

# PROPERTIES

**Policy Summary** 

## Properties

#### **Policy Summary**

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

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

- Property Damage Insurance:
  - Buildings
  - Landlord's Contents
  - Rent
- · Terrorism Insurance
- · Liabilities Insurance:
  - Employers' Liability
  - Property Owners' Liability
  - Legal Defence Costs
  - Legionellosis Liability
- Legal Expenses Insurance

Full details of what you have chosen will be shown in your Policy Schedule.

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 Policy Schedule.

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 Policy Schedule.

#### Table 1 Standard Features and Benefits

The following covers will be included if you have selected them for your Policy. Check your Policy Schedule to identify whether cover is Included.

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 Schedule.

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
<b>Property Damage Insurance</b> Your Buildings are covered against the following standar and loss of Rent against the following standard risks.	l risks. You may also choose to cover Landlord's Contents (in	the tenanted portions)
<ul> <li>Loss or Damage caused by:</li> <li>Fire, smoke, lightning, explosion, 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</li> <li>Falling trees, branches, aerials, masts and satellite dishes.</li> <li>In addition you may choose to insure the following additional risks:</li> <li>Subsidence, ground heave or landslip.</li> <li>Accidental damage.</li> </ul>	<ul> <li>Please see 'What is not covered' in your Policy Wording.</li> <li>Cover in respect of residential properties excludes: <ul> <li>Riot, civil commotion, malicious damage and theft* caused by residents or their guests to the individual residence in which they live (*unless otherwise stated in your Schedule).</li> <li>Riot, civil commotion, malicious damage, escape of water or oil, theft and accidental damage if the individual residence has been unoccupied for over 45 days.</li> </ul> </li> <li>Cover excludes terrorism.</li> <li>Damage as a result of residential property being used by the occupants for the cultivation of controlled substances unless vetting and other requirements are complied with.</li> <li>Damage as a result of residential property being used by the occupants for any other illegal activity.</li> <li>Cover in respect of accidental escape of water from automatic sprinkler caused by freezing or unfreezing is excluded when the building is unoccupied.</li> </ul>	Property Damage Insurance
<ul> <li>Cover in respect of Buildings includes</li> <li>Fixtures and fittings, fixed glass, fitted carpets</li> <li>Foundations</li> <li>Furnishings and other contents in common parts of the Building</li> <li>Outbuildings, car parks, drives, roads, pavements, footpaths, walls, gates, fences, hedges and landscaping</li> <li>Service pipes and cables</li> <li>Swimming pools, tennis courts and squash courts forming part of residential premises.</li> </ul>		Definitions – Words with special meanings

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Buildings (continued)		
Extensions in cover include	Please refer to 'What is not covered' in your Policy Wording.	Property Damage Insurance
<ul> <li>Fire extinguishment accidental gas discharge and alarm setting expenses.</li> </ul>	Limit £50,000 any one loss.*	
Glazing repairs.		
• Cost of replacing locks following theft of keys.	Limit £5,000 any one loss.*	
<ul> <li>Cost incurred in repairing landscaping as a result of damage.</li> </ul>	Limit £25,000 any one loss.*	
<ul> <li>Trace and access costs in locating source of escape of water or oil and repairing damage.</li> </ul>	<ul> <li>Limit £50,000 any one event.*</li> <li>Costs in respect of residential properties if the individual residence has been unoccupied for over 45 days.</li> </ul>	Property Damage Insurance
<ul> <li>Unauthorised use of electricity, gas or water by squatters.</li> </ul>	Limit £25,000 in any one period of insurance.*	
· Loss of gas, oil or metered water.	· Limit £25,000 in any one period of insurance.*	
	<ul> <li>Costs in respect of residential properties if the individual residence has been unoccupied for over 45 days.</li> </ul>	
	Costs relating to oil not used for domestic purposes.	
	<ul> <li>Losses where remedial action has not been taken within 14 days of discovery.</li> </ul>	
<ul> <li>Costs of removing wasps, hornets or bees nests from your buildings not already in place prior to commencement of this policy.</li> </ul>	• Limit £5,000 in any period of insurance.*	
<ul> <li>The interest of contractors is noted as a joint policyholder in your buildings where you are required to effect the insurance.</li> </ul>	Any contract where the original contract price exceeds the Contract Price shown in your Schedule.	
<ul> <li>Costs of repairing damage caused by the Police in gaining access to your buildings out of concern for the welfare of anyone inside.</li> </ul>	Any damage caused in the course of criminal investigations.	
Legal costs and expenses to evict squatters from	· Limit £10,000 in any one period of insurance.*	
your buildings.	Costs incurred not in accordance with the provisions of this extension.	

