



The Connoisseur®
Property Owners Policy Summary of Cover



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01306 740555



Anthony Wakefield & Company
Fine Art & General Insurance Brokers



Connoisseur Property Owners Insurance Policy Summary of Cover - 1

The following summary does not contain the full terms and conditions of the contract which can be found in the insuring document, a copy of which is available on request. The summary does not form part of your contract of insurance.

Insurer

This insurance is underwritten by AXIS Managing Agency Ltd, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicates 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

About Your Policy

This is a Property Owners insurance policy. The main features and benefits are set out below.

Property Owners Insurance cover

This insurance only relates to those sections of the insurance which you request and **We** agree to insure.

Specific features and benefits of the policy (as referenced in the sections contained in the insurance document) include:

The **Buildings** of all structures on the site of the **Premises** belonging to **You** or for which **You** have accepted responsibility including landlord's fixtures and fittings walls gates fences and hedges and the following expenses necessarily incurred with **Our** consent.

Contents are defined as: all property belonging to **You** or for which **You** are responsible whilst contained in **Buildings** insured by this insurance, all as more fully described under Section 4 of this insurance.

Buildings Cover - Limit of Liability:-

- Fire, lightning, explosion or earthquake, subterranean fire
- Riot, civil commotion, strikers locked out, workers or persons taking part in labour disturbances or malicious person
- Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **Buildings**
- Storm or **Flood**
- Escape of water from any tank apparatus or pipe
- Leakage of oil from any fixed oil heating installation excluding defective vaporisation smoke and smudge
- Aircraft and other aerial devices or articles dropped from them
- Breakage or collapse of television and radio aerials, external satellite dishes, aerial fittings and masts
- Impact by any vehicle or animal or falling trees or branches other than if caused by felling or lopping by **You** or on **Your** behalf.
- **Accidental Damage**

The **Buildings** and **Contents** sums insured are not index linked 'Day One' Reinstatement Cover can be provided by the endorsement. Cover can be extended to include **Accidental Damage** for an Additional Premium.



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Buildings Cover - Extensions Applicable:-

- Replacement Locks, the cost of necessarily replacing external door locks and keys to maintain the security of the **Buildings** following theft of keys by forcible and violent means from the **Premises**
- **Damage** or destruction to external landscaping for which **You** are responsible at the **Premises** caused by the Fire Brigade or other authorities attending the **Premises** solely as a result of **Damage** to the **Buildings**
- Additional meter water or gas charges incurred by **You** as a result of **Damage**
- Compensation if **You**, a director or **Employee** sustains bodily **Injury** by violent external and visible means as a result of a malicious attack in the course of theft or attempted theft from the **Buildings**
- **Damage** resulting from the escape of water or fuel oil, if insured, the cost necessarily incurred in locating the source of such **Damage** and the subsequent making good of **Damage** as a consequence
- Newly Acquired **Buildings** (Anthony please provide assistance with this one)
- **Damage** to fixed glass insured by this Section extends to include reasonable costs necessarily incurred in respect of boarding up or temporary glazing pending replacement of broken glass and the removal and re-fixing of window fittings and other obstacles to said replacement
- Clearing of Drains, the costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at **Your Premises** and in the immediate vicinity for which **You** are responsible in consequence of **Damage**
- **Damage** resulting in residential building or residential portion of any **Building** being uninhabitable; or access being prevented to such property
- Costs incurred by **You**, for refilling fire-extinguishing appliances and replacing any used sprinkler heads solely in consequence of **Damage** in extinguishing operations in order to minimize loss for **Damage** to lawns, trees, shrubs and gardens caused by extinguishing operations

Loss of Rent Cover:-

- Reduction in **Gross Rentals**, being: the amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**
- Increase in Cost of Working, being: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals**.

Loss of Rent cover extensions available:-

- Professional Accountants Charges payable to **You** to **Your** professional accountants for producing books of account or other **Business** books or documents or any other proofs information or evidence as **We** may require
- Denial of Access and **Damage** at Managing Agents Premises, loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage**.
- Loss of rent resulting from any occurrence of a Notifiable Disease at the **Premises** or attributable to food or drink supplied from the **Premises**, or any discovery of an organism at the **Premises** likely to result in the occurrence of a notifiable disease.
- Loss of rent resulting from the discovery of vermin or pests at the **Premises**
- Loss of rent resulting from any accident causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority.
- Loss of rent resulting from any occurrence or murder or suicide at the **Premises**.



