

# PROPERTIES

Policy Summary

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# Your RSA Properties Policy is an annual contract which may be renewed each year subject to your needs and our terms and conditions.

Your policy includes the following covers as standard:

- Property Damage Insurance:
  - Buildings
  - Rent
- Liabilities Insurance:
  - Employers' Liability
  - Public Liability
  - Legal Defence Costs
  - Legionellosis Liability

You can select the cover you want from the following options:

- Legal Liabilities to Employees Insurance
- Terrorism

Full details of what you have chosen will be shown in your Summary of Insurance.

The tables in this Summary provide a summary of the main Policy features and benefits and any significant exclusions or limits that you should check on your Summary of Insurance.

Cover is based on the insurable value of the property and if the values you declare are less than the full amount your claim may be reduced.

For full Policy details, terms and conditions please read your Policy Wording in conjunction with your Statement of Fact and Summary of Insurance.

# Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Law applicable to the Policy
- Complaints Procedure
- Our complaints process
- Customer Relations Contact Details
- What to do if you are still not satisfied

# Table I Standard Features and Benefits

The following covers will automatically be included in your Policy.

This summary is not exhaustive. Some specific causes of damage will be excluded, specific property may be excluded and some cover will be subject to specific limits.

Your Contribution in the event of a claim will be shown in your Summary of Insurance.

| Features and Benefits   | Significant Exclusions or Limitations   | Policy Section                                    |  |  |
|---|---|---|--|--|
| <b>Property Damage Insurance</b><br>Your Buildings and Rent received are covered against the following standard risks.  |   |   |  |  |
| <ul> <li>Loss or Damage caused by:</li> <li>Fire, Lightning, Explosion, Aircraft, Earthquake.</li> <li>Riot, Civil Commotion, Malicious Damage.</li> <li>Storm, Flood, Escape of Water or Oil.</li> <li>Impact.</li> <li>Theft or attempted Theft and, unless specifically excluded in your Schedule.</li> <li>Subsidence, Ground Heave or Landslip.</li> <li>Accidental Damage.</li> </ul> | <ul> <li>Please see 'What is not covered' in your<br/>Policy Wording.</li> <li>Cover excludes Terrorism.</li> <li>Security and Inspection conditions apply to<br/>any Buildings that are unoccupied.</li> </ul> | Property<br>Damage<br>Insurance                   |  |  |
| Buildings<br>The following will automatically be included in your Policy:   |   |   |  |  |
| <ul> <li>Cover in respect of Buildings includes:</li> <li>Fixtures and fittings, fixed glass, fitted carpets.</li> <li>Furnishings and other contents in common parts of the Building.</li> <li>Car parks, roads, pavements, footpaths, walls, gates, fences, and landscaping.</li> <li>Service pipes and cables.</li> </ul>  |   | Definitions<br>–Words<br>with special<br>meanings |  |  |
| <ul> <li>Extensions in cover include:</li> <li>Extinguishment and alarm setting costs.</li> <li>Glazing repairs.</li> <li>Cost of replacing locks following theft of keys.</li> <li>Cost incurred in repairing landscaping as a result of damage.</li> </ul>  | <ul> <li>Please refer to 'What is not covered' in your<br/>Policy Wording.</li> <li>Limit £1,000 any one loss.*</li> <li>Limit £25,000 any one loss.*</li> </ul>  | Property<br>Damage<br>Insurance                   |  |  |