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Buildings (continued)		
<ul> <li>Automatic cover for newly acquired premises and for alterations and additions to existing Buildings.</li> </ul>	Limits apply as shown in the Policy Wording.*	
<ul> <li>Costs of removing the debris of tenant's contents from residential properties following damage.</li> </ul>	Limit £10,000 any one premises.*	
<ul> <li>Non-invalidation of cover protecting the interests of you, assignees, freeholders, mortgagees, lessees or lessors if alterations to the premises or any increased risk of damage occurs without their knowledge or consent, provided they advise us immediately they become aware of such changes and pay any reasonable additional premium.</li> </ul>	* (or as otherwise shown in your Schedule)	
<ul> <li>Contracting purchasers will have benefit of this insurance if the Building is damaged prior to completion of the sale.</li> </ul>		
<ul> <li>Payment of VAT that you are unable to recover which you have incurred in rebuilding or restoring Buildings following damage.</li> </ul>		
Inflation Protection		Property Damage
Provides an automatic increase in the Buildings value you declare for insurance during the policy period, as shown in your Schedule.	If the value you declare is less than the full amount that your Buildings should be insured for, your claim may be reduced.	Insurance
Landlord's Contents If Landlord's Contents are shown as Included on your Poli	cy Schedule the following cover will apply:	
<ul> <li>Cover in respect of Landlord's Contents includes</li> <li>Furniture, carpets, furnishings and other contents for which you are responsible within the tenanted portions of your Buildings.</li> </ul>	<ul> <li>Exclusions apply to specific property as detailed under Landlord's Contents.</li> </ul>	Definitions – Words with special meaning
<ul> <li>Property at other locations whilst temporarily removed from the premises for cleaning or repair up to £50,000 any one loss (or as otherwise shown in</li> </ul>	<ul> <li>Theft or attempted theft that does not involve forcible entry into or exit from the Building or individual Flat is excluded.</li> <li>Please see 'What is not covered' in your Policy Wording.</li> </ul>	Property Damage Insurance
your Schedule).		
Index-Linking Your sum insured is automatically adjusted monthly in line with the relevant recognised index.	If the sum insured is less than the full amount that your Landlord's Contents should be insured for, your claim may be reduced.	Property Damage Insurance
Rent		
If Rent is shown as Included on your Policy Schedule the f	ollowing cover will apply:	
<b>Loss of Rent</b> receivable during the Indemnity Period selected as a result of damage to the Buildings.	<ul> <li>Please see 'What is not covered' in your Policy Wording.</li> </ul>	Property Damage Insurance
Including additional costs you incur:	If the sum insured is less than the full amount that     wour Port should be insured for your slaim may be	
· in re-letting the Buildings	your Rent should be insured for, your claim may be reduced.	
in order to reduce the loss of Rent.		
The Indemnity Period starts when the damage occurs and ends when you cease to be affected by it, or when		

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Rent (continued)		
The following extensions of cover are included	<ul> <li>Please see 'What is not covered' in your Policy Wording.</li> </ul>	Property Damage Insurance
Loss of Rent resulting from		
<ul> <li>Prevention of access to the Buildings, or delays or avoidance of rental agreements in the course of negotiation, as a result of damage to property in the immediate area of your premises.</li> </ul>	<ul> <li>Limit 10% of the Rent sum insured for the premises or £250,000, whichever is the lower amount.*</li> </ul>	
<ul> <li>Failure of public electricity, gas or water supply at your premises after the first 30 minutes.</li> </ul>	• Limit £250,000.*	
<ul> <li>Closure of the premises due to defective sanitation, murder, suicide, vermin and pests and, except in respect of residential properties, notifiable human disease and food or drink poisoning.</li> </ul>	• Limit £250,000.*	
- Damage at your Managing Agents' premises.	<ul> <li>Limit 10% of the Rent sum insured for the premises or £250,000, whichever is the lower amount.*</li> </ul>	
<ul> <li>Damage to any newly acquired premises in the UK.</li> </ul>	<ul> <li>Limits apply as shown in the Policy Wording or as otherwise shown in the Schedule.</li> </ul>	
<ul> <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>Limit 10% of the Rent sum insured for the premises or £500,000, whichever is the lower amount.*</li> </ul>	
<ul> <li>Alternative accommodation costs incurred in providing similar short-term accommodation for residents if the residential property cannot be lived in or accessed as a result of damage.</li> </ul>	<ul> <li>Limit of Liability applies as shown in your Schedule.</li> <li>*(or as otherwise shown in your Schedule)</li> </ul>	
Book Debt		
If Book Debt is shown as Included on your Policy Schedul	e, the following cover applies:	
Outstanding Debit Balances that you are unable	• Limit £25,000.*	
to trace following an incident by any cause insured under your Property Damage Insurance.	*(or as otherwise shown in your Schedule)	
<b>Terrorism Insurance</b> You may choose to add Terrorism to the Property Damage following covers will apply:	e Insurance. If Terrorism is shown as Included on your Polic	y Schedule, the
• Acts of terrorism in Great Britain.	If selected, Terrorism cover must be arranged for all your insured property in Great Britain whether or not this is with us.	Terrorism Insurance
	<ul> <li>Cover will be limited to the sums insured you have selected.</li> </ul>	
	<ul> <li>Anything that is not covered under the above mentioned Insurances will not be covered by the equivalent Terrorism cover.</li> </ul>	

