

This document is a guide to the cover provided under your Optima Property – Commercial All Risks policy. It is only a summary and does not contain the full terms and conditions of the contract. For full details of your cover please read your insurance policy, your schedule (which indicates operative sections) and any endorsements that apply. A copy of your insurance policy booklet can be obtained by visiting www.groupama.co.uk/products/ or by contacting your Insurance Advisor.

Groupama Insurance Company Limited provides this insurance.

Type of Insurance Commercial All Risks Property Owners Package

Period of Cover 12 Months or as shown on the Schedule

The law which applies to the contract The law of England and Wales unless agreed otherwise

PROPERTY

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
<p>The Property section covers loss or damage to property insured from any cause not excluded</p>	<p>Loss or damage caused by malicious persons, escape of water or oil, theft or attempted theft and breakage of glass or sanitaryware whilst the buildings are unoccupied or not in use The cost of wear and tear, lack of maintenance or other gradual deterioration Loss or damage caused by contractors on the premises carrying out substantial alterations or extensions to buildings, unless:-</p> <ul style="list-style-type: none"> • you advise us and we agree in advance • appropriate precautions that we specify are complied with <p>Theft:-</p> <ul style="list-style-type: none"> • From the open or an outbuilding • of contents from furnished accommodation unless involving forcible and violent entry to the buildings <p>Weather damage to fences, gates and other property in the open</p> <p>The first £250 of each and every loss (Where the policy is extended to include subsidence, a higher excess will apply to subsidence damage)</p> <p>Pollution or contamination unless arising from a defined peril</p> <p>Malicious Damage in Northern Ireland</p> <p>Loss or damage due solely to a change in the water table level</p> <p>Restriction - If the sum insured at the time of a loss is less than 85% of the total value of the property insured (including the costs of complying with relevant building legislation, debris removal costs and professional fees) the amount payable will be proportionately reduced</p> <p>Condition – if buildings are unoccupied for more than 21 consecutive days, you must let us know and put in place specific security, fire and weather protections for cover to continue</p>	<p>Property</p> <p>“contractors” is defined in the Definitions section of the policy</p> <p>“contents of furnished accommodation” is defined in the Definitions section of the policy</p> <p>“excess” is defined in the Definitions section of the policy</p> <p>“defined peril” is defined in the Definitions section of the policy</p>

PROPERTY (Continued)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
Day One Reinstatement conditions apply with a standard 15% uplift provided on sums insured		Property
Up to £500 for the cost of replacing locks in insured buildings following loss of keys	Cover does not apply to theft of keys outside business hours or from any unoccupied building	Property
Up to £10,000 for the cost of repair to septic tanks and underground services (for which you are responsible)		Property
Up to £10,000 for the cost of refilling fire extinguisher equipment and resetting fire, intruder alarm and CCTV systems following insured damage		Property
The cost of metered water and gas charges following damage to the water or gas apparatus up to a maximum of £5,000	Losses not discovered within 180 days or occurring when the buildings are Unoccupied are not covered	Property
Up to £5,000 per loss (£10,000 in any period of insurance) for costs of locating the source of escape of water from any apparatus in the buildings including repairs to walls floors and ceilings	The cost of repairs to the water apparatus itself is excluded	Property
Loss or damage to furniture, furnishings and carpets in common parts of the buildings or whilst temporarily removed within the territorial limits for cleaning, alteration or repair	The maximum amount payable is:- <ul style="list-style-type: none"> the greater of 5% of the buildings sum insured or £10,000 £2,500 for property temporarily removed 	Property "territorial limits" is defined in the Definitions section of the policy
Up to £10,000 for unauthorised use of gas, water and electricity by persons taking possession of your property without your authority		Property
The cost of alternative accommodation in respect of the residential portion of buildings for the period necessary to repair them following insured damage	The maximum amount payable is 20% of the sum insured apportioned to the residential part of the buildings This feature is not available if the Business Interruption section is operative	Property
Newly acquired or constructed buildings and alterations or additions to existing buildings within the territorial limits are insured from the time you are responsible for them until the next renewal date if not otherwise insured for the lesser of 10% of the Buildings sum insured or £250,000	You must pay any appropriate additional premium	Property "territorial limits" is defined in the Definitions section of the policy
We will not invalidate the insurance by this section due to any act, omission or alteration that increases the risk of damage but is unknown to you or beyond your control	Immediately you become aware of any such act, omission or alteration, you must pay any appropriate additional premium	Property