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Property Owners' Liability cover:-

- **Your** legal liability to pay compensation and claimants costs and expenses consequent upon accidental **Injury** to any person
- **Accidental Damage to Property** accidental obstruction or trespass or loss of amenities nuisance or interference with any right of way air light or water or other easement
- Legal costs incurred with **Our** consent, in connection with the defence of any claim.

Property Owners' Liability cover extensions available:-

- Cover against liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with the **Buildings** at the **Premises** which **You** have disposed of.
- Loss of or **Damage** to visitors' and/or employees' motor vehicles (and/or the contents of and/or accessories on such vehicles) whilst within any car park for which **You** are responsible.
- Cover to apply whilst **You** are engaged solely in commercial secretarial administration and non-manual duties anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man in direct connection with the **Business**
- Legal costs and expenses in defending a prosecution brought under the Health and Safety at Work Act or the Corporate Manslaughter and Corporate Homicide Act, provided that the prosecution relates to offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**
- Extension against legal liability for damages and costs and expenses in respect of bodily **Injury** caused by legionellosis arising out of the **Business**.

Contents Cover:-

- **Contents** in the common parts of the **Building** and in any areas of the building used by **You** office reception show or storage purposes belonging to **You** or for which **You** have accepted responsibility
- Furniture, furnishings and carpets
- Documents, manuscripts, **Business** books, plans and designs but only for the value of the materials and the cost of clerical labour expended in reproducing such records and not for the value to **You** of the information within
- Pictures prints and works of art for an amount not more than GBP500 (five hundred pounds) in respect of any one item and GBP1,000 (one thousand pounds) in total in respect of any claim unless otherwise specifically insured under this insurance
- Personal effects belonging to **You** or **Your** partners, directors or employees

Contents Cover Extensions Applicable:-

- **Property Insured** whilst temporarily removed from the **Premises** for cleaning renovation repair or similar purposes and whilst in transit anywhere within England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- Removal of debris of the damaged parts of the **Property Insured** from the **Premises** or the area immediately adjacent

Extensions to cover available:-

- **Accidental Damage** extension available for either /or **Buildings** and **Contents**
- **Subsidence**, ground **Heave** or Landslip



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Significant or Unusual Exclusions or Limitations

1. Buildings cover

We will not pay for:-

- The **Excess** shown in the Schedule
- **Damage** by frost **Subsidence Heave** or **Landslip**
- **Damage** to gates fences and hedges and moveable property in the open
- **Damage** attributable solely to change in water table level
- **Damage** to television and radio aerial fittings and masts themselves unless specifically insured by this Section
- **Damage** to external satellite dishes unless specifically insured by this Section
- Wear, tear, depreciation or diminution in value

Damage caused by or arising from:

- **Subsidence**, ground **Heave** or **Landslip** (unless specified in the policy schedule)
- normal settling, cracking, shrinkage, bulging, expansion or collapse of **Buildings**, roadways, paths, yards, car parks or swimming pools
- faulty workmanship, defective design, plan or specification or the use of faulty materials
- scratching, denting, mechanical or electrical defect, failure, breakdown or atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
- any process involving cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any property
- use of any article with disregard to manufacturers' instructions
- **You** voluntarily parting with title or possession of any property if induced to do so by fraudulent scheme trick device or false pretence
- the insertion of counterfeit coins or other foreign articles in vending machines and the like
- **Damage to Property Insured** caused by its undergoing any heating process or process involving the application of heat.
- **Damage** to electrical equipment caused by its short circuiting or overrunning not resulting in fire.
- **Damage** due to theft or attempted theft or malicious damage by or in collusion with any member of **Your** family or **Employees**
or to any **Buildings** or portions thereof which are open sided or incapable of being locked or left vacant or becomes disused or which is otherwise insured.
- **Indirect loss** of any kind or description

2. Loss of Rent

- The **Excess** shown in the Schedule

3. Property Owners' Liability Cover

- The **Excess** shown in the Schedule
- **Injury** or **Damage** due to carrying out demolition alterations or additions to the **Premises**
- Liability arising from lifts, elevators, hoists, boilers or pressure plant
- **Injury** sustained by an **Employee** whilst employed or engaged by **You** and arising out of and in the course of his employment or engagement by **You**
- **Damage to Property** belonging to or occupied by **You** or in **Your** care, custody or control or any **Employee** or any goods in **Your** care, custody or control (other than the personal effects of employees or visitors to the **Premises**), or any claims arising in consequence of such loss or **Damage**.



