



# Summary of Cover

## Commercial Property Owners Policy

**This insurance cover is intended to protect up to a maximum of 30 commercial properties that have been let out for the purposes of mixed commercial and residential use only**

### About Your Policy

This document provides a summary of the cover provided by the Commercial Property Owners Policy. This summary is provided to you for information purposes only and does not form part of your insurance contract. It does not fully describe all of the terms and conditions of your policy. You will find the full terms and conditions of the contract in the policy document, a copy of which is available to download from our website

The Commercial Property Owners Policy has been designed to meet the demands and needs of commercial property owners who wish to benefit from cover against some of the risks that may be encountered in the course of running a mixed commercial and residential property portfolio. There are core covers that include buildings and landlords contents, property owners liability and legal expenses. You may also select optional covers that are relevant to the needs of commercial property owners.

You should read the Summary of Cover in conjunction with your Policy Schedule and Policy Wording.

Normally, you will have to pay a contribution towards the cost of any claim (this is known as the excess). These excesses will vary according to the covers you have selected and/or our assessment of your risk. Your Policy Schedule will show the specific excesses applicable to your cover

Amongst other Exclusions as standard practice your policy excludes most Terrorism cover. You are able to purchase additional cover from us to include this aspect of cover if required

To ensure that this Policy continues to meet your needs you should review and update your cover periodically.

Correct values at risk must be advised to us. If the sums insured you request are not adequate this may result in the amount that we pay to you in the event of a claim being reduced.

Your cover will be valid for 12 months and will be renewable annually.

### About Your Cover (Please refer to your policy document for full details of terms, conditions and exclusions)

Please note this **Policy** does not cover any loss, **Damage** or liability however caused or resulting from Coronavirus (Covid 19)

Features and Benefits	Significant Exclusions or Limitations
<p><b>Section 1</b> <b>Public Damage</b> Your buildings and landlords contents are insured against loss or damage caused by a standard range of insured risks normally associated with your trade. In addition cover is automatically extended to include –</p> <ul style="list-style-type: none"> <li>▶ Breakage or collapse of aerials, satellite dishes, fittings, masts, and falling trees</li> <li>▶ Glass cover for fixed glass and sanitary fittings</li> <li>▶ Loss of Oil or metered water</li> <li>▶ Loss of Ground Rent</li> <li>▶ Trace and Access</li> <li>▶ Unauthorised use of utilities</li> </ul> <p><b>OPTIONALLY</b> this Section can be extended to include</p> <ul style="list-style-type: none"> <li>▶ Subsidence, ground heave or landslip</li> <li>▶ Landlords contents</li> <li>▶ Contents of Communal areas</li> <li>▶ Accidental Damage</li> </ul>	<ul style="list-style-type: none"> <li>▶ Acts of Terrorism (unless specifically extended)</li> <li>▶ Only very limited cover applies to premises which are unoccupied for longer than 30 days.</li> <li>▶ Subject to annual inspection of flat felt roofs over 10 years old</li> </ul>