BUSINESS INTERRUPTION

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further details
This section covers loss of gross rent and additional costs of working following damage to the property insured by any cause not excluded	<p>Exclusions</p> <p>Loss arising from damage caused by malicious persons, escape of water or oil, theft or attempted theft and breakage of glass or sanitaryware whilst the buildings are unoccupied or not in use</p> <p>Loss arising from wear and tear, lack of maintenance or other gradual deterioration</p> <p>Loss arising from damage caused by contractors on the premises carrying out substantial alterations or extensions to buildings</p> <p>Loss arising from theft:-</p> <ul style="list-style-type: none"> from the open or an outbuilding of contents from furnished accommodation unless involving forcible and violent entry to the buildings <p>Loss arising from weather damage to fences, gates and other property in the open</p>	Business Interruption
Loss arising from damage to property in the vicinity of the premises that hinders or prevents use of or access to the premises	The maximum amount payable is £25,000	Business Interruption
Loss arising from accidental failure of gas, water or electricity services at the insured premises	<ul style="list-style-type: none"> Periods of interruption lasting less than 24 hours Where the service is withheld by the supplier Loss due to a fault in the installation at your premises <p>The maximum amount payable is £25,000</p>	Business Interruption
Loss arising from closure of the premises due to vermin, pests, defects in drains or defective sanitation	The maximum amount payable is £25,000	Business Interruption
Damage to your property at Managing Agents premises within the territorial limits	The maximum amount payable is £25,000	Business Interruption "territorial limits" is defined in the Definitions section of the policy

EMPLOYERS LIABILITY

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
<p>This section covers your legal liability to employees arising out of injury sustained by them during the course of their employment (including claimants costs and expenses)</p> <p>Legal defence costs in defending a claim are also insured, subject to our agreement</p>	<p>Exclusions</p> <p>Liability arising from work or visits offshore</p> <p>Injury involving motor vehicles in circumstances where motor insurance is required by law</p> <p>Injury involving mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos</p>	Employers Liability "injury", "employee" and "offshore" are defined in the Definitions section of the policy
Costs and expenses in connection with prosecutions and appeals against convictions arising under Health & Safety Legislation, subject to our agreement		Employers Liability
Court attendance compensation for directors, partners or employees attending court at our request as a witness in relation to a claim under this insurance	<p>The maximum amount payable is:-</p> <ul style="list-style-type: none"> £500 per day for a director or partner £250 per day for an employee 	Employers Liability "injury", "employee" and "offshore" are defined in the Definitions section of the policy
This insurance will indemnify any principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you	<p>The principal must comply with the terms and conditions of the policy</p> <p>We must have full control of all claims</p>	Employers Liability

