



# NEW INDIA

## Commercial Property Owners Policy

### Product Summary

keyfacts®

**This is a summary** of the main features, benefits and limitations of the Insurance Policy provided by The New India Assurance Co Ltd for your business. Full details of the cover including entire terms conditions and exclusions are set out in your Insurance Policy.

**Type of Insurance and Cover:** The policy provides cover in packaged form for **Commercial Property Owners**. It is a non-investment insurance contract. Its duration is 12 months unless you and / or your Insurance Intermediary have arranged a different period with The New India Assurance Company Limited.

### Basic Cover

- Buildings (including Inflation Provision)
- Landlord's Contents - £5,000 provided free of charge
- Fixed Glass, Sanitaryware and Signs
- Property Owner's Liability

### Additional Options

- Loss of Rent
- Employer's Liability
- Legal Expenses (Arranged by ARAG - The Insurer is AmTrust Europe Limited)

### Terrorism

Terrorism is excluded under the policy other than for Employers Liability

Should you require Terrorism Cover under Section 1 – Building and Landlord's Contents and Section 2 - Rent this 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**

### The Cost

The cost of the Basic Covers depends upon just four factors:

- The cost of rebuilding (Building Declared Value)
- The occupation of your Premises
- The value of your Contents and additional optional sections
- Where your Premises are situated

## Average

If you do not insure for the full value of your premises, landlord's contents or rent any payments made under Section 1 and 2 will be proportionately reduced. Be sure to avoid this penalty by insuring for full amounts.

## Excesses

You are asked to bear the first £250 of each claim for loss or damage under the following:

- Section 1 - Contents
- Section 2 - Rent

A higher excess based on location will apply to loss arising from Subsidence, Ground Heave or Landslip.

## Significant and unusual exclusions or limitations

- Pollution contamination and seepage unless sudden and accidental
- Water table changes
- Cooking in bedrooms
- Reasonable Precautions condition
- Electrical inspection condition
- Waste
- Portable heaters condition
- Unoccupied building condition
- Tenancy must be for a period of not less than 6 months
- Theft unless involving entry to or exit from the premises by forcible and violent means
- Cancellation condition
- Reinstatement of Sum Insured following a claim
- Felt Roof condition
- Communicable Disease
- Cyber Loss

For Employer liability, exclusion of offshore activities and limit of £5,000,000 arising out of Terrorism.

For Property Owners' liability exclusions arising from Genetically Modified Organisms, asbestos, offshore activities, transmissible spongiform encephalopathy (TSE) (including bovine spongiform encephalopathy (BSE) and new variant Creutzfeld-Jakob disease (vCJD)), communicable disease, cyber loss, electro-magnetic fields, physical or sexual abuse or molestation, terrorism, motor and professional indemnity.

## Cancellation Rights

Customers defined as Consumers by the Financial Conduct Authority have the right to cancel the policy during a period of 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later. If you wish to do so after the insurance cover has already commenced, you will be entitled to a refund of the premium calculated in accordance with the Cancellation Condition set out in the policy wording. Please contact us as set out below.

## Claims Contact

In the event of a Legal Expenses claim please contact the legal helpline on 0333 000 7955

In the event of any other loss please contact the New India Assurance Co. Ltd on 0121 231 4055.

## **Caring For Our Customers**

We are proud of our reputation for high quality and fair service. If on any occasion our service falls below the standard you expect **you should contact your insurance adviser** or alternatively the Manager of the local New India Assurance Company office which issued the Policy. Your complaint will be given immediate attention.

**Branch Manager  
New India Assurance Company Ltd  
3<sup>rd</sup> Floor  
Crown House  
Crown Street  
Ipswich IP1 3HS  
Tel: 01473 233626  
or email [complaints@newindia.co.uk](mailto:complaints@newindia.co.uk)**

The New India Assurance Company Ltd is a member of the Financial Ombudsman Service. If after following the above procedure, your complaint has not been resolved to your satisfaction you have the right to refer the matter to the Financial Ombudsman at the following address:

**Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR  
E-mail: [complaints.info@financialombudsman.org.uk](mailto:complaints.info@financialombudsman.org.uk)  
Tel: 0800 023 4567**

Referral to the Financial Ombudsman Service does not affect your right to take legal action against New India Assurance Company Ltd.

For complaints under section 5 Legal Expenses please contact ARAG in the following ways:

**Customer Relations,  
ARAG plc,  
9 Whiteladies Road,  
Clifton,  
Bristol BS8 1NN  
or email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)  
tel: 0117 917 1561**

If the matter is not concluded to **your** satisfaction, **you** may refer it to the Financial Ombudsman Service. They can be contacted at

**Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR  
E-mail: [complaints.info@financialombudsman.org.uk](mailto:complaints.info@financialombudsman.org.uk)  
Tel: 0800 023 4567**

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. You may contact the FSCS on 0800 678 1100 or 020 7741 4100 or further information is available at [www.fscs.org.uk](http://www.fscs.org.uk)

## **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:- in Scotland where Scots law will apply or 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.

## **Registration of the Insurer**

New India Assurance Company Limited, 36 Leadenhall Street, London EC3A 1AT UK Branch (registration number BR002003).

The New India Assurance Company Limited, Registered Office: The New India Assurance Building 87 Mahatma Gandhi Road Fort Mumbai 400 001 India (Company Registration Number F.C. 004325). Incorporated in India with limited liability.

## **Authorisation and Regulation of the Insurer**

Authorised and regulated by the Insurance Regulatory & Development Authority (IRDA) of India. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.