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- Liability for or any award of punitive or exemplary damages whether as fines penalties multiplication of compensatory awards or damages or in any other form
- Liability for:
 - **Damage** on account of “bodily **Injury**”, “property **Damage**”, “personal or advertising **Injury**”, or “medical payments” arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind, including but not limited to mildew, mould, spore(s) or allergens; or
 - Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind, including but not limited to mildew, mould, spore(s) or allergens; or
 - Any obligation or duty to defend any actions on account of “bodily **Injury**”, “property **Damage**”, “personal or advertising **Injury**”, or “medical payments” arising out of, resulting from, or in any way related to any fungus of any kind, including but not limited to mildew, mould, spore(s) or allergens.
- Liability for **Injury**, loss, **Damage**, cost or expense

4. Contents cover

Unless otherwise agreed by **Us**, the following limitations apply to contents:-

- The **Excess** shown in the Schedule
- **Damage to Property Insured** caused by its undergoing any heating process or process involving the application of heat.
- **Damage** to electrical equipment caused by its short circuiting or overrunning not resulting in fire
- **Damage** due to theft or attempted theft by or in collusion with any member of **Your** family or employees
- Property more specifically insured by **You** or on **Your** behalf.
- **Damage to**
 - Jewellery, precious stones, precious metals, bullion, furs or rare books, glass, china, earthenware, marble or other fragile or brittle objects other than works of art specifically insured as part of the **Property Insured** to the limits specified in this insurance;
 - computers or data processing equipment or computer systems records or electrical office equipment;
 - money, cheques, stamps, bonds, credit cards or securities of any description unless specifically mentioned as insured by this Section
- **Indirect Loss** of any kind or description.
- More than GBP500 (five hundred pounds) in respect of any one item and GBP1,000 (one thousand pounds) in total in respect of any claim unless otherwise specifically insured under this insurance.

5. Exclusions that apply to the whole of this insurance:-

We will not pay for loss, **Damage** or liability arising directly or indirectly by:

- Sonic Bangs
- War
- Nuclear reaction, nuclear radiation or radioactive contamination
- Terrorism

We will not pay for any loss, **Damage**, expense or legal liability directly or indirectly caused by, contributed to by, or arising from electronic means or devices.

Provided that this exclusion does not apply to physical loss or physical **Damage** to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

6. Policy Excess

The excess is the amount **You** will have to pay towards each separate claim. The policy excesses are shown in the policy schedule. For claims resulting from **Subsidence, Landslip or Heave** (if applicable) the excess is GBP 1,000. Any specific excesses that may be applied will be advised to you.



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Your duties

- a) **You** must take all reasonable steps to prevent loss, **Damage** or an accident and keep the **Buildings** in a good state of repair.
- b) **You** must tell your broker:
 - within fourteen (14) days of **You** becoming aware about any changes in the information **You** have provided to **Us** which happens before or during any period of insurance;
 - at least fourteen (14) days before **You** start any conversions, extensions or other structural work to the **Buildings**.

When **We** are notified of a change or of any planned structural work **We** will tell **You** if this affects your policy. For example **We** may amend the terms of **Your** policy or require **You** to pay an additional premium. In certain circumstances **We** may cancel **Your** policy in accordance with the “Cancelling This Insurance” section of the policy document. If **You** do not inform us about a change it may affect any claim **You** make or could result in your insurance being invalid.

Period of Insurance

The period covered by this insurance is normally for twelve (12) months. Renewal will be subject to the terms and conditions that apply at the time of renewal.

Cancellation

You can cancel this insurance at any time by writing to **Your** broker.

We can cancel this insurance by giving you thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover:
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either

- the date you receive this insurance documentation; or
- the start of the period of

insurance whichever is the later.