PROPERTY OWNERS LIABILITY

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
<p>This section covers your legal liability to third parties arising out of injury or damage to their property sustained by them arising out of ownership of the property insured (including claimants costs and expenses)</p>	<p>Exclusions</p> <ul style="list-style-type: none"> • Liability arising out of any building or part of a building unoccupied for more than 21 consecutive days, unless you notify us and the buildings are adequately secured • Liability arising out of pollution or contamination unless caused by a sudden identifiable unintended and unexpected occurrence • Liability arising out of any site clearance, excavation, construction or structural alteration, extension or demolition • Liability arising from work or visits offshore • Injury involving mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos • The maximum amount payable in respect of all indemnity under this section in respect of or arising out of any one occurrence or series of occurrences attributable to one original cause or source will not exceed in the total the Limit of Indemnity 	<p>Property Owners Liability</p> <p>"pollution or contamination" is defined in the Definitions section of the policy</p> <p>"offshore" is defined in the Definitions section of the policy</p> <p>The schedule shows the limit of indemnity</p>
<p>Liability arising under Section 3 of the Defective Premises Act 1972 in relation to premises previously owned or leased but now disposed of</p>	<p>Liability arising from injury or physical loss happening prior to the disposal of the premises is excluded Liability arising from physical loss to the premises disposed of or for remedying any defect in the premises disposed of is excluded</p>	<p>Property Owners Liability</p>
<p>Liability incurred by you, directors, partners, employees or members of your family arising from temporary overseas business visits</p>	<p>Liability arising</p> <ul style="list-style-type: none"> • in North America or Canada • from a profession or trade • from firearms, mechanically powered craft, non-domestic animals or property held in trust • from injury to you, directors, partners, employees or family members <p>is excluded</p>	<p>Property Owners Liability</p>
<p>If this Policy is issued in the joint names of more than one insured we will indemnify each party as though a separate policy has been issued to each of them</p>		<p>Property Owners Liability</p>
<p>Costs and expenses in connection with prosecutions and appeals against convictions arising under Health & Safety Legislation, subject to our agreement</p>		<p>Property Owners Liability</p>
<p>Court attendance compensation for directors, partners or employees attending court at our request as a witness in relation to a claim under this insurance</p>	<p>The maximum amount payable is:-</p> <ul style="list-style-type: none"> • £500 per day for a director or partner • £250 per day for an employee 	<p>Property Owners Liability</p> <p>"director", "partner" or "employee" is defined in the Definitions section of the policy</p>
<p>Liability to pay compensation for damage or distress under section 13 of part II of the Data Protection Act</p>	<p>The act or omission from which the liability arises must have occurred within the period of insurance and in connection with the business</p> <p>You must be correctly registered in accordance with the requirements of the Data Protection Act 1988</p> <p>The insurance does not apply to any costs of replacing, reinstating, rectifying, destroying or erasing any data</p>	<p>Property Owners Liability</p>

PROPERTY OWNERS LIABILITY (Continued)

Significant Features and Benefits	Significant Exclusions or Limitations	Section of the Policy that Contains further Details
This insurance will indemnify any principal for legal liability arising out of work carried out by you under a contract or agreement so long as indemnity would have been provided had the claim been made against you	The principal must comply with the terms and conditions of the policy We must have full control of all claims	Property Owners Liability
We will also indemnify any director, partner or employee or fire or ambulance services if you so wish, so long as indemnity would have been provided had the claim been made against you	We must have full control of all claims Such person must not be entitled to indemnity under any other insurance	Property Owners Liability
We will indemnify you in respect of movement of any obstructing motor vehicle that is not under your control to allow access to the premises or the movement of another vehicle	The vehicle owners ignition key must be used to move the vehicle The person moving the vehicle must be competent to do so Cover does not apply in circumstances where compulsory insurance is required or to the vehicle itself or goods carried in or on it	Property Owners Liability

GENERAL EXCLUSIONS

Significant Exclusions or Limitations	Section of the Policy that Contains further Details
Loss damage or liability arising from any incident involving nuclear explosions, radiation or contamination from such incident Acts of War or confiscation, nationalisation or requisition of property in times of war Loss damage or liability arising from acts of terrorism (other than in respect of compulsory Employers Liability insurance)	General Exclusions

Nov 2009

How to complain

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list.

For complaints about claims, please phone **0870 600 2123** or e-mail **smeclaims@groupama.co.uk**.

For complaints about policy administration and documents, please phone **0870 850 0123** or e-mail **sme@groupama.co.uk**.

If you are not satisfied with our final response, you may be able to pass your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on **0207 892 7300**.