

# Discount Insurance

## Insurance Product Information Document

Discount Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. Discount Insurance are agents of Brit syndicate 2987 at Lloyd's to the extent agreed under the binding Authority Agreement Reference Number UMRB0799FC005850i

Company: Discount Insurance

Product: Commercial Landlords Insurance

Underwriter: Brit

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions, and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

### What is this type of Insurance?

This product is a Commercial Landlords Insurance policy. Covering landlord for damage to the property, business interruption as well as legal liability as a Property Owner and an Employer.



#### What is insured?

##### PROPERTY DAMAGE

- ✓ Inflation protection 'Day One' basis
- ✓ A wide definition of buildings, including the costs of repairing drains, yards, car parks, street furniture, pipes and cables and landlords' contents
- ✓ Interested parties are automatically noted, provided we are advised of their interest in the event of a claim
- ✓ Any newly acquired premises and alterations, additions and improvements to existing premises
- ✓ Additional metered water or gas charges
- ✓ Additional costs of upgrading sprinkler installations if required by the insurers following a loss
- ✓ Contract works extent to which you have contacted to arrange cover
- ✓ Debris removal and boarding up costs subject to condition within the policy
- ✓ Failure of third party insurances
- ✓ Further investigation expenses
- ✓ General interest clause – interests of freeholders, lessees, mortgagees or debenture holders automatically noted
- ✓ Residential property
- ✓ Index linking – sum insured will be adjusted during the period of insurance in accordance with fluctuations in suitable indices of cost
- ✓ Inflation provision (day one basis)
- ✓ Loss minimisation and prevention expenditure costs and expenses incurred for the sole purpose of avoiding or diminishing the amount of a loss following damage
- ✓ Loss of market value if you choose not to repair or rebuild, we will pay the reduction in market value of the buildings immediately following damage but not exceeding the amount that would have been payable had the buildings been repaired or rebuilt
- ✓ Privity of contract we will pay for all such sums as you become legally liable to pay and will pay as indemnity to any tenant in respect of the repair or reinstatement of premises which are no longer your property and where the current owner has failed to maintain adequate insurance cover subject to the conditions in the policy
- ✓ Residential property
- ✓ Replacement of locks
- ✓ Subrogation waiver - rights against tenants and managing agents
- ✓ Temporary removal
- ✓ Trace and access and repair or replacement
- ✓ Value added tax (VAT)

##### BUSINESS INTERRUPTION

- ✓ An automatic uplift in the estimated rental income
- ✓ Additions – anticipated amount of additional rent for any newly acquired premises, alterations, additions and improvements to existing premises
- ✓ Increased cost of working
- ✓ Legionellosis – we will pay for loss resulting from interruption or interference with the business in consequence of any outbreak of legionellosis at the premises



#### What is not insured?

##### ALL COVERS

- ✗ The failure of any computer system, whether or not your property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance
- ✗ Any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- ✗ Any liability assumed by you under any express warranty, agreement or guarantee unless such liability would have attached to you irrespective of such express warranty or guarantee
- ✗ Death, disablement or damage to any property whatsoever, any loss or expense whatsoever resulting or arising therefrom, any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components; or
  - c. chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind chemical and/or biological and/or radiological irritants, contaminants or pollutants;
  - d. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.These shall be subject to the exclusions in the Contractual liability clause
- ✗ Damage directly or indirectly caused by or arising out of terrorism. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If we allege that by reason of this exclusion any loss, damage or expense is not indemnified by this insurance, the burden of proving to the contrary shall be upon you  
\*Not applicable to section 3 – Property owners' liability or section 4 – Employers' liability
- ✗ Damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds  
The following items unless specifically mentioned.
  - a. Money, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books or works of art.
  - b. Goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire.
  - c. Property in transit.
  - d. Patterns, models, moulds, plans and designs
- ✗ Damage or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
- ✗ Any liability caused by or arising out of pollution

- ✓ Prevention of access
- ✓ Rent free periods if the premises are subject to a rent free concession under the terms of the lease the indemnity period will be adjusted by adding the unexpired portion of the rent free period to the maximum indemnity period
- ✓ Rent of residential property – insurance extends to include loss of rent including the cost of reletting and any additional expenditure
- ✓ Subrogation waiver - rights against tenants and managing agents

#### PROPERTY OWNERS' LIABILITY

- ✓ Compensation for court attendance – in the event of your directors, partners or employees attending court as a witness at our request we will provide compensation as detailed within the policy
- ✓ Consumer protection act and food safety act
- ✓ Contingent liability (non owned vehicles) – indemnity to you for damage to property arising out of the use of any motor vehicle that is not your property
- ✓ Contractual liability
- ✓ Corporate Manslaughter – costs in connection with any criminal proceedings brought under appropriate legislation
- ✓ Data protection legislation – indemnity to you against legal liability to pay damages as described in Section 13 of the Data Protection Act 1998
- ✓ Defective premises – indemnity in respect of bodily injury or loss of or damage to property arising in respect of any premises disposed of by you
- ✓ Legionellosis – indemnity to you against legal liability for damages and claimants' costs in respect of bodily injury caused by legionellosis arising out of the business
- ✓ Terrorism – Indemnity in respect of legal liability to pay compensation in respect of claims made against you arising directly or indirectly from terrorism

