichever is the greater.
- 14: Data Protection Legislation 2018 - Updated following the Data Protection Regulations 2018. The maximum We will pay out in compensation, costs and expenses is £1,000,000 in any one Period of Insurance.

### Section 4: Rent Receivable

Cover amended to include the costs and expenses in re-letting the Premises following Damage.

#### Following Extension is deleted:

- 5: Public Utilities

#### Following Extensions are re-numbered as

- 3: Loss of Book debts
- 4: Professional Accountants Charges
- 5: Automatic Rent Review
- 7: Contingency Rent Extensions for Landlords Protection
- 8: Loss of Attraction

#### Following Extension is re-numbered and amended:

- 6: Waiver of Subrogation Rights - is extended to the property manager of Your Building.

#### Following Extensions are added:

- 9: Third Party Failure to Insure - up to £1,000,000 any one premises including any payment under Section 1: The Structure.

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### Section 4: Rent Receivable (contd.)

- **10: Privity of Contract** - up to £2,000,000 any one premises including any payment under Section 1: The Structure.
- **11: Loss of Investment Income on Late Payment of Rent**

Following Condition is added:

- **6: Buildings Awaiting Sale.**

### Section 6: Employers Liability

- **Territorial Limits:**  
Business outside the United Kingdom, the Channel Islands and the Isle of Man is restricted to the performance of non-manual work.

Following Extension is added:

- **2: Cross Liabilities**

Following Extensions are amended:

- **6: Compensation for Court Attendance** - increased to £750 per day of attendance for You, Your directors or partners.
- **7: Corporate Manslaughter and Corporate Homicide Act 2007** - maximum limit of indemnity is that stated on Your Schedule for Public Liability.

### Section 8: Commercial Legal Expenses

Following Definitions are amended:

- **Costs and Expenses** updated to 'All reasonable, proportionate and necessary costs'.
- **Countries Covered** updated to include 'The United Kingdom of Great Britain and Northern Ireland' under Insured Incidents B Legal Defence (excluding 5 Statutory Notice Appeals), and H Personal Injury.
- **DAS Standard Terms of Appointment**
- **Date of Occurrence** point **a** is updated and 'other than under insured Incident I Tax Protection' is deleted and replaced with 'other than as specified under point **c** to point **e** below which covers Insured Incident C Statutory Licence Appeal, Insured Incident I, Tax Protection and Insured Incident B, Legal Defence 5, Statutory Notice Appeals.
- **Insured Person**
- **Preferred Law Firm**
- **Reasonable Prospects**
- The Premises is amended to '**Let Property**'
- VAT Dispute is amended to '**Value Added Tax (VAT) Dispute**
- **Making a Claim**

Following Definitions are added:

- **Holiday Home**
- **Insured Incident**
- **Short Term Let**

Cover is amended from 'the Insured Person' to 'You (or where specified, the Insured Person)'.

What We Will Pay is amended:

- The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause for Costs and Expenses and compensation awards is £250,000.
- The total of all compensation awards under Insured Incident A Employment Disputes and 2 Compensation Awards in any one period of insurance shall not exceed £1,000,000.
- In respect of Insured incident B Legal Defence 6 Jury Service payment for the Insured Person is amended from 'absent from work' to 'attending court or tribunal'.

What We will not pay is amended:

- We will not pay the VAT element of any Costs and Expenses if the Insured is registered for VAT.
- We will not pay any Costs and Expenses under Insured Incidents J. Commercial and Residential Leased or Let Property and K. Rent Arrears arising from the use of the Premises as a Holiday Home and/or Short Term Let.

Insured Incidents have been updated:

#### A Employment Disputes and Compensation Awards

- Exclusions amended to include 'dispute relating directly to the same matter which gave rise to that warning', 'employee internal disciplinary or grievance procedures' and 'pursuing Your legal rights'.

- 2 Compensation Awards cover amended to cover 'compensation or damages' and updated contact number 0345 878 5024 with Exclusion point 2 deletion 'of employment or a statutory provision' requirement under a contract.

- 3 Employee Civil Legal Defence wording updated.

- 4 Service Occupancy wording updated.

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### Section 8: Commercial Legal Expenses (contd.)