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Liabilities Insurance - Employers' Liability If Employers' Liability is shown as Included on your Policy	Schedule, the following covers will apply:	
<ul> <li>Legal liability for damages to any Person Employed during the period of insurance.</li> <li>Including costs of legal representation at coroners' inquests or proceedings in any court arising out of alleged breach of statutory duty that resulted in injury including defence of any criminal proceedings for corporate manslaughter or breach of health &amp; safety legislation.</li> </ul>	<ul> <li>Limits of Indemnity apply as shown in your Schedule.</li> <li>Cover excludes <ul> <li>Fines and penalties.</li> <li>Health and Safety fees for intervention.</li> </ul> </li> </ul>	Liabilities Insurance – Section 1
<ul> <li>Extensions in cover also provided if Employers' Liability is shown as Included on your Policy Schedule:         <ul> <li>Compensation for Court attendance by directors, partners or employees in connection with a claim.</li> </ul> </li> </ul>	<ul> <li>Limit £750 per day for directors and partners.</li> <li>Limit £500 per day for employees.</li> </ul>	
<ul> <li>Persons entitled to indemnity in respect of premises occupied for residential purposes is extended to include residents, managing agents, residents' associations, owners or lessees.</li> </ul>	<ul> <li>To the extent that you would have been entitled to indemnity if the claim had been made against you.</li> <li>To the extent that they are not entitled to indemnity from any other source.</li> </ul>	
Liabilities Insurance – Property Owners' Liabi	•	
<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 including defence of any criminal proceedings for corporate manslaughter or breach of health &amp; safety legislation.</li> </ul>	<ul> <li>Limits of Indemnity apply as shown in your Schedule.</li> <li>Please see 'What is not covered' in your Policy Wording.</li> <li>Cover excludes <ul> <li>Fines and penalties.</li> <li>Health and Safety fees for intervention.</li> <li>Gradual pollution or contamination.</li> <li>Illegal activities committed by occupants of residential properties.</li> </ul> </li> </ul>	Liabilities Insurance – Section 2
<ul> <li>Extensions in cover also provided if Property Owners' Liability is shown as Included on your Policy Schedule:         <ul> <li>Compensation for Court attendance by directors, partners or employees in connection with a claim.</li> <li>Persons entitled to indemnity in respect of premises occupied for residential purposes is extended to include residents, managing agents, residents' associations, owners or lessees.</li> <li>Advertising Injury committed in the course of advertising your services, where Advertising Injury includes oral or written publication of material that infringes right to privacy, slanders or libels a person or infringes copyright or slogan.</li> </ul> </li> </ul>	<ul> <li>Limit £750 per day for directors and partners.</li> <li>Limit £500 per day for employees.</li> <li>To the extent that you would have been entitled to indemnity if the claim had been made against you.</li> <li>To the extent that they are not entitled to indemnity from any other source.</li> <li>Deliberate acts or omissions.</li> <li>Circumstances or claims known to you prior to inception of this policy.</li> <li>Failure of goods or services to conform with any statement of quality or performance.</li> </ul>	

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Wrong description of the price of goods or services.

Certain limitations regarding electronic media.

