



**NEW INDIA
ASSURANCE**



Please complete this proposal and return it to
your insurance adviser or to:

The New India Assurance Company Limited,
3rd Floor,
Crown House
Crown Street,
Ipswich,
Suffolk IP1 3HS

Prospectus

**COMMERCIAL
PROPERTY OWNERS**

Commercial Property Owners

Why this is the right policy for Commercial Property Owners

The New India Policy has been specifically designed for the Commercial Property Owner to offer the widest practical range of cover under one Policy and can include both commercial and residential properties.

- An insurance package which offers a simplified policy wording and offering a high level of protection.
- For the Property Owner with a large portfolio of properties, we can offer a tailor made wording to meet individual requirements.



Authorised and regulated by the Financial Services Authority

Commercial Property Owners

Building and Landlord's Contents

New India offers the security of one of the largest worldwide Insurance Companies and fast and effective Customer Service

This Section covers Buildings including Landlord's contents e.g. Furnishings of entrance hall and other common areas up to a limit of £5,000 free of charge.

Buildings and Landlord's Contents are covered for the following:

- (a) Fire and Specified Contingencies: Lightning, Explosion, Aircraft, Riot*, Civil Commotion*, Malicious Damage*, Earthquake, Storm and Flood (excluding moveable property in the open), Escape of Water from water tanks, apparatus or pipes, sprinkler installation Impact including Impact by own vehicles, Sprinkler Leakage, Escape of Oil and Collapse of TV Aerials;
- (b) Subsidence, Ground Heave or Landslip;
- (c) Theft damage to Buildings;
- (d) Theft of Landlord's Contents;
- (e) Accidental breakage of Glass;
- (f) Accidental damage to underground services/pipes for which you are responsible;
- (g) Any other Accidental Damage not specifically excluded.

The Policy does not cover:

- certain uninsurable risks such as wear and tear or gradual deterioration;
- other risks such as Office contents, loss of money and property in transit which can be covered under separate policies.

(*unavailable in Northern Ireland)

Contents

If you have Landlord's Contents with a value above the standard limit of £5,000 per premises, you will need to specify the additional amount required in the Proposal form. If furnished accommodation is provided, New India will be pleased to discuss your insurance requirements.

Extensions

There are numerous extensions automatically covered under the Buildings and Landlord's contents section at no additional cost. For full details please refer to the Policy wording.

- | | |
|--|-------------------------------------|
| 1) Capital additions/temporary removal | 7) Trace and Access |
| 2) Workmen | 8) Clearance of Drains |
| 3) Non-invalidation | 9) Loss of Metered Water |
| 4) Subrogation Waiver | 10) Automatic Reinstatement of Loss |
| 5) Replacement of Locks | 11) Contracting Purchasers |
| 6) Damage to Landscaped Gardens | 12) Other Interests |

Rent

Assessing Your Sums Insured – please refer to this section of the Prospectus

Excess

You will be responsible for:

- 1) The first £250 of each loss from any cause other than damage arising from Subsidence, Ground Heave or Landslip;
- 2) The first £1,000 of each loss arising from Subsidence, Ground Heave or Landslip.

Alternative Bases of Cover

Some insurances may need to be arranged on a different basis or may require special consideration, for example:

- buildings which would not be replaced in their existing form;
- property in a poor state of repair;
- unoccupied buildings;
- buildings in the course of construction or alteration;

New India will be pleased to discuss the arrangement of cover for all these types of risks.

If damage occurs to the Building and your tenants are no longer able to occupy the premises, you may suffer a loss of rent. The Policy provides cover for loss of rent up to the time that the premises are tenanted again, provided that this falls within the indemnity period which you have chosen to cover.

In addition, the rent cover includes:

- Reasonable additional expenditure incurred to minimise loss of rent;
- Service charges where applicable;
- Prevention of access, i.e. damage to neighbouring property which prevents access by tenants to the buildings;
- Protection for rental increases (see Assessing your Sums Insured section of this Prospectus)

Extensions

The following extensions are automatically covered under the Rent Section at no additional cost. For full details please refer to the policy wording.

- 1) Prevention of Access
- 2) Payment on Account
- 3) Managing Agents' Premises
- 4) Automatic Reinstatement of Loss

The type of cover given will be the same as the Buildings Section.

Assessing Your Sums Insured – please refer to this section of the Prospectus.

Terrorism

Terrorism cover can be provided in selected cases at an additional premium, which must be paid to New India within 30 days.

Terrorism cover is not available for risks in Northern Ireland.

Property Owners' Liability

Claims may be made against you by members of the public (not employees), for bodily injury or damage to Third Party property, for which you may be legally responsible as the owner of the Buildings. Whether or not such a claim is successful you could be involved in substantial legal costs. The Policy covers your legal liability to pay compensation up to the limit selected. In addition, your reasonable legal costs including those for health and safety at work and manslaughter defence in connection with a claim are insured.

The limit of liability under this Section can either be £1,000,000 or £2,000,000.

This cover relates solely to liability arising in connection with the ownership of the Building.

Terrorism is excluded entirely from this section.

Extensions

This Section automatically provides the following extensions in cover.

For full details please refer to the policy wording.

