



## **Commercial Property Investors Policy Summary**



# Why choose Folgate's Commercial Property Investors Insurance policy?

For Commercial Property owners, insurance is an essential component to ensure that your property(ies) and staff are adequately protected.

Folgate Underwriting is committed to delivering you quality insurance products that will meet the needs of your business and this product will not only give you the peace of mind of knowing that you're covered when it comes to protecting your business' and its reputation but is crucial to ensure your ongoing business continuity in the event of loss or damage.

## About this document

This document is a summary of the insurance provided by the Commercial Property Investor insurance and, as such, it does not contain the full terms and conditions of your insurance.

You can find the full terms and conditions of the product in the policy document.

This summary is provided to you for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request.

## We offer cover for

This Commercial Property Investors policy includes cover for buildings, property owners' liability and legal expenses as owner or occupier of the property as standard with a range of optional extensions available to enable you to tailor the cover according to your needs.

Optional covers include contents, employers' liability, terrorism, extended legal expenses and higher limits available for property owners' liability.

- ✓ Buildings
- ✓ Contents
- ✓ Property owners' liability
- ✓ Employers' liability
- ✓ Terrorism
- ✓ Legal expenses

## Target market and features

This Commercial Property Investors insurance policy offers a range of covers and caters for a variety of customers, from individuals who own one property, to investors who own multiple properties. This insurance policy is suitable for owners and landlords of commercial properties who let out their commercial property / properties to tenants with necessary tenancy and/or lease agreements in place.

This product is considered suitable for the following property types:

- |                                 |                              |
|---------------------------------|------------------------------|
| ✓ Grade II Listed or equivalent | ✓ Offices & surgeries        |
| ✓ Hotels                        | ✓ Portfolios                 |
| ✓ Industrial estates            | ✓ Retailers                  |
| ✓ Leisure risks                 | ✓ Restaurant & Cafes         |
| ✓ Manufacturers & processors    | ✓ Unoccupied Property        |
| ✓ Multi location available      | ✓ Wholesalers & distributors |
| ✓ Multiple occupancy            |                              |

## Who is this product unsuitable for?

This product is unsuitable for the following customers:

- ✗ Customers that do not let the property and who permanently occupy the buildings
- ✗ Customers who own premises in the course of construction
- ✗ Properties based outside of Great Britain, Channel Islands & Isle of Man

We would also deem risks with the following features to be unsuitable for this product:

- ✗ Grade II\* & Grade I listed properties

- ✗ Properties unoccupied for more than 24 months
- ✗ Properties that have the following commercial tenants:
  - Cinemas
  - Disposable paper products
  - Dry Cleaners / Launderettes
  - Firework risks
  - Fuel retailing
  - Golf equipment wholesaler & distributor
  - Gun retailing
  - Gymnasiums
  - Head shop (smoking paraphernalia)
  - Hostels
  - Mattress manufacturers
  - Nightclubs
  - Office – debt collectors
  - Paint/Varnish manufacturers
  - Pallet manufacturer
  - Places of worship
  - Public houses, wine bars, social clubs with licensing hours past 1am
  - Recycling warehouses
  - Shisha lounges
  - Theatre
  - Vehicle tyre risks

Please contact your insurance broker immediately if you have any concerns regarding the suitability of this insurance policy for your business.

## Policy excesses

Excesses (the amount of any claim that you are responsible for) are shown on the Policy Schedule.

## Reviewing your cover

You should periodically review the policy documentation, and the cover provided to make sure that it continues to meet your needs and that you understand its terms, conditions, limits and exclusions throughout the duration of the policy.

If you wish to make a change or if there is anything you do not understand, please contact your insurance broker immediately.

## Inflation protection

By insuring your buildings and/or buildings and contents, this Commercial Property Investors policy helps take away the burden of keeping your buildings and contents sums insured in line with inflation. We use recognised independent cost indices to amend your sums insured at the time of policy renewal.

## Where am I covered?

In respect of all sections excl. Legal Expenses:

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

In respect of Legal Expenses:

- a) For A) Standard cover – Insured incidents Property legal defence, Property damage and Eviction of squatters: The United Kingdom of Great Britain and Northern Ireland
- b) For B) Optional extended cover – Insured incidents Legal defence and Personal injury: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- c) For all other insured incidents under A) Standard cover and B) Optional extended cover: The United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## What are my obligations?

