



# Summary of Cover

## Real Estate Property Owners Flex

### Key covers, features and exceptions

Your policy includes the following key covers, features, benefits and significant exclusions, which are set out in full in your policy documentation. This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

**The policy wording applicable is:** Real Estate Property Owners Flex v6 01 01 2022 which is available to download at <http://www.victorinsurance.co.uk/policy-wordings>

### The Underwriters

This **Policy** is administered and underwritten by Victor Insurance, a trading name of Marsh Ltd, on behalf of the following Insurers (referred to collectively as the “Underwriters”), in accordance with the authority granted under:

Binding Authority Agreement Number / UMR	Section	Underwriter	Proportion
B1011VI011ASE22	Sections 1, 2, 3	AXIS Specialty London is a trading name of AXIS Specialty Europe SE. AXIS Specialty Europe SE is authorised and regulated by the Central Bank of Ireland, with its registered office at Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland (Registered Number 353402). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.	100%
VI016/VICTHSB01082019	Section 4	HSB Engineering Insurance Limited, registered in England and Wales: 02396114 and registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered address: Chancery Place, 50 Brown Street, Manchester M2 2JT	100%

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VI015/TS5/6835668	Section 5	<p>DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.</p> <p>Registered in England and Wales, Company Number 103274</p> <p>DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. DAS Law Limited Head and Registered Office: DAS Law Limited   North Quay   Temple Back   Bristol   BS1 6FL Registered in England and Wales   Company Number 5417859   Website: <a href="http://www.daslaw.co.uk">www.daslaw.co.uk</a> DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).</p>	100%
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The subscribing Underwriters' obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Section 1 – Buildings and contents

Cover is written on an “all risks – specified perils” basis on Buildings including:

- landlords fixtures and fittings
- tenants improvements for which the Insured is responsible
- building management and security systems
- gangways, pedestrian malls and pedestrian access bridges
- walls, gates, fences and services
- roads, pavements, car parks hard standing and street furniture
- landscaping and recreational features including garden furniture ornaments and statues

all being the property of the Insured or for which the Insured is responsible and is situate at the Location Insured.

Cover is available on

- Day 1 reinstatement; or
- indemnity.

Subsidence is available as an additional peril for most locations.

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### **Features and benefits**

- alternative accommodation or loss of rent
- contract works up to £50,000
- fly tipping – up to £5,000
- further investigation expenses
- Damage by emergency services up to £10,000
- loss of or duplication of keys– up to £500
- malicious damage by residential tenants metered water electricity & gas charges – up to £5,000
- removal of debris – Buildings
- removal of tenants' debris – up to £25,000
- trace and access – up to £10,000
- unauthorised use of electricity gas water or oil up to £5,000

### **Significant conditions or clauses**

- automatic reinstatement of sum insured
- Buildings awaiting demolition
- Buildings awaiting refurbishment, redevelopment or renovation
- in respect of perils storm or flood only Damage occurring continuously or intermittently during any period of seventy two (72) hours shall be deemed to constitute one loss under the policy for the purpose of the payment of any excess(es) the amount(s) of which the company shall not be liable.

### **Significant exclusions**

- property more specifically insured
- deterioration and other gradually operating causes
- Bursting of a boiler due to steam pressure other than in respect of engineering Damage
- Change in the water table level
- Damage caused by frost
- storm or flood Damage to fences and gates
- storm or flood Damage to trees, plants, shrubs and turf
- settlement or movement of made up ground, coastal or river erosion
- Damage to property resulting from any production or repair process
- Pollution or contamination
- disappearance or unexplained loss
- Damage to a building arising from its own collapse or cracking
- faulty or defective workmanship
- inherent vice, latent defects, gradual deterioration, wear and tear
- mechanical or electrical fault or breakdown.

## **Section 2 - Loss of rental income**

Loss of Rent Receivable including:

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- cost of re-letting
- additional expenditure to avoid loss of rental income
- business rates payable by the insured as a result of Damage
- PR expenditure
- accelerated reinstatement expenditure
- accountants fees

#### **Features and benefits**

- capital additions rent receivable up to 20% of the rent receivable to a maximum of £2,000,000 whichever is the lesser amount
- cost of re-letting reasonably incurred
- disease, vermin, defective sanitary arrangements, murder and suicide
- inadvertent failure to insure up to 20% of the rent receivable to a maximum of £2,000,000 whichever is the lesser amount
- loss of attraction – up to £500,000
- loss of Rent Receivable and alternative accommodation (residential property)
- prevention of access
- public utilities – water gas or electricity up to 20% of the rent receivable to a maximum of £1,000,000 whichever is the lesser amount
- public utilities – telecommunications up to 20% of the rent receivable to a maximum of £1,000,000 whichever is the lesser amount.