- 1) Defective Premises Act 1972
- 2) Wrongful Arrest
- 3) Overseas Personal Liability
- 4) Data Protection Act
- 5) Contingent Liability for Employees Vehicles
- 6) Indemnity to Other Persons
- 7) Compensation for Court Attendance Costs

Employers' Liability – Optional

With few exceptions, all employers must effect Employers' Liability insurance by law.

Injury or disease sustained by your employees in the course of their employment may lead to claims for compensation being made against you. Employers' Liability cover provides an indemnity up to a limit of £10,000,000 against such legal liability and also includes legal costs and expenses. (This is limited to £5,000,000 in respect of Terrorism Acts). Legal costs and expenses include health and safety at work and manslaughter defence costs.

Extensions

This Section automatically provides the following extensions in cover.

For full details please refer to the policy wording.

- 1) Unsatisfied Court Judgements
- 2) Indemnity to Other Persons
- 3) Compensation for Court Attendance Costs

Commercial Property Owners

Legal Expenses – Optional

Cover is for legal costs and expenses incurred in the pursuit or defence of legal rights in or out of court in relation to employment disputes, Data Protection Act, customer disputes for goods or services in the range £200-£5,000, criminal prosecution defence, property, landlord/tenant disputes and statutory licences up to £50,000 any one claim.

In addition Tax and V.A.T. disputes and Directors Protection Cover are included up to £25,000 any one claim.

Attendance expenses as witness or juror up to £100 per employee per day subject to a maximum of £1,000 are included for unrecoverable wages/salaries, subject to the overall limit for the Section to which the attendance relates.

The cover under this Section is provided by Brit Insurance Limited and arranged by ARAG plc.

Other Covers

This Prospectus describes the cover which is available under the Commercial Property Owners Policy. However, we are always willing to discuss your special requirements and if you have any queries please do not hesitate to contact your Insurance adviser or local New India office.

Making a Claim

We pride ourselves on our service which provides a prompt and professional handling of claims. Claims are dealt with by knowledgeable and helpful staff who are able to discuss your claim, give you advice and reassurance and ensure that it is handled in a fair and efficient manner

Where a loss adjuster is appointed to deal with a claim they will be required to

- (i) act impartially and
- (ii) deal with the claim in a courteous and professional manner. We judge the performance of loss adjusters by the service they provide to our customers

Helplines – Helpful advice – it's part of the service!

Legal Helpline and Emergency Assistance

If you have any legal problem in connection with your business or need emergency assistance when trouble strikes, e.g. a burst pipe, blocked drain or electrical fault, you may ring the numbers below for free confidential legal advice or immediate help in dealing with your emergency.

Legal & Tax Advice	0844 576 5803
Emergency Assistance	0844 581 0402

The Helplines are operated by ARAG plc and are available 24 hours a day, 365 days of the year.

Assessing Your Sums Insured – Buildings

The standard Policy provides cover on a Reinstatement basis. This means that no deduction is made for wear and tear and cover is arranged on the basis of rebuilding the property or restoring a damaged portion in a similar style and construction but not better or more expensive than its condition when new.

Inflation Protection

Cover is arranged on a 'Day One' basis to protect the Property Owner against the effect of inflation

Day One

Your Building Sum Insured will be made up of two components:

1. **The Declared Value**, which you supply, should represent the cost of Reinstatement (as described above) at the start of the period of insurance i.e. Day One. When assessing your Declared Value you will need to make allowance for the following factors:

Professional Fees – Architects', Surveyors', Consulting Engineers', Legal and other fees to cover costs including planning permission and supervising repairs or reinstatement;

Debris Removal Costs – which may be incurred in demolishing damaged property and removing the debris;

For professional fees and debris removal costs, we would suggest a combined allowance of 15% to 20% of the rebuilding costs of the property;

Public Authority Requirements – costs which may be incurred in order to comply with requirements made regarding repair/reinstatement of property.

2. **The Inflation Provision** – we will provide **free of charge** an uplift (up to a maximum of 30%) the Declared Value to cover the effects of inflation on building costs during the period required to reinstate the damaged property. If you feel that the standard 30% uplift is insufficient to cover increased costs during this period, a higher percentage can be selected for which there will be a small charge.

The uplift for inflation applies at the rate of 1/365th per day during the period of insurance

Commercial Property Owners

Landlord's Contents

The Sum Insured for Landlord's Contents should reflect full replacement costs.

VAT

If you are not registered for VAT – your Sums Insured should be increased to include VAT.

If you are registered for VAT – your Sums Insured should only include provision for VAT which is not recoverable.

Rent

Care must be taken in selecting the period for which rent is to be covered. This period is known as the Maximum Indemnity Period and should be sufficient to cater for the length of time it may take the tenants to return to the premises after the damage. The figure that you select to insure should be based on the current rent received plus any increases expected during the insurance year as a result of imminent rent reviews. To this figure we will add free of charge a 100% uplift to cover rent reviews which may occur during the Maximum Indemnity Period.

Underinsurance

When assessing your sums insured, it is important that you insure for the full value. Otherwise, you may find that the amount of your claim is proportionately reduced.

Payment by Instalments

An instalment scheme is available where the annual premium is £1,200, if you would prefer to spread the premium payments over 12 months. Please indicate on the Proposal form if you would like details.

The Law applicable to this Contract

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

i) in Scotland where Scots law will apply

or

ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

Terms and Conditions

The cover described in this prospectus is only summary. For full details of the terms, exceptions and conditions please ask for a specimen of the Policy.