

Insurance Product Information Document

Company: Contessa Limited

Product: Contessa Limited Republic of Ireland Property Owners Policy

Contessa Limited is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA). FCA Firm Reference Number 308489

This document is a summary of insurance cover and restrictions found in the *Policy*. It is not personalised to your individual selections and does not provide a complete representation of all the provisions of your *Policy*. Please refer to your policy documentation, including the *Policy Schedule*, for full details of your cover and the terms and conditions.

What is this type of insurance?

This *Policy* provides insurance for Property Owners and has been designed to protect your property from damage and any resulting loss of rental income. The policy also covers your legal liability for injury or damage as set out in the *Policy*.



What is insured?

Unless otherwise stated in your *Policy Schedule*, the following is insured:

Section 1 – Buildings

- ✓ Reinstatement or replacement following *Damage* to the Property Insured, which includes buildings and landlords contents, by an Insured Peril, such as Fire; Lightning; Explosion; Aircraft, or other aerial devices or articles dropped there from; Riot; Civil Commotion; Strikers; Locked Out Workers; Persons taking part in Labour Disturbances; Malicious Persons; Theft; Earthquake; Storm; Flood; Overflowing or Leaking of any Sprinkler Apparatus; Escape of Water from any Tank, Apparatus or Pipe; Impact by any road vehicle or animal, falling trees branches and falling aerials:
- ✓ The policy covers alterations/additions/new buildings (Capital Additions) on your premises up to €1,000,000 or 10% of the total sum insured, whichever is lower.
- ✓ *Damage* to Cables and Underground Pipes, up to €5,000.
- ✓ Book Debts, up to €10,000.
- ✓ Breakage of fixed glass, including costs of boarding up and repairing window frames, up to €5,000.
- ✓ Personal Possessions of directors, partners, customers, visitors and Employees, up to €500.
- ✓ Removal of Debris for the contents of tenants, up to €5,000.
- ✓ Theft of Keys, up to €5,000.
- ✓ Trace and Access, up to €5,000.
- ✓ Unauthorised Use of Utilities, up to €10,000.

Section 2 – Rental Income

- ✓ Loss of gross rentals and increases in costs of working in the event of damage to the property insured.
- ✓ Capital Additions covered to 10% of the total Gross Rentals Sum Insured or €1,000,000 whichever is less
- ✓ Failure of Public Supply
- ✓ Loss of Attraction up to €50,000 or the Sum Insured in respect of each Premises whichever is less, or €250,000 in total
- ✓ Murder, Suicide or Disease in the premises
- ✓ Professional Accountant Charges

Section 3 – Property Owners Liability

- ✓ Your legal liability for accidental Bodily Injury to any person, except to any Employee, or Damage to material property.
- ✓ Your liability for nuisance or trespass, obstruction, loss of amenities or interference with any right of way, air, light or water or other easement in connection with the Business.
- ✓ Compensation for Court Attendance connected to a claim under the *Policy*, up to €250 per day for any of your directors or partners and €100 for each Employee.



What is not insured?

Section 3 – Property Owners Liability

This represents a non-exhaustive selection of some of the *Policy* exclusions:

- ✗ Asbestos.
- ✗ Mechanically-Propelled Vehicles, Aircraft, Hovercraft or Watercraft.
- ✗ Computer Hardware and Systems.
- ✗ Legionellosis.
- ✗ Pathogenic Organisms.
- ✗ *Damage* to Property Insured arising from work carried out by the Insured.
- ✗ *Damage* to property held in trust except for personal effects, buildings temporarily occupied by you, or premises hired, leased rented or lent to you under agreement.
- ✗ Any loss or liability arising from goods or products manufactured, sold, supplied, altered, distributed, constructed, repaired, serviced, treated, or installed or let on hire by you.
- ✗ Any liability for liquidated damages, fines or penalties which apply solely due to a contract.
- ✗ Professional Indemnity.
- ✗ Product Recall or Guarantee.
- ✗ Fines or punitive Damages awarded by a Court of Law.
- ✗ Any liability for which compulsory motor insurance or security is required under any road traffic act legislation.
- ✗ Silica.
- ✗ Lead.
- ✗ Operational Risk – any trade carried out by any tenant
- ✗ Underground Services, including no cover for underground property and services unless, before commencement of work, you have inquired with the relevant authorities or owners of such underground property and services and recorded in writing their locations.
- ✗ Rip & Tear, including the costs of digging out, breaking out, removing or replacing of any concrete or cement product.
- ✗ Any liability arising out of or in any way connected with any work which exceeds 3 metres in depth.
- ✗ Any liability arising in connection with work undertaken by you or any person employed at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 10 metres.

