

Industrial Property Owners Insurance Policy Summary

About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within Industrial Property Owners. **This summary does not contain the full Policy terms, conditions and exclusions applicable to and governing the insurance contract with you.** These are set out in the **Policy** wording which can be found in the **Policy** booklet. The **Policy** booklet is available on request and should be reviewed periodically. If you are in any doubt as to the suitability of the insurance cover that will be available to you, you should consult your insurance agent before requesting insurance cover. **WE MAY CHANGE OR LIMIT ANY COVER.**

About the Insurer

Industrial Property Owners is underwritten by Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd

Duration of this Insurance

The **Period of Insurance** will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the **Schedule**.

How to Cancel this Insurance

You may cancel this insurance contract provided **you** have not made a claim under such insurance contract and your insurance advisor receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **You** receive full policy documentation.

If **you** are able to and do cancel within such 14 day period, provided **you** have not made a claim, Commercial Express will refund a proportion of any premiums paid subject to an administrative charge.

You can also cancel this insurance contract at any time by writing to your insurance advisor, provided that **You** have not made a claim during the current **Period of Insurance**, we will calculate the proportionate premium for the period **You** have been insured and will refund any balance for any remaining period of cover. If the **Premises** are occupied **We** will retain a minimum time of risk charge of £50.00 plus Insurance Premium Tax and if the **Premises** are **Unoccupied** **We** will retain a minimum time on risk charge of £150.00 plus Insurance Premium Tax. Any fees charged by Commercial Express are non-refundable.

Complaints Procedure

What to do if you have a Complaint - Enquiries and Complaints Procedure

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your** insurance advisor.

CLAIMS ADMINISTRATION ENQUIRIES

If **you** have any questions or concerns about a claim or its administration, **you** should contact Commercial Express Quotes Limited Claims Management Team on telephone number 01732 520288

HOW TO COMPLAIN

Our aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your** insurance advisor.

Please quote **your** policy number in all correspondence so that **your** concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to Commercial Express Quotes Limited Claims Management team.

Their contact details are provided below:

Telephone: **01732 520288**

Alternatively you can ask **your** insurance advisor to refer the matter on for **you**.

Please quote **your** claim reference and policy number in all correspondence so that **your** concerns may be dealt with speedily.

What happens next?

If **your** insurance advisor, Commercial Express Quotes Limited, B1 Custom House, The Waterfront, Level Street, Brierley Hill, West Midlands, DY5 1XH or Channel Syndicate 2015 at Lloyd's is not able to resolve **your** complaint satisfactorily by close of business the 3rd working day following receipt of **your** complaint, they will refer **your** complaint to the Head of Compliance at The Channel Managing Agency Ltd., who will send **you** an acknowledgement letter. If **you** don't receive any acknowledgement letter, or at any time if **you** wish to do so, **you** may contact the Head of Compliance yourself by writing to:

The Channel Managing Agency Ltd.

10 Lime Street

London

EC3M 7AA

Telephone: 0203 817 5070

E-mail: complaints@channel2015.com

We will investigate **your** complaint and will provide **you** with a written response within two weeks of **your** initial complaint. This will either be a final response or a letter informing **you** that **we** need more time for **our** investigation.

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
Fidentia House,
Walter Burke Way,
Chatham Maritime
Kent ME4 4RN

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

If you remain unhappy

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above.

However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: **0300 123 9 123** or **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at www.financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Channel Syndicate 2015 cannot meet its obligations to **You** under this insurance. Further details about the scheme can be obtained from FSCS, PO BOX 300, Mitcheldean, GL17 1DY Tel: 0800 678 100 or 0207 741 4100 or www.fscs.org.uk

Authorisation and Regulation

Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Law Applicable to this Insurance

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed and interpreted in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales.

The Cover Available

We will insure only those sections you request and we agree to insure. Buildings are defined as:

The **building(s)** situate at the address(es) specified in the **Schedule** which include;

- a) fixed glass in windows, doors and skylights but excluding any **Shop Front Windows** unless a **Sum Insured** is stated in the **Schedule**
- b) landlord's fixtures and fittings
- c) annexes, gangways, outbuildings and extensions, tenant's improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let
- d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- e) walls, gates and fences
- f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility
- g) yards, car parks, roads and pavements, forecourts, all constructed of solid materials
- h) landscaping, excluding external ponds and lakes all belonging to **You** or for which **You** are legally responsible.