You must comply with the terms of this policy. Significant or unusual exclusions, endorsements, conditions and limits are detailed in this document below. Further information, including full details of all policy conditions and exclusions can be found in the Policy Wording.

Some of the conditions in this policy impose an obligation (or obligations) on you that require you to do, or not do, certain things. Failure to comply with the terms of this policy may affect your right to recover a claim or claims under this policy.

## When and how to pay?

Payment for your policy should be arranged via your insurance broker. You can either pay for your policy in full or by instalments. If you pay by instalments, you must make regular payments as detailed in your credit agreement.

## Policy duration

This is an annually-renewable policy. The cover starts on the date that we have agreed with you (as shown in the schedule) and lasts for 12 months. We will write to your insurance broker when your policy is approaching renewal.

## Law applicable

Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

## Summary of cover

### Insured causes for buildings & contents

The following causes are provided for your buildings and landlords' contents (if applicable) for the sums insured selected by you:-

- ✓ Fire, lightning or earthquake
- ✓ Explosion
- ✓ Riot, civil commotion, malicious persons & vandals
- ✓ Storm or flood
- ✓ Escape of water from any tank, apparatus, pipe or sprinkler installation
- ✓ Impact by any aircraft or other aerial devices, vehicle or any article falling from them or by animals
- ✓ Leakage of fuel oil, used solely for domestic purposes
- ✓ Theft or attempted theft by forcible and violent entry/exit
- ✓ Subsidence (applicable to Buildings only)

### Optional extension for buildings & landlords' contents

- ✓ Any other accidental damage

## Sections of cover

The following cover applies to this insurance.

The policy is divided into a number of sections and not all sections may be included as part of your insurance. Please refer to the quotation, schedule and/or renewal documentation for confirmation of the sections of cover selected by you.

Covers available	
Section of cover	Limits of indemnity available
Buildings	£10,000,000
Loss of rent or alternative accommodation - Up to 20% of buildings sum insured (or 30% if you have purchased the Loss of rent extension)	
Contents	
Property owners' liability	£2,000,000
Employers' liability	£10,000,000 (£5,000,000 in respect of terrorism)
Terrorism	Included in Buildings and Contents sums insured (whichever applicable)
Legal expenses	Up to £100,000 for all claims resulting from one or more event arising at the same time or from the same originating cause

Buildings extensions to cover	
Extension	Cover provided
Accidental breakage of glass and sanitary fittings	Included within buildings sum insured
Accidental damage to underground services	Up to £5,000 in total during any one claim
Building fees	Included within buildings sum insured
Capital additions	Up to 10% of the buildings sum insured or £500,000 whichever the greater for each item
Drains clearance	Up to £5,000 in total during any one claim
Emergency access	Up to £5,000 in total during any one period of insurance
Extinguishment and alarm resetting expenses	Up to £10,000 any one claim
Fly tipping	Up to £500 any one claim and £5,000 in total during any one period of insurance
Illegal cultivation of drugs	Up to £5,000 in total during any one period of insurance
Landscaped gardens	Up to £25,000 any one claim
Loss of metered water	Up to £25,000 in total during any one period of insurance
Loss of rent and costs for alternative accommodation	Up to 20% of buildings sum insured (or 30% if you have purchased the Loss of rent extension)
Malicious damage by tenants	Up to £5,000 any one claim and £25,000 in total during any one period of insurance
Removal of debris including tenants' contents	Included within buildings sum insured
Removal of nests	Up to £1,000 any one claim
Replacement lock and key cover	Up to £2,500 (or any higher amount shown in your schedule) in respect of one claim or a series of claims arising from the same occurrence
Theft damage to building fabric	Up to £10,000 for any one claim and £25,000 in total during any one period of insurance
Trace and access	Up to £5,000 any one claim and £25,000 in total during any one period of insurance
Tree felling and lopping cover	Up to £1,000 any one claim and £2,500 in total during any one period of insurance
Unauthorised use of electricity, gas, oil and water cover	Up to £25,000 any one claim
Contents extensions to cover	
Extra benefit	Cover provided
Accidental breakage of glass and ceramic hobs and mirrors	Included within Contents sum insured
Audio/visual equipment	Up to the Contents sum insured

