



Important information

This notice applies to all AXA Property Investors Protection Plan insurance policies

Changes to your policy

This document tells you about some important changes which will take effect from your renewal date. Your previous policy and your new policy have various differences in definitions, cover, conditions and exclusions but overall, your new policy provides cover more aligned to today's Real Estate customers' needs.

This document does not form part of your policy contract. Please ensure you read the changes below in conjunction with your new policy wording and schedule. In the event that there is a conflict between these documents, the terms of your policy contract shall prevail.

If a word or phrase has a defined meaning, it will be **highlighted** with the same meaning wherever it is used. There are also additional defined terms under each section that may only appear in the section or are defined differently. Please check your new policy wording to ensure that you understand these definitions.

Significant changes applicable to all policies

Buildings Section – Meanings of defined terms

Old wording	New wording
Empty The word Empty shall mean wholly unoccupied mainly unoccupied or not in use	Empty Any building that is wholly unoccupied, mainly unoccupied, disused, unfurnished or not in active use by you or any of your tenants for more than 30 consecutive days.

Buildings Section – extensions of cover

Old wording	New wording
<p>Alternative Residential Accommodation</p> <p>If as a result of DAMAGE the residential portions of the Property Insured are unfit to live in or access is denied the Company will pay insofar as they are not otherwise insured</p> <p>a) the costs of reasonable alternative accommodation and temporary storage of residents furniture</p> <p>b) the cost of reasonable accommodation in kennels or catteries for residents dogs and cats</p> <p>Provided the liability of the Company under this Extension shall not exceed 20% of the Sum Insured on the Property Insured which has been damaged</p>	<p>Alternative residential accommodation cover</p> <p>We will cover you for costs of reasonable alternative accommodation for your tenants and temporary storage of your tenants furniture while the residential portion of the buildings cannot be lived in or access is denied as a result of damage. This cover will only apply where we have made a payment or accepted liability under this section.</p> <p>The most we will pay for this cover is 33.3% of the sum insured on the building that has been damaged for a maximum period of 24 months from the date of damage. Provided that this cover is not insured elsewhere.</p>

Rental income section

Old wording	New wording
<p>Rent Review</p> <p>Where the Rent Receivable is subject to a Rent Review during the Period of Insurance then the Sum Insured by this Section will be automatically increased to reflect the revised Rent Receivable earned</p> <p>Extra premium will not be charged for such increase in cover during the Period of Insurance provided that the Insured shall prior to renewal advise the Company of the revised Rent Receivable for the ensuing year of insurance</p>	<p>Rent review cover</p> <p>Where the rental income is subject to a rent review during the period of insurance then the sum insured by this section will automatically be increased to reflect the revised amount up to a maximum increase of 200% of the rental income sum insured stated in your schedule. We will not charge extra premium for increases during the current period of insurance provided that prior to renewal you tell us of the revised rental income for the next period of insurance.</p>
<p>12 Other Insurances and Average</p> <p>b) Applicable to Section 2 - Rental Income</p> <p>If at the time of any DAMAGE resulting in a loss under this Section there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Company hereunder shall be limited to its rateable proportion of such loss</p> <p>Applicable to Section 1 – Buildings</p> <p>If any other insurance shall be subject to any average (under insurance) condition, this Section if not already subject to average, will be subject to any condition of average shall be subject to average in like manner</p> <p>If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company hereunder shall be limited to that proportion of the DAMAGE as the Sum Insured hereby bears to the value of the property</p>	<p>Contribution and average condition</p> <p>If, at the time of the claim, there is any other policy covering the same rental income, we will only be responsible for our proportionate share.</p> <p>If any other policy is subject to any average (under insurance) condition, this policy if not already subject to average, will be subject to average in the same way as the other insurance.</p> <p>If any other policy has a condition that prevents it from paying its share, our share of the claim will be limited to the proportion that the sum insured bears to the amount of rental income for the indemnity period shown on your schedule.</p>

Public liability section - covers

Old wording	New wording
<p>Limit of indemnity</p> <p>The liability of the Company for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule</p> <p>In addition the Company will pay</p> <ol style="list-style-type: none"> 1 all other costs and expenses incurred with its written consent 	<p>Limit of indemnity</p> <ol style="list-style-type: none"> 1 The public liability limit of indemnity shown in your schedule is the maximum amount we will pay for all damages arising from one event. 2 The public liability limit of indemnity is also the maximum amount we will pay for all damages as a result of all occurrences during any one period of insurance caused by or originating from release or escape of pollutants. 3* If you become legally liable for bodily injury or personal injury as a result of the growth of biological agents in water systems, water installations or cooling systems the maximum amount we will pay for all damages and claims costs as a result of all occurrences during any one period of insurance is £1,000,000. * Subject to compliance with the Legionella precautions condition 4 The maximum amount we will pay for all damages as a result of all occurrences during any one period of insurance, arising directly or indirectly in connection with a terrorist act is £2,000,000. 5 If we cover more than one person, firm, company or organisation, the amount payable by us in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in your schedule. 6 We will pay claim costs in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada. 7 If an action for damages is started or brought in the United States of America or Canada, we will not pay more than the limit of indemnity shown in your schedule, for the total of all damages and claim costs arising from the action. 8 In respect of any claim or claims, we may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. We will not then be liable to make any further payment in respect of the claim or claims. If we have agreed to pay claim costs in addition to the limit of indemnity, we will pay the costs incurred before the date of the claim payment.