Landlord's Contents are defined as:

Fixed furniture, fitted carpets, domestic appliances and fixtures belonging to the as owner or for which they are responsible whilst contained in the **Buildings** by this section excluding: -

- a) Any item falling under the definition of **Building(s)**
- b) Household contents and personal possessions
- c) Stock and materials in trade
- d) Building materials
- e) **Property** more specifically insured

Unless otherwise specifically agreed in writing by **Underwriters**.

Key Benefits

Buildings and Landlords Contents (optional) maybe covered for loss or **damage** caused by:

- Fire, explosion, lightning and earthquake
- aircraft or other aerial devices or articles dropped there from
- Riot, civil commotion, strikes, persons taking part in labour disturbances or Malicious persons
- Storm or flood
- Escape of Water or oil from any tank, apparatus or pipe
- Theft or attempted theft
- impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerals but excluding **Damage** arising from the weight of any vehicle
- Subsidence, landslip or heave
- Accidental damage to any cables or underground service pipes servicing the premises

Buildings cover also includes:

- Metered water
- Loss of rent due to you up to 20% of the sum insured for buildings (or as stated in the schedule)
- Professional fees and other Costs
- Index Linking
- Accidental Damage (optional for certain types of tenants)

Contents cover (which is optional) also includes:

- Accidental Damage (optional for certain types of tenants)

Property Owner's Liability

We will pay all sums which you are legally liable to pay as compensation for accidental bodily injury to a person or loss or damage to third party property up to £2,000,000 or as stated in the **Policy** schedule. This can be extended to include occupier's liability on request

Unoccupied Definition

Building(s) that are not **Occupied** or visited by **You** or a tenant thereof for a period in excess of seven days.

Unoccupied Cover

Option 1 – Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, **Subsidence**, landslip and heave. Section 1 Extensions of Theft of Keys, Extinguishment, Alarm Resetting Expenses, **Buildings** – Boarding up of Glass and Property Owners Liability

Option 3 - Fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, **Subsidence**, landslip and heave, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons, earthquake, storm or flood, and impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerals. Section 1 Extensions of Theft of Keys, Extinguishment and Alarm Resetting Expenses, **Buildings** – Boarding up of Glass and property Owners Liability.

Other specific terms, conditions and exclusions apply in respect of unoccupied properties. Please refer to **Policy** wording.

Exclusions

Exclusions for Sections 1 & 2

- Buildings & Contents Mechanical or electrical breakdown.
- Damage caused by faulty or defective design or workmanship breakdown.
- Damage caused by wear and tear breakdown.
- Damage caused by fraud or dishonesty.
- Any loss caused by the deliberate withdrawal of the supply of water, gas, electricity, fuel or telephone system.
- Loss following accidental or malicious erasure or distortion of information on computer systems.
- Excess - the amount specified in the schedule as the excess in respect of the cost of each and every occurrence for which **You** are covered
- Theft by persons legally on the premises.
- Damage to movable property in the open caused by storm or flood.
- Pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident.

Exclusions for Section 3 - Property Owners Liability

- Loss of or **Damage** to property belonging to **You** and property which is leased, let, rented, hired or lent to or which is the subject of a bailment (transfer of possession, not ownership) to **You**
- **Injury**, loss or **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on behalf of **You** of any;

Aircraft, hovercraft or watercraft

mechanically-propelled vehicle or attached trailer and any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988

lift, elevator, hoist, crane, steam boiler or other apparatus operating under pressure, for which a statutory inspection certificate is required but not in force at the time of the **Injury**, loss or **Damage**

- defence costs or expenses from any liability arising out of loss or alteration or **Damage** to, and a reduction in the functionality availability or operation of a computer system or programme, hardware, data information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** e-activities.
- any sums **You** are/or become liable to pay but for the existence of the Section would be covered elsewhere except in respect of any excess beyond the amount payable under such other insurance had this insurance not been effected.