#### B Legal Defence

- **1 Criminal Pre-proceedings:** Cover amended to claims relating to the Health and Safety at Work Act 1974 and the Territorial Limits where the Act applies. Cover is for criminal investigations and/or prosecutions arising directly in connection with the business activities.
- **Exclusions** amended to not covering 'prosecutions due to infringement of road traffic laws' to not covering 'investigations due to alleged infringement of road traffic laws'
- **2 Criminal Prosecution Defence:** Exclusion amended to include 'alleged' infringement of road traffic laws.
- **3 Data Protection** wording and Exclusion updated.
- **6 Jury Service and Court Attendance:** wording amended and new Exclusion added to exclude claims where the loss cannot be proved.

#### C Statutory Licence Appeal

Exclusions wording updated.

#### D Contract Disputes

- Cover amended to pay Costs and Expenses in a contractual dispute.
- Exclusions wording updated.

#### E Tenancy Disputes

- Cover amended to pay Costs and Expenses.
- Exclusions wording updated.

#### F Debt Recovery

- Cover amended to pay Costs and Expenses.
- wording updated to include 'unless equivalent legal expenses insurance was continuously in force immediately prior to the start of cover'.
- Exclusions wording updated.

#### G Property Protection

- Cover amended to pay Costs and Expenses and a dispute to physical property.
- Exclusions wording updated.
- and a requirement that there be reasonable prospects of establishing legal ownership to the physical property which is the subject of the dispute.

#### J Commercial and Residential Leased or Let Property

- elements **a to d** wording updated.
- excludes any dispute arising from the use of the property as a Holiday home or Short Term Let.

#### K Rent Arrears

- wording updated to include 'unless equivalent legal expenses insurance was continuously in force immediately prior to the start of cover'.
- any dispute arising from the use of the property as a Holiday home or Short Term Let is excluded
- Removal of point 2 ii requiring a detailed inventory and photographs.

What is not covered wordings updated.

#### General Exclusions - wordings updated

**Exclusion 1 Late reported claims** - wording updated.

**Exclusion 2 Costs DAS have not agreed** - wording updated to remove 'written' and amended to 'expressed'.

**Exclusion 6 Deliberate acts** - amended to **Wilful acts** and wording updated.

**Exclusion 8 A dispute with DAS** - wording updated.

**Exclusion 10 Judicial review** - amended to **Judicial review, coroner's inquest or fatal accident inquiry**.

**Exclusion 13 Litigant in person** - wording updated

#### Conditions - wordings updated

**Condition 1 Your representation** - wording updated

**Condition 2 Your responsibilities** amended to a 'condition precedent'

**Condition 3 Offers to settle a claim** - wording updated

**Condition 6 Withdrawing cover** amended to clarify that 'if during the course of a claim, Reasonable Prospects no longer exist the cover provided will end'.

**Condition 7 Expert opinion** - wording updated

**Condition 8 Arbitration** - wording updated

Following Condition is added:

Condition 11 Applicable Law

**Data Protection** - wording updated to reflect changes as per Data Protection Act 2018 and address of DAS privacy statement for full information of how your data will be processed.

**How to make a complaint** - wording updated.

**DAS Head and Registered Office** - wording updated.

**Financial Services Compensation Scheme** - wording updated.

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### Section 9: Terrorism

#### The following Exclusions are amended:

The Cyber exclusion is reworded. Cover is now provided for certain losses caused by remote digital interference (cyber terrorism). It is also updated to include nation state exclusion.

#### The following Definitions are amended:

- **Cover:**

is amended to provide Business Interruption cover following an Act of Terrorism resulting in an identifiable reduction in Your Business although there is no damage to or destruction of Your Property.

- **Denial of Service Attack:**

is updated to include reference to performance, Computer Systems and procurement of such actions or instructions by other Computer Systems.

- **Phishing**

Is updated to include reference to Data.

- **Private Individual**

updated to include reference to beneficiary, executor and premises owned by any such person.

- **Virus or Similar Mechanism**

updated to include reference to: purpose, interference, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data, operations, whether involving self replication or not. Exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

#### Following Definitions are added:

- Computer Systems
- Covered Loss
- Data
- Event
- Head of Cover

#### Following Definitions are deleted:

- Property Insured

### Optional Extensions

#### Following Extension is amended:

- **1: Day One Extension.** Deleted reference to proportional remedy in respect of underinsurance.