Fire extinguishment expenses and emergency services damage	Up to £10,000 any one claim
Outside contents	Up to £2,500 in total during any one period of insurance
Temporary removal	Up to 10% of Contents sum insured

### Terrorism extensions to cover

Extra benefit	Cover provided
Denial of access including civil or military order within 1 mile of property insured*	Up to 10% of the Limit of Indemnity or £1,000,000 (whichever is less) for a maximum period of 90 days
Utilities*	
Pollution	Up to 10% of the Limit of Indemnity or £1,000,000 (whichever is less)
Property in transit	Up to £500,000
Public relations expenses	Up to £10,000
Residential emergency costs and expense	Up to £500 per tenant
Unspecified third-party site	Up to £500,000
Verified threat	Up to 10% of the Limit of Indemnity or £50,000 (whichever is less)

\*Extensions are subject to one overall combined sublimit as described under Cover provided.

### Property owners' liability extensions to cover

Extra benefit	Cover provided
Compensation for court attendance	£250 per person, per day
Contingent motor liabilities	Up to limit of indemnity
Cross liabilities	Up to limit of indemnity
Data protection	Up to £250,000 during any one period of insurance
Defective premises	Up to limit of indemnity
Manslaughter costs	Up to £1,000,000 during any one period of insurance
Personal liability cover	Up to limit of indemnity
Safety legislation defence cover	Up to £1,000,000 during any one period of insurance

### Employers' liability extensions to cover

Extra benefit	Cover provided
Compensation for court attendance cover	£250 per person, per day
Manslaughter costs cover	Up to £1,000,000 during any one period of insurance
Safety legislation defence cover	Up to £1,000,000 during any one period of insurance

Unsatisfied court judgements cover	Up to limit of indemnity
<b>Legal expenses – A) Standard cover</b>	
<b>Insured incidents</b>	<b>Cover provided</b>
<p>Standard cover includes legal expenses cover for the following insured incidents up to £100,000 any one claim:</p> <ul style="list-style-type: none"> <li>- Property legal defence</li> <li>- Tenancy disputes</li> <li>- Repossession</li> <li>- Rent recovery</li> <li>- Property Damage</li> <li>- Nuisance</li> <li>- Eviction of Squatters</li> </ul>	Up to £100,000 for all claims resulting from one or more event arising at the same time or from the same originating cause
<b>Legal expenses – B) Optional extended cover</b>	
<b>Insured incidents</b>	<b>Cover provided</b>
<p>In addition to the Standard cover above, you can extend your cover by purchasing B) Optional extended cover, subject to an additional premium, to include the following:</p> <ul style="list-style-type: none"> <li>- Employment disputes and compensation awards <ul style="list-style-type: none"> <li>a) Employment disputes</li> <li>b) Employment compensation awards</li> <li>c) Employee civil legal defence</li> <li>d) Service occupancy</li> </ul> </li> <li>- Legal defence: <ul style="list-style-type: none"> <li>a) Criminal pre-proceedings cover</li> <li>b) Criminal prosecution defence</li> <li>c) Data Protection</li> <li>d) Wrongful arrest</li> <li>e) Statutory notice appeals</li> <li>f) Jury service and court attendance</li> </ul> </li> <li>- Contract disputes</li> <li>- Debt recovery</li> <li>- Personal injury</li> <li>- Property protection</li> <li>- Statutory licence appeal</li> <li>- Tax protection</li> <li>-</li> </ul>	<p>Up to £100,000 for all claims resulting from one or more event arising at the same time or from the same originating cause</p> <p>or</p> <p>Up to £1,000,000 limit in any one period of insurance for employment disputes and compensation awards</p>
<b>Significant or unusual exclusions, endorsements, conditions and limits</b>	
The following exclusions, conditions and limits apply to your insurance. Further information, including details of all other policy exclusions, conditions and limits can be found in the Policy Wording	
<b>Exclusion, condition or limit</b>	<b>Applicable section(s)</b>
Asbestos exclusion	All (but not applicable to accidental discovery and Section five: Employers' Liability where the limit of indemnity shall be reduced to the minimum amount as required by law)
Communicable disease exclusion	All
Cyber and data exclusion	All
Date recognition exclusion	All
Existing loss and damage exclusion	All