Public liability section – exclusions

Old wording	New wording
<p>Any liability which arises as a result of a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission</p>	<p>Deliberate act exclusion</p> <p>We will not cover claims</p> <ol style="list-style-type: none"> 1 caused by or arising from any deliberate act, error or omission <ol style="list-style-type: none"> a where the results are intended or expected, or are reasonably foreseeable by you b by anyone other than you, so far as cover is requested for their own liability 2 for clean up costs in circumstances where you have knowingly <ol style="list-style-type: none"> a deviated from any regulatory notice, order or protection ruling b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible.

Employers liability section - covers

Old wording	New wording
<p>Limit of indemnity</p> <p>The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule</p> <p>Costs and expenses shall be deemed to mean –</p> <ol style="list-style-type: none"> 1 costs and expenses of claimants for which the Insured is legally liable 2 other costs and expenses incurred with the Companys written consent in respect of any claim which may be the subject of indemnity under this Section 3 solicitors fees incurred with the Companys written consent for <ol style="list-style-type: none"> a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death <p>which may be subject to indemnity under this Section</p>	<p>Limit of indemnity</p> <ol style="list-style-type: none"> 1 The employers liability limit of indemnity shown in your schedule is the maximum we will pay for the total of all damages and claims costs and will apply to any one claim or series of claims by one or more of the employed persons arising from one occurrence. 2 The limit of indemnity in respect of a terrorist act is £5,000,000 and will apply exclusively to any one claim or series of claims by one or more of the employed persons arising directly or indirectly in connection with a terrorist act. 3 In respect of any claim or claims, we may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. We will not then be liable to make any further payment in respect of the claim or claims.

Special clauses

Old wording	New wording
<p>1 Subsidence Ground Heave and Landslip</p> <p>Notwithstanding Exclusions 6(a) and 6(b) the insurance by Sections 1 and 2 extends to cover DAMAGE caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding</p> <p>a) the first (<i>amount as endorsed on your policy</i>) of each and every loss in respect of Section 1 at each separate premises as ascertained after the application of any Condition of Average</p> <p>b) DAMAGE to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby</p> <p>c) DAMAGE caused by or consisting of</p> <p>i) the normal settlement or bedding down of new structures</p> <p>ii) the settlement or movement of made-up ground</p> <p>iii) coastal or river erosion</p> <p>iv) defective design or workmanship or the use of defective materials</p> <p>iv) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe</p> <p>d) DAMAGE which originated prior to the inception of this cover</p> <p>e) DAMAGE resulting from</p> <p>i) demolition construction structural alteration or repair of any property</p> <p>or</p> <p>i) groundwork or excavation at the premises</p>	<p>Subsidence, Ground Heave and Landslip</p> <p>Applicable only if the clause number is shown on your schedule.</p> <p>1 Subsidence, ground heave and landslip</p> <p>If this cover is shown as covered on your schedule, the Subsidence exclusion under the heading 'What is not covered' does not apply.</p> <p>We will cover you for damage to the buildings caused by subsidence, ground heave or landslip of any part of the site on which the buildings stands, but we will not cover</p> <p>a the first (<i>amount as endorsed on your policy</i>) of each and every loss in respect of Section 1 at each separate premises as ascertained after the application of any condition of average</p> <p>b damage to yards, car parks, roads, pavements, walls, gates and fences unless damage occurs to a building covered under Section 1 – Buildings at the same time by subsidence, ground heave or landslip</p> <p>c damage caused by or consisting of</p> <p>i the normal settlement or bedding down of new structures</p> <p>ii the settlement or movement of made-up ground</p> <p>iii coastal or river erosion</p> <p>iv defective design or workmanship or the use of defective materials</p> <p>v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe</p> <p>d damage which originated before the start of this cover</p> <p>e damage resulting from</p> <p>i demolition, construction, structural alteration or repair of any building</p> <p>or</p> <p>ii ground works or excavation at the premises.</p>

Other Policy conditions and Extensions of cover previously not included:

Policy introduction and conditions

Third party rights condition Your interest in the insurance must be detailed for you to be covered under this policy.

Buildings section – Extensions of cover (subject to full details within the Policy wording)

Additional management fees cover	Up to £25,000 for additional costs arising out of a claim
Archaeological discoveries cover	Up to £100,000 for statutory additional costs arising out of a claim
Condition of average waiver cover	Waiver of “average” for buildings where a professional valuation has been carried out (subject to the conditions in the policy)
Eviction of squatters cover	Up to £15,000 legal costs any one loss
Fly tipping cover	Up to £5,000 costs subject to a £1,000 deductible
Illegal cultivation of drugs cover	Cover for damage caused as a result of illegal cultivation of drugs
Munitions of war cover	Damage caused by historic munitions of war
Removal of debris (tenants contents)	Irrecoverable costs following a loss for removal of debris costs relating to tenants contents
Removal of nests cover	Wasps, bees or hornet nest removal costs to a maximum of £1,000
Removal of vermin cover	Costs up to £5,000 where required by a local authority

Buildings Section – New conditions

Flat roof condition Cover for damage to flat roofs is subject to periodic inspection every two years by a competent roofing contractor

Public liability section – Additional covers

Contingent motor liabilities cover	Employees driving in connection with the business vehicles not supplied by you
Environmental clean up cover	Limit £1,000,000
Financial loss liability cover	Limit £250,000 with a 10% deductible subject to a minimum of £2,500 and maximum of £10,000
Libel and slander cover	Limit £250,000 with £1,000 deductible

Public liability section – Revised exclusions

Asbestos exclusion* (Please see endorsement 690 applicable to your policy)

Employment dispute exclusion

Intellectual property exclusion

Overseas establishment exclusion

Professional duty exclusion

Punitive damages exclusion

Other Supplementary covers

Inadvertent omission cover Cover for premises where there has been an inadvertent omission to insure - subject to a maximum limit of £5,000,000