Section 4 – Employer's Liability:

- ✗ Any liability directly or indirectly caused by or contributed by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive toxic explosive or other

Section 4 – Employer’s Liability

- ✓ Your legal liability for *Bodily Injury* to any Employee arising out of their employment by you in the course of the Business.
- ✓ Compensation for Court Attendance connected to a claim under the *Policy* (€250 per day for any of your directors or partners and €100 for each Employee).
- ✓ Unsatisfied Court Judgements.

Optional Insured Perils (if selected)

- Additional Perils for unoccupied properties
- Accidental Damage
- Subsidence, Ground Heave and Landslip

hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- ✗ Any liability for which compulsory motor insurance or security is required under any road traffic act legislation.
- ✗ Any liability arising out of work undertaken or operations located Offshore.
- ✗ Operational Risk – any trade carried out by any tenant.
- ✗ Any liability arising out of or in any way connected with any work which exceeds 3 metres in depth.
- ✗ Any liability arising in connection with work undertaken by you or any person employed at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 10 metres.



Are there any restrictions on cover?

- ! Conditions, endorsements and clauses may apply to your *Policy* and restrict certain types of cover.
- ! You are responsible for the payment of any excess (the amount you have to pay towards a claim) noted in your *Policy*.
- ! The Unoccupancy Conditions Precedent detailed in the *Policy* are applicable to both unoccupied properties and unoccupied portions of occupied properties. Insured Perils for unoccupied premises are reduced to Fire, Lightning, Explosion and Aircraft only.



Where am I covered?

- ✓ The Republic of Ireland



What are my obligations?

- You must comply with the terms and conditions in your *Policy*.
- You must take care when answering questions in relation to this insurance *Policy* and ensure that all information provided is accurate and complete.
- You must notify us immediately of any changes to the information you have provided via your Insurance Broker or advisor.
- You must let us know within 7 days’ via your Insurance Broker or advisor if any occupied building becomes unoccupied, or if any unoccupied building or unoccupied portion of a building becomes occupied. Please note that a premium adjustment may be required.
- You must take reasonable care to prevent accident, injury, loss and damage.
- You must report any incident that occurs which might result in a claim to us immediately via your Insurance Broker or advisor, and follow the claims procedure set out in your *Policy*.



When and how do I pay?

The premium is shown in your *Policy Schedule*.

You must pay the premium due for this *Policy* to your Insurance Broker or advisor within 60 days’.

Your Insurance Broker or advisor will advise the methods of payment available to you.



When does the cover start and end?

Your *Policy* will start and end on the dates specified as the Period of Insurance in your *Policy Schedule*, unless it is cancelled by you or by us before it ends. Our right to cancel is set out in the *Policy*.



How do I cancel the contract?

You may cancel this *Policy* at any time in writing to your Insurance Broker or advisor.

You may be entitled to a pro-rata return of premium on the basis that we receive or retain 33.33% of the annual *Premium* in respect of Sections 1 – Buildings and Section 2 – Rental Income, and 100% of the annual *Premium* in respect of Section 3 – Property Owners Liability and Section 4 – Employers’ Liability. This is provided that no claims have been made under the *Policy* and no events have occurred which may give rise to a claim but have yet to be reported to us.

Where the *Premises* are unoccupied at inception of the *Policy*, we will retain a different amount of the *Premium* as set out in the *Policy*.