If the insurance is cancelled then, provided **You** have be half the annual premium.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance. If **We** pay any claim, in whole or in part, then no return of premium will be allowed.

Claims

If **You** wish to make a claim, **You** should notify your broker without delay, giving full details of what has happened. Please refer to the “Things **You** must do” in the “How to make a claim” section of the policy documentation for further details.

How We Settle Your Claim

Buildings - **We** will pay the full cost to repair or replace the loss or **Damage** providing the **Buildings** have been maintained in a good state of repair and the sum insured is adequate to cover the full cost of rebuilding the property.

Contents - Providing the sum insured is adequate, **We** will at our option pay either the full cost to repair or, in the event of total loss or destruction of any article, **We** will pay the cost of replacing the article as new as long as **You** have paid or we have authorised the cost of replacement. This basis of settlement does not apply to clothes or pedal cycles where we will take off an amount for depreciation.

The maximum **We** will pay **You** in respect of any item/section will be the sum insured shown in the schedule attaching to the policy document.



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Complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to either **Us** or the Complaints team at Lloyd's

Our address is

Complaints

AXIS Managing Agency Limited
52 Lime Street, London EC3M 7AF

Tel: **020 7050 9000**

Fax: **20 7050 9001**

E-mail: **complaints@axiscapital.com**

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street, London EC3M 7HA

Tel: **020 7327 5693**

Fax: **020 7327 5225**

E-mail: **complaints@lloyds.com**

Website: **www.lloyds.com/complaints**

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from **www.lloyds.com/complaints**. Alternatively, **You** can ask Lloyd's for a copy of this leaflet using the contact details shown above.

If **You** are dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer it to an alternative dispute resolution body.

If **You** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service

Exchange Tower, London
E14 9SR

Tel: **0800 023 4567** (calls to this number are free from "fixed lines" in the UK)

Tel: **0300 123 9123** (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK) Email: **complaint.info@financial-ombudsman.org.uk**

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman

PO Box 114

Jersey

Channel Islands

JE4 9QG.

Tel: **Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610**

Fax: **+44 1534 747629**

Email: **enquiries@ci-fo.org**

Website: **www.ci-fo.org**

If **you** purchased this insurance online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: **http://ec.europa.eu/odr**

This complaints procedure does not affect **Your** right to take legal action.



Connoisseur Property Owners Insurance Policy Summary of Cover - 8

Compensation

We are members of the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available by visiting their website.

Financial Services Compensation Scheme PO Box 300, Mitcheldean GL17 1DY

Tel: **0800 678 1000**
International calls **+44 207 741 4100**
Website: **www.fscs.org.uk**

Law and Jurisdiction

You and **We** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary, this insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Data Protection Notification

For the purposes of this Notice, **We/Us/Our** includes certain **Underwriters** at Lloyd's, the **Coverholder Anthony Wakefield & Company Limited** and any agents. **You/Your** includes the **Insured**, and anyone who provides data to the **Coverholder**, or who is or becomes insured by **Us** under a contract of insurance (the **Policy**).

The security of data is very important to **Us**, which **We** will handle with all appropriate security measures. **We** will collect and process data (including **Personal** information) about any person insured under the **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary **Personal** data uses and disclosures set out in the London Insurance Market Core Uses Information Notice which **You** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your** express consent. All data provided by **You** about other people to be insured, such as **Family**, friends or other associates, must be with their permission. It is **Your** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of the policy, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact **Anthony Wakefield & Company Limited** at:

South House, 21 - 37 South Street, Dorking, Surrey, RH4 2JZ

Tel: **01306 740 555**
Email: **aw@anthonywakefield.com**
Website: **www.anthonywakefield.com**

For information relating to the Underwriters, please contact:

The Data Protection Officer, AXIS Capital, 52 Lime Street, London EC3M 7AF

Email: **dpo@axiscapital.com**
Phone: **0207 877 3907**

If **You** are/is not satisfied with the way in which any **Personal** data has been managed, **You** may complain to the Information Commissioner's Office at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom

Tel: **0303 123 1113 (local rate)**
or 01625 545 745 (national rate)
Email: **casework@ico.org.uk**
Website: **www.ico.org.uk**



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LLOYD'S

Commercial, Household and Specialist Policies Including Antique Dealers and Collectors
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