Illegal and criminal acts exclusion	All (but does not apply to Buildings extension – Illegal cultivation of drugs cover)
Maintenance related damage exclusion	All
North America exclusion	All
Northern Ireland exclusion	All (but not applicable to Section five: Employers' liability)
Perfluorinated compounds, perfluoroalkyl and polyfluoroalkyl substances (PFAS) exclusion	All
Pollution or contamination exclusion	All
Radioactive contamination exclusion	All
Sanction(s) restrictions exclusion	All
Terrorism exclusion	All (unless Section three: Terrorism is purchased)
War risk exclusion	All (but not applicable to Section five: Employers' Liability where the limit of indemnity shall be reduced to the minimum amount as required by law)
Application of heat condition	All
Cancellation condition	All
Change in risk information condition	All
Compliance with policy terms condition	All
Composite panel condition	All
Declared value – Correct values at risk must be advised to us. If the sums insured you request are not adequate this will result in the amount that we pay in the event of a claim being reduced.	All
Disclosure and accuracy of information condition	All
Electrical circuit condition	All
Excess aggregation condition	All
Fraudulent claim(s) condition	All
Flat roof condition	Section one: Buildings and Section two: Contents
Fraudulent claims condition	All
Reasonable care condition	All
Roof and gutter maintenance condition	All
Survey condition	All (if shown on the schedule)
Unoccupied properties condition	All
Adequacy of sums insured condition	Section one: Buildings and Section two: Contents
Contribution condition	Section one: Buildings and Section two: Contents



Day one basis of settlement condition	Section one: Buildings and Section two: Contents
Business interruption exclusion	Section three: Terrorism
Loss of use exclusion	Section three: Terrorism
Pollution exclusion	Section three: Terrorism
Requisition exclusion	Section three: Terrorism
Strikes, riots and civil commotion exclusion	Section three: Terrorism
Threat or hoax exclusion	Section three: Terrorism
Utilities exclusion	Section three: Terrorism
War exclusion	Section three: Terrorism

## Information

### Someone to help you when you need it

As accidents and incidents don't only happen between 9am and 5pm the Commercial Property Investors insurance provides a free 24 hour emergency helpline to ensure there's someone to help you when you need it most.

A legal advice service and counselling service providing confidential free advice are also available 24 hours a day, 7 days a week, 365 days a year.

In addition to this, a tax advice service is available from 9am – 5pm Monday to Friday, excluding public and bank holidays.

### Making a claim

To notify a claim please refer to the 'Notices' section of the Policy Wording for contact details applicable to each policy section. Details of the 'Claim notification' and 'Claim procedure' conditions relevant to each policy section can be found in the policy wording.

### Making a complaint

If you have a complaint about your policy or the service you have received from us then you should, in the first instance, refer to your insurance broker/intermediary or advisor.

If your complaint relates to a claim on your policy, please refer to the 'Notices' section of the policy wording for complaints contact details relevant to each policy section.

If you have been given our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

### Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs, please call your insurance advisor to cancel your policy within 14 days of receiving your policy documents or the start date of the policy (whichever is later). We will refund any premium you have paid in full providing that you have not made any claim.

If you cancel your policy after that time, we will return a share of the premium paid which shall be calculated as follows:

Length of cover	Charge applied
15 - 55 days	15% of the insurance premium plus policy administration fee and insurance premium tax
56 - 310 days	Pro-Rata of the insurance premium plus policy administration fee and insurance premium tax
311 days to expiry	No Refund

There will be no refund of premium:

- i. if a claim has been made under this policy or there is a known potential claim, accident or incident likely to give rise to a claim, or
- ii. if this policy is subject to a minimum and deposit premium as shown in the schedule.
- iii. in respect of the Section three: Terrorism

If your policy is subject to survey as shown in the schedule, then the cost of the survey will be deducted from any return premium due to you.

Full details can be found in the policy wording.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).