#### **Significant conditions or clauses**

- material damage proviso
- underinsurance provision rent
- day one rental value proviso.

#### **Significant exclusions**

- as show under section 1 - Buildings and contents.

### **Section 3 - Property owners liability**

Covers legal liability to third parties for accidental Bodily Injury or Damage, Limit of Indemnity as shown in schedule. Cover includes your costs and expenses incurred in defending a claim covered under this section.

#### **Features and benefits**

- Consumer Protection Act or Health and Safety at Work Act or Food Safety Act prosecution defence costs
- contingent motor
- Corporate Manslaughter and Corporate Homicide Act 2007
- court attendance costs:
  - any director or partner of the Insured five hundred (£500)

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- any Employee two hundred and fifty (£250)
- cross liabilities
- Data Protection Act 1998
- Defective Premises Act 1972
- environmental statutory liability clean up costs up to £250,000
- leased or rented premises
- breach of privacy costs up to £25,000
- work overseas.

#### **Significant conditions or clauses**

- contractual liability.

#### **Significant exclusions**

- faulty or defective workmanship
- Damage to anything sold, supplied, installed or erected by or on behalf of the Insured
- Damage to material property sustained whilst being worked upon
- legal liability for Bodily Injury caused to any Employee
- work on any offshore rig or platform.

### **Section 4 - Engineering machinery breakdown**

The insurance by sections 1 and 2 (if operative) of the Policy is extended to include cover for direct physical loss or Damage caused to Covered Equipment resulting from an Accident subject to a maximum liability of GBP five million (£5,000,000) for any one Accident.

#### **Features and benefits**

- hazardous substances - up to £10,000
- reinstatement of data - up to £50,000
- increased costs of working - up to £50,000
- rent receivable - up to £100,000
- expediting expenses – up to £20,000
- hire of substitute item - up to £10,000
- hired plant - up to £20,000
- repair investigation costs – up to £25,000

#### **Significant conditions or clauses**

- back up record.

#### **Significant exclusions**

- a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment
- any defect, virus, loss of data or other situation within media
- depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions

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- damage recoverable under a maintenance agreement or any warranty or guarantee
- delay in resuming operations resulting from the need to reconstruct or re-input data or programs on media.
- Biomass or Biogas Installation
- Hydroelectric Installation

## Section 5a– Commercial legal protection

- £2,000 for Aspect Enquiries
- £100,000 for all other insured incidents

including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards. DAS will also pay the costs of appealing or defending an appeal.

### Features and benefits

- employment disputes & compensation awards
- legal defence
- statutory licence appeal
- contract disputes
- property protection
- personal injury
- debt recovery
- tax protection
- lease disputes
- tenancy disputes.

### Significant exclusions

- Any claim reported more than 180 days after the date the Insured Person should have known about the insured incident.
- Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

## Section 5b - Residential property let legal protection

- £50,000 per insured incident

including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards. DAS will also pay the costs of appealing or defending an appeal.

### Features and benefits

- repossession

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- property damage
- eviction of squatters
- rent recovery

### **Significant conditions or clauses**

The following applies to repossession:

- You must give the tenant the correct notices telling him or her that You want possession of Your Property.
- All posted pre-agent notices and pre-proceeding notices must be sent by recorded-delivery post.

The following applies to Rent Recovery:

- If You accept payment (or part payment) of rent arrears from the tenant of Your Property, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this policy.
- Where the tenant is a limited company, You must first seek advice from the Appointed Representative before accepting payment of rent arrears.

### **Significant exclusions**

- Any claim to repossess Your property because Your tenant has behaved anti-socially.
- Any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before We agree to pay them.
- Any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the First Period of Insurance and the tenancy agreement started before the start of this policy.
- Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of Your Property or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.
- Any claim relating to someone legally taking Your Property from You, whether You are offered money or not, or restrictions or controls placed on Your Property by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
- Any claim where You are not represented by a law firm, barrister or tax expert.