General Policy Exclusions

- Asbestos
- Buildings Works
- Contamination and Pollution
- Electronic Data
- Heat
- Institute radioactive Contamination
- Micro Organism
- Nuclear Energy Risks
- Sonic Bangs
- Terrorism
- War and Civil War
- Sanctions

For full details of **Policy** exclusions please refer to the **Policy** wording

Policy Conditions

Alteration in Risk

You must notify Commercial Express Quotes Limited, via **Your** insurance advisor, without delay, if the risk has altered:

- a) by removal of any fire and security protections or building component designed to prevent **Damage** to the **Property Insured**, or
- b) whereby the risk of **Damage** accident or liability is increased, or
- c) by the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued, or
- d) whereby **Your** interest ceases except by will or operation of law, or
- e) by the **Buildings** becoming **Occupied** or **Unoccupied**

otherwise **Underwriters** may refuse to pay **Your** claims or provide indemnity under this **Policy**.

Reasonable Precautions

You must;

- a) take all reasonable precautions to prevent occurrences which may give rise to **Damage** or accidents
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) when undertaking **Renovations** to the **Property Insured** **You** must take all reasonable precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Underwriters** express written agreement.

otherwise **Underwriters** may refuse to pay **Your** claims or provide indemnity under this **Policy**.

Electrical Installations

It is important that **You** comply with the below otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded and indemnity under Section 3 will not operate.

If **You** are responsible for the electrical installations at the **Premises**, at the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:

- i) covers any live phases of the electrical installation(s) (the electrical supply should only be live for the purpose of maintaining the operation of fire and security systems),
- ii) is less than five years old and issued by a contractor approved and registered with one of the following:
 - National Inspection Council for Electrical Installation Contractors (NICEIC)
 - Electrical Contractors Association (ECA)
 - National Association of Professional Inspectors and Testers (NAPIT)
 - Electrical Self-Assessment (ELECSA)
- iii) documents that all C1 or C2 deficiencies or defects have been remedied

Roof Maintenance

You must ensure that:

- a) any flat roof portion of the **Buildings** over ten years old have been inspected within the last two years by a qualified builder or property surveyor and any defects brought to light by that inspection are repaired, and
- b) at commencement and throughout the currency of **Period of Insurance**, **You** must have documentation evidencing that such inspections and repairs described above have taken place

otherwise all **Damage** arising from or caused by the **Insured Event** of storm will be excluded in respect of or as a result of the flat roof at the **Premises**.

This does not apply to concrete roofs.

Unoccupied Buildings

When the **Buildings** (or part of the **Buildings**) are **Unoccupied** **You** must comply with conditions 1-6 below otherwise all **Damage** arising from or caused by **Insured Events** (where the **Insured Event** is operative, as confirmed on **Your Schedule**) of Fire, Explosion, Malicious Acts and Vandalism will be excluded.

1. **You** or **Your** nominee must inspect the **Buildings** every 7 days keeping a written record noting any damage or breaches in security. If measures taken to prevent further damage or breaches in security have proved inadequate, improvements must be made and documented. **You** must notify Commercial Express Quotes Limited, via **Your** insurance advisor, without delay if any unauthorised entry or attempted entry is detected.
2. all gas, water and electricity mains supplies are kept disconnected and water systems drained (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes) however a fixed central heating system may remain in operation provided the heating system is connected to a frost-stat and set to operate continuously for 24 hours each day at not less than 4 degrees Celsius
3. The following minimum protections are in operation:
 - a. all doors and windows must be securely locked and fastened
 - b. all security and alarm protections must be set in operation and be fully maintained.
4. all loose or moveable combustible items or materials other than **Contents**, and fixtures and fittings must be removed from the **Buildings** and cleared from the **Premises**
5. All waste or refuse must be removed from the **Buildings** and cleared at least once a week from the **Premises**
6. Tanks containing fuel or other flammable liquids must be drained and purged within 14 days of the **Buildings** becoming **Unoccupied** (not applicable if property is in Northern Ireland)

You need to ensure **You** are aware of which level of cover **You** have selected if **Your** property is **Unoccupied** as each cover level only covers specific **Insured Events**. Not all of the **Insured Events** detailed above will be covered depending on the level of cover **You** have selected (e.g. **Unoccupied Cover** Option 1 or Option 3).