#### EMPLOYERS' LIABILITY

- ✓ Cover provides protection for legal liability world-wide for damages and legal costs
- ✓ Covers employees temporarily working overseas
- ✓ Indemnity for any director or employee if a claim is made against them personally
- ✓ Indemnity for the principal
- ✓ Private work carried out for directors or executives
- ✓ Legal costs including those arising from criminal charges brought under the Health & Safety at Work Act 1974
- ✓ Cover for costs and expenses incurred in securing the eviction of squatters from residential premises
- ✓ Costs incurred by opponents if the Insured has been ordered to pay them

- ✗ Any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss
- ✗ Any loss, Damage, cost or expense arising from any form of cyber attack or cyber intrusion whether committed with malicious intent or not
- ✗ Loss or destruction of or Damage to any property more specifically insured by or on behalf of the Insured;
- ✗ Directly or indirectly, from Pathogenic Organisms, including but is not limited to: mould, fungi or their spores, bacteria, yeasts, mildew, algae, mycotoxins or any other metabolic products, enzymes or protein secreted by the above, whether toxic or otherwise, or any form of bacterial contamination;
- ✗ Any loss or Damage occurring in United States of America or Canada which gives rise to a claim under this Policy;
- ✗ Any judgement, award or settlement made in any country or territory which operates under the laws of the United States of America or of Canada Or in respect of any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part
- ✗ Any loss, Damage, cost or expense arising directly or indirectly, from loss or destruction of or Damage to any property or any consequential loss caused by or contributed to confiscation, nationalisation, requisition, seizure or destruction by or under the order of any government or any public or local authority
- ✗ Any claim in respect of loss or Damage to any property more specifically insured elsewhere by or on behalf of the Insured



#### Are there any restrictions on cover?

- ! Please refer to certificate and statement of fact for excesses that apply to your policy
- ! A wide definition of buildings, including the costs of repairing drains, yards, car parks, street furniture, pipes and cables and landlords' contents up to £25,000
- ! Any newly acquired premises and alterations, additions and improvements to existing premises – up to £2,000,000 or 10% of the total sum insured, whichever is lower
- ! Additional metered water or gas charges – up to £25,000 any one claim
- ! Contract works – extent to which you have contacted to arrange cover subject to a limit of £100,000 any one claim
- ! Failure of third party insurances – up to £500,000 any one premises
- ! Further investigation expenses – up to £25,000 any one claim
- ! Loss minimisation and prevention expenditure – up to £25,000 any one occurrence
- ! Residential property – up to 25% of the sum insured applicable to the residential building or portion
- ! Replacement of locks – up to £2,500 any one claim
- ! Temporary removal – up to £25,000
- ! Trace and access and repair or replacement – up to £2,500 any one occurrence
- ! Additions – anticipated amount of additional rent for any newly acquired premises, alterations, additions and improvements to existing premises – up to £500,000 or 10% of the total sum insured, whichever is less
- ! Rent of residential property – up to 25% of the sum insured applicable to the residential building or residential portion
- ! Terrorism – Indemnity in respect of legal liability to pay compensation in respect of claims made against you arising directly or indirectly from terrorism up to an amount of £5,000,000 or the limit of indemnity whichever is the lower
- ! Cover provides protection for legal liability world-wide for damages and legal costs of up to £10 million
- ! Cover up to £25,000 for costs and expenses incurred in securing the eviction of squatters from residential premises



## Where am I covered?

✓ This policy covers you in the United Kingdom.



## What are my obligations?

- You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete
- You must tell us immediately if any facts contained on the Statement of Facts change
- In the event of a loss, theft or malicious act, you must report the incident to the police within 24 hours of the incident and obtain the crime reference number
- You must comply with all the terms, conditions and endorsements of this policy and the truth of the statements and answers in the proposal except where it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance
- You must inform us when any property or part of a property becomes unoccupied for more than 30 consecutive days
- If the premium has been calculated on estimates given by you, you must keep an accurate record of all relevant particulars which shall be available to us for inspection
- You must send us unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. You shall also give us written notice immediately you know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy
- You must pay the appropriate additional premium from the date on which the items become your responsibility.
- You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site
- In the event of any legal proceedings or if there is a conflict of interest, you have the right to choose your own nominated representative. You must send us the name and address of such person before the commencement of any legal proceedings
- You must co operate fully with us and the nominated representative and must keep us up to date with the progress of the claim
- You must give the nominated representative any instructions that we require
- If we ask, you must tell the nominated representative to have legal costs taxed, assessed or audited
- You must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.



## When and how do I pay?

You can pay for your policy as a one off payment via Credit/Debit Card or you can set up a Direct Debit. All Direct Debits are subject to a premium charge and instalments are spread over ten months.



## When does the policy start and finish?

The policy starts on the date of your choice and runs for 12 months. The start and finish date of your policy are found in your Certificate.



## How do I cancel the contract?

You are entitled to cancel your insurance policy at any stage during the policy term. You are entitled to a cooling-off period of 14 days, from inception or receipt of your documents, whichever is the later, in which to consider the content of your insurance policy, and the extent of the cover therein. Cancellation of your policy within this period is therefore subject to a full refund.

Provided that there have been:

- No claims made under the policy for which we have made a payment;
- No claims made under the policy which are still under consideration;
- No incident likely to give rise to a claim but is yet to be reported to us.

Cancellations made after the cooling-off period will be subject to a cancellation fee by Discount Insurance. We will retain a proportional premium for time on cover. Please note any administration fees charged for policy set up are nonrefundable if cancelled after the cooling off period.

To cancel the contract you can either write to us at Discount Insurance, 27 Great West Road, Brentford, London, TW8 9BW or speak to our customer services team by calling 0208 847 8000.