## **How to Make a Complaint**

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser. In the event that you remain dissatisfied and wish to make a complaint, you can do so by writing to:

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Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU.  
Email: [insurance.complaints@victorinsurance.co.uk](mailto:insurance.complaints@victorinsurance.co.uk)

If appropriate your complaint may ultimately be handled by the insurer or a third party acting on the insurers' behalf. If this is the case we will notify you upon receipt of your complaint. Making a complaint does not affect your right to take legal action.

If you are not happy with the outcome of your complaint, you may have the right to ask the Financial Ombudsman Service (FOS) to review your case. You will need to contact them within six months of the date of our final decision letter.

You can also ask the Ombudsman to review your case if we have not provided you with a final decision within eight weeks of receiving your complaint.

The Ombudsman can help with most complaints if you are:

- A consumer;
- A micro enterprise employing fewer than ten persons that has an annual turnover and/or balance sheet total that does not exceed €2 million\*;
- A charity which has an annual income of less than £6.5 million\*;
- A trustee of a trust which has a net asset value of less than £5 million\*;
- (in relation to consumer buy-to-let business) a buy-to-let consumer;
- A small business (which is not a micro enterprise) which has an annual turnover of less than £6.5 million and (i) employs fewer than 50 persons or (ii) has a balance sheet total of less than £5 million\*;
- A guarantor

\* at the time you refer your complaint

If you are unsure whether the ombudsman will consider your complaint, or for more information, please contact the Ombudsman directly on 0800 023 4567 or visit the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The address of the Ombudsman is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Alternatively:

1. Should **You** wish to make a complaint under Sections 1 – 4 please contact the Country Manager, UK, Victor Insurance, Tower Place East, London, EC3R 5BU
2. Should **You** wish to make a complaint under Section 5 the following process should be followed:

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the following details:

#### Data Protection Officer

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DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via E-mail: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

If you remain dissatisfied the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:-

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

We always aim to give you a high quality service. If you think we have let you down, you can contact us by:

- phoning 0344 893 9013
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the Customer Relations Department: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
- completing out online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of our internal complaint-handling procedures are available on request. If you are not happy with the complaint outcome or if we've been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints.

(Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

You can contact them by:

- phoning 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

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## Financial Services Compensation Scheme

Victor Insurance underwrites on behalf of a select group of insurers who are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract of insurance. Further information about the Scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## Privacy Notice

A copy of the Victor Insurance up to date Privacy Notice can be viewed using the following link:  
<https://www.marsh.com/uk/privacy-notice.html>

A copy of the DAS Legal Expenses Insurance Company Limited up to date Privacy Notice can be viewed using the following link:  
<https://www.das.co.uk/legal/privacy-statement>

## Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, this policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

## Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Making a claim

To make a claim under any section of cover other than section 4 Engineering machinery breakdown or section 5 Legal Expenses:

Adjusting Associates LLP  
Telephone: 01443 229513  
Facsimile: 01443 229995  
Email: [claims@adjustingassociates.com](mailto:claims@adjustingassociates.com)

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:

Adjusting Associates LLP  
Units 1 & 2, Ground Floor  
Magden Park  
Llantrisant  
Rhondda Cynon Taff  
CF72 8XT

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Adjusting Associates LLP handle claims on behalf of AXIS Specialty Europe SE Professional staff are available to assist **You** whether you need a claim form, advice on emergency repairs or any other aspect of your claim.

Alternatively, if **You** prefer, please contact **Your** insurance advisor.

To enable **Your** claim to be dealt with quickly **Your** Insurer will require **You** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- **Your** name, address and telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details/Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

If your claim is relating to section 4 – Engineering machinery breakdown please contact HSB Engineering Insurance Limited:

Claims Department  
HSB Engineering Insurance Limited  
Chancery Place  
50 Brown Street  
Manchester  
M2 2JT

Telephone: 0330 100 3432  
Email: [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)

If **Your** claim is relating to section 5 - Legal Expenses please contact DAS Legal Expenses Insurance Company Ltd:

- Telephone: 0344 893 9012 available 24 hours a day,
- 7 days a week, alternatively **You** can visit
- [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

Notify DAS of any claim or any incident which may lead to a claim as soon as possible. The sooner DAS are involved, the more opportunity DAS have to resolve the claim to **Your** satisfaction.

Important note:

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that **You** should do so. If **You** do, DAS will not pay the costs involved even if DAS accept the claim.

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