## Table 1 Standard Features and Benefits (continued)

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Liabilities Insurance – Property Owners' Liab	ility (continued)	
<ul> <li>Statutory clean up costs relating to sudden pollution or contamination of your property within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</li> </ul>	<ul> <li>Limit of £250,000 in any one period of insurance.*</li> <li>Costs of improvement or betterment of the original property or remedial action.</li> <li>Costs relating to genetically modified organisms or to the reinstatement of natural habitat for any living organism.</li> <li>*(or as otherwise shown in your Schedule)</li> </ul>	
Liabilities Insurance – Legal Defence Costs If Legal Defence Costs is shown as Included on your Polic	y Schedule, the following cover will apply:	
<ul> <li>Part A (where Employers' Liability Insurance is Included):</li> <li>Legal costs and expenses in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974 or the Health &amp; Safety at Work (Northern Ireland) Order 1978.</li> <li>Part B (where Property Owners' Liability Insurance is Included):</li> <li>Legal costs and expenses in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978, Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.</li> </ul>	<ul> <li>Limits of Indemnity apply as shown in your Schedule.</li> <li>Please see 'What is not covered' in your Policy Wording.</li> <li>Cover excludes <ul> <li>Fines and penalties.</li> <li>Health and Safety fees for intervention.</li> </ul> </li> </ul>	Liabilities Insurance – Section 3
Liabilities Insurance – Legionellosis Liability If Legionellosis Liability is shown as Included on your Polic	cy Schedule, the following covers will apply:	
<ul> <li>Legal liability for damages to others as a result of accidental injury to any person caused by Legionellosis.</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 including defence of any criminal proceedings for corporate manslaughter or breach of health &amp; safety legislation.</li> </ul>	<ul> <li>Limit of Indemnity applies as shown in your Schedule.</li> <li>Please see 'What is not covered' in your Policy Wording.</li> <li>Cover excludes <ul> <li>Any claim not first made to you in writing within the Period of Insurance and not notified to us within 30 days of expiry of the Period of Insurance.</li> <li>Fines and penalties.</li> <li>Health and Safety fees for intervention.</li> </ul> </li> <li>Illegal activities committed by occupants of residential properties.</li> </ul>	Liabilities Insurance – Section 4

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
Liabilities Insurance - Legionellosis Liability (c	continued)	
Extensions in cover also provided if Legionellosis Liability is shown as Included on your Policy Schedule:		
- Compensation for Court attendance by directors,	· Limit £750 per day for directors and partners	
partners or employees in connection with a claim	Limit £500 per day for employees	
Legal Expenses Insurance		
If Legal Expenses Insurance is shown as included on your	Policy Schedule, the following covers will apply:	
Costs incurred in pursuing or defending the legal rights of your business as a result of legal proceedings relating to:	<ul> <li>Please see 'What is not covered' in your Policy Wording.</li> <li>Our written consent must be obtained to pursue</li> </ul>	Legal Expenses Insurance
Employment	these actions and you must comply with all requirements detailed in the Policy Wording.	
<ul> <li>defence of disputes with staff over contracts of employment and alleged breaches of employment legislation.</li> </ul>	<ul> <li>If you select your own representative (as detailed in the Policy Wording) we will not pay fees in excess</li> </ul>	
Prosecution	of what we would have paid our own choice of representative.	
<ul> <li>defence of specified criminal or civil actions.</li> <li>Property</li> </ul>	Limit of Liability of £25,000 for any one claim in respect of Taxation disputes or Eviction Proceedings.	
<ul> <li>pursuit or defence of property disputes in respect</li> </ul>	<ul> <li>Limit of Liability of £5,000 for any one claim in respect of Contract disputes.</li> </ul>	
of premises that are occupied by you which may cause financial loss to your business. This does <b>not</b> include premises that you do not occupy but receive rental income from.	<ul> <li>Limits of Liability as otherwise shown in the Schedule for any one claim and in total for all claims in any one Period of Insurance.</li> </ul>	
Taxation	in any one renoa of insurance.	
<ul> <li>accountancy and legal costs involved in representing your business in H M Revenue and Customs investigations.</li> </ul>		
Data Protection		
<ul> <li>pursuit or defence of actions under the Data Protection Act.</li> </ul>		
Bodily injury		
<ul> <li>pursuit of compensation for death or bodily injury to you or your directors or employees from a negligent person.</li> </ul>		
Contract		
<ul> <li>pursuit or defence of disputes with customers or suppliers for sale or supply of goods or services where the amount in dispute exceeds £1,000.</li> </ul>		
Eviction Proceedings (Residential premises only)		
<ul> <li>pursuit of eviction proceedings against a tenant or guarantor to recover possession of premises occupied solely for residential purposes where the tenant fails to comply with the tenancy agreement.</li> </ul>		
Extensions in cover are also included for Jury Service Allowance and Witness Attendance Allowance for up to £150 per person per day.		

#### 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 Policy Schedule.
- Any limits that apply to your Policy will be detailed in your Policy Schedule and Policy Wording.
- · Security and Inspection Conditions apply to unoccupied buildings.

## Other important information

#### Making a claim

Should you wish to make a claim under your Policy please call our Claims Helpline on **0345 300 4006** as soon as possible. You must give us any information or help that we may reasonably ask for.

You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to make a claim are included in your Policy document.

### Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

RSA Customer Relations Team P O Box 255 Wymondham NR18 8DP

If they cannot resolve the matter to your satisfaction, we will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

#### Compensation

Royal & Sun Alliance Insurance plc 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 are based. Full details will be provided in your Policy documentation.

### **Financial or Trade Sanctions**

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. 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.

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 30 days notice to your last known address; provided no claim has been made in the current policy year we will refund any premiums already paid for the remaining period of insurance.

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