# Table I Standard Features and Benefits (continued)

| Features and Benefits   | Significant Exclusions or Limitations  | Policy Section                  |  |  |
|---|--|---------------------------------|--|--|
| Buildings (continued)<br>The following will automatically be included in your Policy:   |  |                                 |  |  |
| • Trace and access costs in locating source of escape of water or oil and repairing damage.   | • Limit £25,000 any one event. *   |                                 |  |  |
| Unauthorised use of electricity, gas or water<br>by squatters.  | <ul> <li>Limit £25,000 in any one period of<br/>insurance.*</li> </ul>   |                                 |  |  |
| Loss of gas or metered water:   | <ul> <li>Limit £25,000 in any one period of<br/>insurance. *</li> </ul>  |                                 |  |  |
| • Costs of removing debris following damage.  | <ul> <li>Limit 10% of Buildings Sum Insured or<br/>£250,000, whichever is the lower amount *</li> </ul>  |                                 |  |  |
| • Non-invalidation of cover if alterations to<br>the premises or any increased risk of damage<br>occurs without your knowledge or consent,<br>provided you advise us immediately you<br>become aware of such changes. | * (or as otherwise shown in your Summary of Insurance)   |                                 |  |  |
| <ul> <li>Interests of freeholders, lessees and<br/>mortgagees are automatically included,<br/>provided we are advised of their interest in<br/>the event of a claim.</li> </ul>                                       |  |                                 |  |  |
| Payment of VAT that you are unable to<br>recover which you have incurred in rebuilding<br>or restoring Buildings following damage.  |  |                                 |  |  |
| Inflation Protection  |  | Property                        |  |  |
| Provides an automatic increase in the Buildings<br>value you declare for insurance during the<br>policy period, as shown in your Summary of<br>Insurance.   | If the value you declare is less than the full<br>amount that your Buildings should be insured<br>for, your claim may be reduced.  | Damage<br>Insurance             |  |  |
| <b>Rent</b><br>The following will automatically be included in yo   | ur Policy:   |                                 |  |  |
| Loss of Rent receivable during the Indemnity<br>Period selected as a result of damage to the<br>Buildings.<br>Including additional costs you incur:   | <ul> <li>Please see 'What is not covered' in your<br/>Policy Wording.</li> <li>If the sum insured is less than the full amount<br/>that your Rent should be insured for, your<br/>claim may be reduced.</li> </ul> | Property<br>Damage<br>Insurance |  |  |
| • in re-letting the Buildings.  |  |                                 |  |  |
| • in order to reduce the loss of Rent.<br>The Indemnity Period starts when the damage<br>occurs and ends when you cease to be affected<br>by it, or when the Indemnity Period expires if<br>sooner.                   |  |                                 |  |  |

| Features and Benefits   | Significant Exclusions or Limitations   | Policy Section                                  |  |  |
|---|---|---|--|--|
| Rent (continued)<br>The following will automatically be included in your Policy:  |   |   |  |  |
| <ul> <li>The following extensions of cover are included</li> <li>Loss of Rent resulting from <ul> <li>Prevention of access to the Buildings as a result of damage to property in the immediate area of your premises.</li> <li>Damage at your Managing Agents' premises.</li> </ul> </li> <li>Automatic increase in sum insured if Rent is anticipated to increase as a result of alterations and additions to existing Buildings.</li> </ul> | <ul> <li>Please see 'What is not covered' in your Policy Wording.</li> <li>Limit 10% of the Rent sum insured for the premises or £250,000, whichever is the lower amount.</li> <li>Limit 10% of the Rent sum insured for the premises of £250,000, whichever is the lower amount.</li> <li>Limit 10% of the Rent sum insured for the premises or £50,000, whichever is the lower amount.</li> </ul> | Property<br>Damage<br>Insurance                 |  |  |
| Legal Liabilities to the Public Insurance<br>The following will automatically apply to your Policy:   |   |   |  |  |
| <ul> <li>Legal liability for damages to any person, accidental loss or damage to property.</li> <li>Including costs of legal representation at any coroners' inquests or proceedings in any court arising out of alleged breach of statutory duty that resulted in injury.</li> </ul>   | <ul> <li>Limits of Indemnity apply as shown in your<br/>Summary of Insurance.</li> <li>Please see 'What is not covered' in your<br/>Policy Wording.</li> <li>Cover excludes any Public Liability<br/>in connection with advice, design or<br/>specification provided for a fee.</li> <li>Damage to property means material<br/>property, but does not include electronic<br/>data.</li> </ul>       | Legal Liabilities<br>to the Public<br>Insurance |  |  |
| Legal Defence Costs Insurance<br>The following will automatically apply to your po  | licy:   |   |  |  |
| • Legal costs and expenses in defending<br>proceedings arising from a breach of the<br>Health & Safety at Work Act 1974, the Health<br>& Safety at Work (Northern Ireland) Order<br>1978 or the Consumer Protection Act 1987<br>where there has been no actual injury or<br>damage.   | <ul> <li>Limits of Indemnity apply as shown in your<br/>Summary of Insurance.</li> <li>Please see 'What is not covered' in your<br/>Policy Wording.</li> </ul>  | Legal Defence<br>Costs<br>Insurance             |  |  |

