

Unoccupied Property Summary of Cover

Important, please read.

This is a summary of the policy and does not contain the full terms and conditions of cover, which can be found in the policy documentation. It is important that you read the policy documentation carefully when you receive it.

Who is the Insurer?

The insurer of the policy is Aviva Insurance Limited.

What is Unoccupied Property insurance?

The Unoccupied Property policy is a type of Property Owners package policy offering protection for property that has become unoccupied, and occupied properties where the property is currently in probate.

What are the Key covers, features and exceptions of Unoccupied Property insurance?

Your policy includes the following key covers, features and exceptions which are set out in full in your policy documentation.

- **Property Damage** – protects against loss or damage to the Buildings and/Contents.
- **Employers Liability** – provides cover if you become legally liable for bodily injury to your employee(s).
- **Property Owners Liability** – provides cover if you become legally liable for injuries to a member of the public or their property.

Additional Benefits

- 24-hour, 365-days-a-year claims helpline, providing emergency assistance when it's needed.
- Risk Services Help Line – office hours – for advice on safety, fire, security and other risk related issues.

Property Damage – Cover, Features and Benefits

Cover is provided based on Insured Events as stated as applying in Your Schedule.

Insured Events can include:

Loss or damage from specific causes:

- Fire
- Explosion
- Aircraft
- Riot, Civil Commotion and Malicious Damage
- Earthquake
- Underground Fire



- Spontaneous Combustion
- Storm, Flood and Falling Trees
- Escape of Water/Oil
- Impact
- Theft or Attempted Theft
- Glass
- Subsidence
- Accidental Damage

Cover includes:

- Changing locks, up to £5,000 per claim
- Environmental costs up to £2,500 per period of insurance
- Fly tipping, £5,000 per period of insurance
- Loss minimisation and prevention expenses, £5,000 per period of insurance
- Tenants Debris Removal, up to £25,000 per claim
- Tree felling and lopping, up to £2,500 per period of insurance

Exceptions and Limitations:

- Wear and tear, corrosion, gradual deterioration, faulty or defective design, materials
- Faulty or defective workmanship, operational error or omission by you or your employees
- Mechanical or electrical breakdown or derangement
- Pollution or contamination
- Fire damage involving the application of heat
- Damage to gates, fences or moveable property in the open by weather-related incidents
- Damage other than by fire, arising from production, servicing or testing
- Consequential loss or damage
- The first part of any claim (the excess)
- The cover for a building awaiting demolition and redevelopment is additional costs of debris removal only
- The cover for buildings awaiting refurbishment, redevelopment or renovation excludes the costs that would have been incurred in the absence of any Damage
- Breakage of glass in light fittings and neon signs not owned by you or for which you are responsible
- Breakage of glass in transit, whilst being fitted, or caused by workmen carrying out alterations or repairs to your premises.

Employers' Liability – Cover, Features and Benefits

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses.

Cover includes:

- Legal costs and expenses in defending prosecutions under Health and Safety legislation
- Unsatisfied court judgements in favour of employees injured in your employment by third parties
- Compensation for court attendance – Policyholder / Director / Partner £500 per day and Employee £250 per day
- Legal expenses in connection with Corporate Manslaughter Act.



Exceptions and Limitations

- Cover for acts of terrorism is limited to £5,000,000 per event
- Liability in respect of liquidated damages, penalty clauses and fines
- Work in or on, or travel to or from any offshore support vessel, accommodation, exploration, drilling or production rig or platform
- Bodily injury of employees whilst carried in or upon, entering or getting into, or alighting from a vehicle.

Property Owner's Liability – Cover Feature and Benefits

Protection against your legal liability for bodily injury to third parties and damage to their property, including obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

Cover includes:

- Legal costs involved in the eviction of squatters (non-damage), £2,500 per period of insurance
- Legal expenses and costs in defending prosecutions under all relevant health and safety legislation
- Defective Premises Act liability
- Personal liability cover for employees and directors whilst they are overseas on your business
- Compensation for court attendance – Policyholder / Director / Partner £500 per day and Employee £250 per day
- Employees' and visitors' personal belongings
- Legal expenses arising from Consumer Protection Act 1987 and Food Safety Act
- Data Protection Act 1998 £1,000,000
- Financial loss – Property Owners £500,000
- Legal expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007
- Hired or rented premises
- Environmental Statutory clean-up costs £100,000

Exceptions and Limitations

- Cover for acts of terrorism is limited to £5,000,000 or the Limit of Indemnity specified in the Policy Schedule, whichever is the lower
- For any claim brought in Canada, the United States of America or any territory within its jurisdiction, the most we will pay, inclusive of costs and expenses, is the cover limit
- Loss or damage to property you own or which is loaned, leased, hired or rented to you
- Liability arising out of products supplied in the knowledge that they will be used in the navigation, propulsion or safety of any aircraft or other aerial devices or operation of nuclear installations
- Pollution unless caused by a sudden and identifiable incident
- Work in or on, or travel to or from, or any products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses and fines
- Aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non- compensatory damages
- The first part of any claim (the excess)
- Exposure to, inhalation of, fears of the consequences of exposure to/inhalation of, Asbestos, including any product containing Asbestos
- Costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- Liability imposed on you solely by the terms of any contract condition or agreement in connection with Products Supplied



- Any liability arising directly or indirectly from or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with (a) Virus or Similar mechanism (b) Denial of Service Attack (c) unauthorised access or use of Computer and Electronic Equipment.

How long does my Unoccupied Property insurance run for?

This policy will be in force for the Period of Cover as shown on your Unoccupied Property Schedule and for any period for which you renew the policy, as long as you continue to pay your premium.

What happens if I take out cover and then change my mind?

There are no statutory cancellation rights under this policy.

How do I make a claim?

If you need to make a claim, please call our claims line on **0800 015 1498**. Our line operates 24 hours a day, 365 days a year. In all cases, please quote your policy number.

For our joint protection telephone calls may be recorded and/or monitored.

How do I make a complaint?

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you.

In the first instance, please contact the Guard Unoccupied Property Team on **0800 316 9842**.

We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body if you are eligible to do so (see <http://www.financial-ombudsman.org.uk> for further details). Following the complaints procedure does not affect your right to take legal action.

Would I receive compensation if Aviva were unable to meet its liabilities?

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

This document can be made available in other formats on request.

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