Features and Benefit	Significant Exclusions or Limitations
<p><b>Section 2</b>  <b>Loss of Rent and Alternative Accommodation. (OPTIONAL)</b>  <b>If you have selected this option your needs are those of a mixed commercial and residential property owner who wishes to protect their rental income in the event of the occurrence of an insured risk</b></p> <p>Covers Loss of Rental Income and the cost of alternative residential accommodation in the event of damage to the premises rendering them unfit for habitation</p> <p>Cover is automatically extended to include:</p> <ul style="list-style-type: none"> <li>▶ Re letting costs</li> <li>▶ Prevention of Access</li> <li>▶ Failure of Public</li> <li>▶ Supply Rent review</li> </ul>	<ul style="list-style-type: none"> <li>▶ Alternative Accommodation costs limited to a maximum of 20% of the building sum insured and 24 Months Indemnity Period Loss of Rent (unless selected)</li> <li>▶ Acts of Terrorism (unless specifically extended) Damage or loss which is not covered under section 1</li> <li>▶ Access restrictions of less than 24 hours and any amount in excess of £25000.</li> <li>▶ Public supply Interruptions of less than 24 hours and any amount in excess of £25000</li> </ul>
<p><b>Section 3 Business Liability</b>  <b>Sub Section B - Property Owners Liability</b></p> <p>Covers the cost of liabilities arising from the ownership of the property. Cover is automatically extended to include</p> <ul style="list-style-type: none"> <li>▶ Legal Liability incurred under the Defective Premises Act 1972</li> <li>▶ Legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974 limited to £1,000,000</li> <li>▶ Consumer Protection Act 1987.</li> <li>▶ Indemnity to Individual Owners</li> </ul>	<ul style="list-style-type: none"> <li>▶ Liability arising directly or indirectly from gradual pollution or contamination</li> <li>▶ Injury or damage involving any dog described in Section 1 of the Dangerous Dogs Act</li> </ul>
<p><b>Section 3 (Continued)</b>  <b>Sub Section A - Employers Liability (OPTIONAL)</b>  <b>If you have selected this option your needs are those of a residential property owner who employs staff to undertake duties at their premises and who needs protection to meet their legal obligations</b></p> <p>Covers the costs of meeting your legal liabilities to Employees injured in the course of their employment</p> <p>The following will automatically be included</p> <ul style="list-style-type: none"> <li>▶ Employers Liability £10M including costs and expenses Unsatisfied Court Judgements</li> <li>▶ Legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974 limited to £1,000,000</li> <li>▶ Legal costs in respect of Corporate Homicide - Limited to £1,000,000</li> </ul>	<ul style="list-style-type: none"> <li>▶ Liability for which compulsory motor insurance is required.</li> </ul>
<p><b>Section 4</b>  <b>Legal Expenses</b></p> <p>Including:</p> <ul style="list-style-type: none"> <li>▶ Employment Disputes &amp; Compensation Awards</li> <li>▶ Tax Protection</li> <li>▶ Property</li> <li>▶ Legal Defence</li> <li>▶ Compliance &amp; Regulation</li> <li>▶ Statutory Licence Appeals</li> <li>▶ Loss of Earnings</li> <li>▶ Employees' Extra Protection, Bodily Injury and Identity Theft</li> <li>▶ Crisis Communication</li> <li>▶ Contract &amp; Debt Recovery</li> <li>▶ Residential Property Owners Protection</li> </ul>	<ul style="list-style-type: none"> <li>▶ Personal Injury claims are excluded Loss or damage to property is excluded</li> <li>▶ Total awards payable shall not exceed £1,000,000 in any one period of insurance</li> <li>▶ Extended cover is not available for commercial tenants</li> </ul>

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## Excesses

For details of the excesses applicable to your policy, please refer to the written quotation confirmation where we have provided you with a quotation or to your policy schedule if you have a live policy with us.

## Your Insurers

Your Insurers will be stated on your Quotation and Policy Schedules.

## Cancellation Procedures

### Cancellation of your insurance

Cancellation by You within the first 14 days

If, having examined Your Policy documentation, You decide not to proceed, You may cancel, this Policy within the first 14 days. The 14 day period starts on the day You receive the Policy documentation, or the day You enter into this contract of insurance whichever is the later. When We have received notice of decision not to proceed, any premiums You have paid will be returned, unless You have made a claim. If You have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to You.

Cancellation by You at any other time

You may cancel this Policy at any other time after this 14 day period by writing to Us. If You have not made a claim, We will return any premium You have paid for any Period of Insurance left. We will not return any premium if the amount is less than £25.

Cancellation by Us

We are not bound to accept any renewal of this Policy

Where there is a valid reason for doing so We may cancel this Policy by sending You 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to Your correspondence address shown in the Schedule.