# Table I Standard Features and Benefits (continued)

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| Features and Benefits   | Significant Exclusions or Limitations   | Policy Section                                 |  |  |
|---|---|--|--|--|
| Legionellosis Liability Insurance<br>The following will automatically apply to your policy:   |   |  |  |  |
| <ul> <li>Legal liability for damages to others as a result<br/>of accidental injury to any person caused by<br/>Legionellosis.</li> <li>Including costs of legal representation at<br/>any coroners' inquests or proceedings in<br/>any court arising out of alleged breach of<br/>statutory duty that resulted in injury.</li> </ul> | <ul> <li>Limit of Indemnity applies as shown in your<br/>Summary of Insurance.</li> <li>Please see 'What is not covered' in your<br/>Policy Wording.</li> <li>Excludes any claim not first made to you in<br/>writing within the Period of Insurance and<br/>not notified to us within 30 days of expiry of<br/>the Period of Insurance.</li> </ul> | Legionellosis<br>Liability<br>Insurance        |  |  |
| Legal Liabilities to Employees Insurance<br>You may chose to add Legal Liabilities to Employees Liability. If Legal Liabilities to Employees Insurance is shown as<br>included on your Summary of Insurance, the following covers will apply:   |   |  |  |  |
| <ul> <li>Legal liability for damages to any Person<br/>Employed during the period of insurance.</li> <li>Including costs of legal representation<br/>at coroners' inquests or proceedings in<br/>any court arising out of alleged breach of<br/>statutory duty that resulted in injury.</li> </ul>                                    | • Limits of Indemnity apply as shown in your Summary of Insurance.  | Legal Liabilities<br>to Employees<br>Insurance |  |  |
| Terrorism Insurance<br>You may choose to addTerrorism to the Property Damage Insurance. IfTerrorism is shown as included on your<br>Summary of Insurance, the following covers will apply:  |   |  |  |  |
| • Acts of terrorism in Great Britain  | <ul> <li>Terrorism cover can only be purchased for all your insured property.</li> <li>Cover will be limited to the sums insured you have selected</li> <li>Anything that is not covered under the above mentioned Insurances will not be covered by the equivalent Terrorism cover.</li> </ul>   | Terrorism<br>Insurance                         |  |  |

# Table 2 General Conditions and Exclusions

If there are any changes to your business, the premises or property or any other circumstances that will increase the risk of loss or damage, you must inform us immediately as failure to do so could invalidate your Policy or result in a claim not being paid.

#### General Conditions and Exclusions

- Nuclear Risks, War and Sonic Bangs are excluded.
- Your Contribution to any claim will be detailed on your Summary of Insurance.
- Any limits that apply to your Policy will be detailed in your Summary of Insurance and Policy Wording.
- Security and Inspection Conditions apply to Unoccupied Buildings.

# OTHER IMPORTANT INFORMATION

## Our complaints procedure

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your Quotation or Schedule, as appropriate. They will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint, please contact our Customer Relations Office at the address below.

# Customer Relations Contact Address:

The Head of Compliance RSA Northern Ireland Insurance Ltd Law Society House Victoria Street Belfast BTI 3GN

# What to do if you are still not satisfied

If heycannotresolve thematter to your satisfaction, we will provide you with our final responses of hat you can if you wish, refer the matter to the Financial Ombudsmar Service I fyour makes complaint, your right to legal action against us is not affected.

Financial Ombudsman Service Exchange Tower Harbour Exchange London E14 9SR Tel 0300 123 9 123 or www.financial-omsbudsman.org.uk

### Compensation

RSA Insurance Ireland DAC is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you live. Full details will be provided in your Policy documentation.

# Renewal and cancellation

Shortly before each policy anniversary we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you must tell us before the renewal date.

If you pay by direct debit, we will renew the policy and continue to collect payments unless you tell us, before the renewal date, that you wish to cancel the policy. If you pay by any other method, you must submit a further payment if you wish to renew the policy.

You may cancel your policy at any time by informing us in writing; you will be entitled to a refund of any premiums already paid for the remaining period of insurance if you have not made a claim during the current policy year. We may cancel this policy by giving you at least 14 days notice to your last known address (30 days notice will be given if you pay your premium annually); provided you have not made a claim during the current policy year we will refund any premiums already paid for the remaining period of insurance.

# Who regulates us?

RSA Insurance Ireland DAC is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16 and regulated by the Central Bank of Ireland.

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