Sprinkler Maintenance

In respect of any installation(s) of Automatic Sprinklers at the **Premises** **You** must:

1. make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valve controlling the individual water supplies and the installation are fully open
2. make quarterly or half-yearly test if required by the **Underwriters** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test
3. make a test every weekday (holidays excepted) of
 - (i) the Brigade connection
 - (ii) the circuit between the alarm switch and the control unit and
 - (iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade

Note 1: it is permissible for test (i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty

Note 2: where the circuits in (i) and (ii) are continuously monitored tests need only be made once per week
4. remedy promptly any defect revealed by such tests
5. notify Commercial Express Quotes Limited, via **Your** insurance advisor before any installation is rendered inoperative or without delay in the event of an emergency
6. allow the **Underwriters** access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation
7. have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order otherwise all **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded.

Planning Permission

You must notify Commercial if:

- a) an application for planning permission in respect of the **Premises** is withdrawn by **You** or refused by any Planning Authority or government body within 7 days, or
- b) any application for consent to vary use of or de-list the building is denied within 7 days,

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Underwriters** of any such changes to permissions or consents and at their option they have agreed to vary the **Policy**.

Combustible Materials and Waste

You must ensure that:

- a) all waste or refuse is removed from the **Buildings** and cleared at least once a week from the **Premises** otherwise **Damage** arising from or caused by the **Insured Events** of fire and explosion will be excluded and indemnity under Section 3 will not operate.
- b) When the **Premises** are **Unoccupied** all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the **Buildings** and cleared from the **Premises**

Inspections

You must ensure that:

- i) Immediately prior to or upon commencement of this insurance **You** or **Your** nominee must carry out a detailed inspection of all doors, windows and other access points to ensure that they are secure against unauthorised entry and document the inspection including any signs of forced entry or occupation by unauthorised persons and detail any action required.
- ii) During the **Period of Insurance** **You** or **Your** nominee must inspect the **Premises** every seven days, keeping a written record. All measures to prevent unauthorised entry or damage must be implemented but if such measures have proved inadequate, improvements to prevent further reoccurrences must be made and documented.
- iii) If unauthorised entry or attempt thereat is detected more than twice during the period of this insurance, immediate notice must be given to **Underwriters**.

otherwise damage caused by or arising from **Insured Events** of fire and explosion will be excluded.

Security

It is important that **You** comply with requirements a) - c) otherwise all **Damage** arising from or caused by **Insured Events** of Theft or attempted theft and malicious persons (where such event has been specifically agreed) will be excluded.

- a) all protections provided for the safety and protection of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without the prior consent of the **Underwriters** and shall be in full and effective operation when the **Premises** are left unattended, and at all other appropriate times
- b) any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company or in accordance with the manufacturer's recommendations
- c) in the event **You** receive any notification in respect of i) ii) or iii) then with immediate effect **You** must notify **Underwriters** as soon as possible, at which time **Underwriters** shall reserve the right to vary terms or cancel cover provided under this **Policy**;
 - i) that the police authority attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed or
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance in respect of any alarm system or
 - iii) that any alarm system cannot be returned to or maintained in full working order

Pipe Lagging

If the mains water supply is connected to support sprinkler systems, **you** must ensure that:

- a) there is a heating system connected to a frost-stat and set to operate continuously for 24 hours each day at not less than at not less than 4°C between 31st October and 31st March, or
- b) all pipes are adequately lagged to prevent freezing. otherwise all **Damage** will be excluded that arises from or is caused by **Insured Events** of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe (where such events have been specifically agreed) and indemnity under Section 3 will not operate.

Portable Heaters

You must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by the **Underwriters** otherwise all **Damage** arising from or caused by the use or storage of paraffin, portable electric or gas heaters or gas containers will be excluded from this **Policy** and indemnity under Section 3 (Property Owners Liability) will not operate.

How to make a claim under this Insurance

To make a claim simply call our 24 hours claims help line telephone number: 01732 520288.