Valid reasons for cancellation may include but are not limited to:

- ▶ Where We have been unable to collect a premium payment. In this case We will contact You in writing requesting payment by a specific date. If We do not receive payment by this date We will write to You again notifying You that payment has not been received and giving You 14 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your Policy will be cancelled. If payment is not received by that date We will cancel Your Policy from the date Your last instalment was due;
- ▶ Where You are required in accordance with the terms of this Policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that affects Our ability to process a claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation by the end of the 14 day cancellation notice period;
- ▶ Where there is a failure by You to exercise the duty of care regarding Your property as required by the paragraph headed 'Reasonable care' in the General conditions section of this Policy document;
- ▶ Where We reasonably suspect fraud;

### When Your premiums are paid by the instalment plan

If the Policy is cancelled by Us or by You

- (a) Any outstanding balance of Your loan and any additional charges levied by the finance provider in accordance with the terms and conditions of Your credit agreement will be deducted from any return of premium due to You
- (b) You will become liable for the difference if the return premium is less than the balance due to the loan provider We will return any premium You have paid for any Period of Insurance left. However, We will not return any premium if the amount is less than £25.

### Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above You shall immediately return to Us any effective Certificate(s) of Employers Liability Insurance.

## Payment of Your Premium

Your Insurance advisor will advise you how you can pay your premium and will let you know if there are any fees or charges applicable.

## Making A Claim

A full explanation of our claims procedures can be found in your policy booklet within the Claims Conditions section and specific claims contact details will be stated on your Policy Schedule.

## Customer Complaints

This insurance is administered on behalf of your insurer by the administrator.

We hope that you are extremely happy with your Commercial Combined insurance policy but we do recognise that on occasions things can go wrong.

If your complaint is about the way your policy was sold to you please contact the administrator who arranged your policy for you. Their address and telephone number are shown on your policy schedule.

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## Contacting Your Insurer

If You have a complaint about Your Insurer or a claim please contact Your Insurer directly. Their contact details can also be found on Your Policy Schedule.

Once Your Insurer has received Your complaint they will;

- ▶ Send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint

and

- ▶ Respond in full to Your complaint within 8 weeks. If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly. They will also let You know when they will contact You again.

## If you are still dissatisfied

If You remain dissatisfied, and Your insurer subscribes to the service, You may refer Your complaint to the Financial Ombudsman Service (FOS);

& **Telephone** 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

– **In writing to** Financial Ombudsman Service  
Exchange Tower Harbour Exchange Square  
London E14 9SR

W **Website** [www.fos.org.uk](http://www.fos.org.uk)

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million pounds Sterling or the trustee of a trust with a net asset value of less than one million pounds Sterling.

**You** can refer to the Financial Ombudsman Service if **You** are dissatisfied with **Your Insurers** final response or if they have not issued their final response within eight weeks from the time **You** first raised the complaint. They offer a free and independent service for resolving disputes about most financial matters and **You** have six months from the date of the final response letter to contact them. However they will only consider **Your** complaint once **You** have tried to resolve it with **Your Insurer**.

Following the complaints process does not affect Your right to take legal action

Eaton Gate MGU Ltd are dedicated to resolving your complaint so if you have a complaint about Eaton Gate MGU Ltd or wish to discuss a complaint you have with your administrator or insurer, please contact the Eaton Gate MGU Ltd customer services team;

– **Telephone** 0333 234 1741

– **By e-mail** [complaints@egmgu.co.uk](mailto:complaints@egmgu.co.uk)

– **In writing to** Customer Services Manager, Eaton Gate MGU Ltd. 20 St Dunstan's Hill, London, EC3R 8HL

## Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to this contract will be in English.

## Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and regulated by the Financial Conduct Authority. You can check their website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or You can phone them on 0800 111 6768.

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### Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd is covered by the Financial Services Compensation Scheme (FSCS) This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS;

& **Telephone** 0800 678 1100 or 020 7741 4100

8 **By e-mail** enquiries@fscs.org.uk

– **In writing to** Financial Services  
Compensation Scheme  
10th Floor, Beaufort House  
15 St Botolph Street  
London EC3A 7QU

W **Website** www.fscs.org.uk

If you telephone FSCS then please have any relevant correspondence to hand.

### About Eaton Gate MGU Ltd

Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

### Telephone Call Recording

**CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES**