

**Commercial Property
Owners'
insurance policy**

Administered by



underwritten by Catlin Underwriting Agencies Limited

About this insurance

This policy is a contract between **you** and **us**. It is arranged through U-SURE on our behalf in accordance with the authority granted under the Contract Number stated in the **schedule**.

This document, the **schedule** and any **endorsement(s)** attached form **your** contract of insurance and is to be read as one contract. In this policy, certain words or phrases are specially defined. In deciding to accept this policy and in setting the terms and premium **we** have relied on the information which **you** have provided to **us**.

We will in consideration of the payment of the premium, insure **you**, subject to the terms and conditions of this policy, against the events set out in section 1,2,3 and during the **period of insurance** or any subsequent period for which **we** agree to accept payment of premium

This document sets out the conditions of the contract of insurance between **you** and **us**.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- * **you** check that the sections **you** have requested are included;
- * **you** comply with **your** duties under each section and under the policy as a whole.

If **you** have any questions or concerns about **your** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your** insurance broker whose placed this insurance on **your** behalf.

Please keep this policy in a safe place - **you** may need to refer to it if **you** have to make a claim

Accessibility

Upon request U-SURE can provide Braille, audio or large print versions of the policy and the associated documentation. If **you** require an alternative format **you** should contact U-SURE through whom this policy was arranged.

Information you have given us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement of other device, **we**

- (a) will not be liable to pay the claim, and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim, and
- (c) may by notice to **you** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise our right under (c) above:

- (i) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim), and
- (ii) **We** need not return any of the premium paid.

Change in Circumstance

You must tell **us** as soon as practicably possible of any change in the information **you** have provided **us** which happens before or during any **period of insurance** including for example any change in occupancy or unoccupancy at the **premises** or if **you** intend issuing eviction proceedings against **your** tenant,

You must tell **us** 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 planned structural works **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** contract of insurance in accordance with the Cancellation and Cooling off period provisions, amend the terms of **your** policy or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

REMEMBER - failure to notify your insurance broker of any changes may affect any claim you make.

About this insurance

Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

How much to insure for

It is up to **you** to make sure that the amount **you** insure for represents the full value of the property concerned.

For **buildings**, this means the full cost of rebuilding **your** property, including any outbuildings, plus an amount for any additional charges which could be incurred in rebuilding, such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **contents**, this means the cost of replacing **your** property as new.

REMEMBER - if you do not insure for the full value of your property your claims payment may be reduced.

Cancellation and Cooling-Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **us** within fourteen (14) days of either:

- (i) the date **you** receive this policy; or
 - (ii) the start of **your period of insurance**;
- whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **us**. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by you to pay the premium; or
 - (ii) a change in risk which means **we** can no longer provide you with insurance cover; or
 - (iii) non-cooperation or failure to supply any information or documentation **we** request, such as details of a Claim;
- by giving **you** thirty (30) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

Regulations and statutory conditions

The general conditions on page 10 of this policy wording set out certain requirements that **you** should be aware of and must comply with.

How to make a claim

First, please read this policy wording and **your schedule** to check that **you** are covered, then the claims notification procedure on page 11 of this policy.

REMEMBER - do not hesitate to contact your insurance broker for assistance.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Governing Law

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. Unless otherwise agreed the language of this contract of insurance shall be English.

Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance, but this condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this Act and any subsequent amendment to it.

About this insurance

Fair Processing Notice

This Privacy Notice describes how certain underwriters at Lloyd's in respect of Syndicate 2003 (together, "**we**", "**us**" or the "**Insurer**") collect and use the personal information of insureds, claimants and other parties ("**you**") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship we have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@xlcatlin.com

We are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see **our** full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

About this insurance

Questions and Complaints

We are dedicated to providing a high quality of service and **we** want to ensure that **we** maintain this at all times.

If **you** have any questions or concerns about the policy or the handling of a claim please contact **your** insurance broker through whom this policy was arranged

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

Complaints Manager
Catlin Underwriting Agencies Limited
20 Gracechurch Street
London
EC3V 0BG

E-mail: xlcatlinukcomplaints@xlcatlin.com
Telephone Number: +44 (0) 20 7743 8487

If **you** remain dissatisfied after **we** have considered **your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyds. Details of Lloyds complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address of from Lloyds at

Lloyds Complaints
One Lime Street
London
EC3M 7HA

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or **you** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyds have taken eight (8) weeks overall to consider **your** complaint, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Exchange Tower,
London,
E14 9SR
E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, London. GL17 1DY and on their website: www.fscs.org.uk

Regulatory Information

(a) Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2003

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).
Our registered office is 20 Gracechurch Street, London, EC3V 0BG.
Registered in England No. 1815126.

(b) U-SURE Insurance Services Ltd

We are authorised and regulated by the Financial Conduct Authority (Firm Reference No. 315451).
Our registered office is 8 Cathedral Court, Newport. NP20 4EU
Registered in England and Wales No. 5273923.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

Definitions applying to the whole policy

Wherever the following words appear in bold in this policy wording they will have the meanings as noted below.

Buildings

The main structure of the **property** and;

- fixtures and fittings attached to the **property** including permanently fitted flooring
- outbuildings and private garages
- permanently installed swimming pools, tennis courts, patios, terraces, walls, gates, paths, drives and fences and fixed fuel tanks

you own or for which **you** are legally liable within the **premises** named in the **schedule**.

Buildings do NOT include:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **property**
- carpets

Computer Virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instruction or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs"

Contents

Landlords fixtures and fittings, furnishings and appliances within the **property**, which **you** own or which **you** are legally liable for.

Costs and expenses

- a) All **costs and expenses** recoverable by any claimant from **you**;
- b) the costs and expenses incurred with **our** written consent for representation at any coroners inquest or inquiry in respect of any death;
- c) the defence of proceedings in any court brought against **you** in respect of breach or alleged breach of statutory duty resulting in **injury**; and
- d) all other **costs and expenses** of litigation incurred with **our** written consent.

Damage

Loss or damage.

Electronic data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Endorsement

Additional terms and conditions being applied the policy agreed by **us** that can extend or restrict cover

Excess

First part of any claim which **you** must pay.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Injury

Death, bodily **injury**, illness or disease.

Land

Land belonging to the **property**

Landslip

Downward movement of sloping ground.

Period of insurance

Period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have accepted, or have agreed to accept, the premium.

Premises

The address which is named in the **schedule**

Property

The **buildings** at the **premises** shown in the schedule

Definitions applying to the whole policy

Rent

Periodic payments made to **you** as lessors of **Buildings** in respect of rent service charges or other income received or receivable from the letting of Buildings or the provision of services thereat

Schedule

Schedule which contains details of this insurance and is supplied with this policy. On renewal and whenever an **endorsement** is agreed a new **schedule** will be issued.

Settlement

Downward movement as a result of the ground being compressed by the weight of the **buildings** within ten years of construction

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Territorial limits

The United Kingdom, the Channel Islands and the Isle of Man.

Terrorism

Any act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear; and any action taken in controlling, preventing, suppressing or in any way relating to any such act.

Unoccupied

Where the **property** has not been in use or lived in by **you**, a person authorised by **you** or **your** tenant for more than thirty (30) consecutive days

We/us/our/ ourselves

Certain Underwriters at Lloyd's in respect of Syndicate 2003

Wear and tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing .

You/your/ yourself

Person(s) company(ies) or entity named in **your schedule**.

General exclusions

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies

We will not pay for:

1. loss or destruction of or **damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

b) War

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

c) Confiscation

We will not pay for any damage or liability occasioned by, happening through or in consequence of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

d) Existing and Deliberate Damage

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by **you** or **your** representatives

e) Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

1. Loss or destruction of or **damage** to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or **injury** to any person;

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- **terrorism**; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

f) Contamination and Pollution Exclusion

We will not pay for any damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including for example foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such **damage** arises out of one or more of the following causes – fire and resultant smoke **damage**, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious **damage**, **subsidence**, **heave** or **landslip**.

General exclusions

g) Micro-organism Exclusion

We will not pay for any **damage**, claim cost, expenses or other sum arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including for example any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any **damage** to insured property
- Any insured event or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including for example repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

h) Diminution in value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance

i) Contractors

We will not pay for any **damage** or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the property, including where **you** are working in **your** capacity as a professional tradesman.

j) Electronic Data Exclusion

We will not pay for loss, **damage**, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including for example **computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, it is understood and agreed as follows:

- (i) Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any **Electronic Data** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed any one loss, incurred by **you** in recreating, gathering and assembling such **Electronic Data**.
- (ii) If no sub-limit is detailed in (i) then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**.
- (iii) If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.
- (iv) However this Policy does not insure any amount pertaining to the value of such **Electronic Data** to you or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

k) Faulty Workmanship Exclusion

We will not pay for any **damage** arising from faulty design, specification, workmanship or materials

l) Wear and Tear Exclusion

We will not pay for any **damage** caused by wear and tear

m) Domestic Pets, Insects or Vermin Exclusion

We will not pay for any **damage** caused by domestic pets, insects or vermin

General conditions

A. Care, Protections and Regulatory Conditions

1. If **you** have not taken all practical steps to prevent accidents or **damage** and maintain the **property** in a sound condition and good repair.
2. **You** must ensure the area up to the boundary of the **property** is kept free from any fuel and waste material.
3. **You** must ensure that all protections provided for the security of the **property**, including all alarm systems and locks, are maintained in good working.
4. If the **premises** is let, **you** must comply with all regulations and statutory conditions regarding the letting of the **premises** including for example
 - a) compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended);
 - b) having the minimum legal number of smoke detectors, fire extinguishers and fire blankets installed at the premises; and
 - c) holding (if applicable) any appropriate licence issued by the local authority for the premises.
 - d) all gas appliances at the residence comply with the Gas Safety (Installation and Use) Regulations 1998 and a copy of the annual safety check record (completed by a Gas Safe registered contractor) is retained; and
 - e) all electrical appliances at the residence comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994 and any subsequent amendment to them.

We shall have no liability under this policy, unless **you** show that non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstance in which it occurred

B. Other insurance

If any **damage**, liability, costs or expenses covered by this policy is insured elsewhere, **we** will only pay **our** rateable proportion of any claim.

Claims conditions

A. Notification of claims

If **you** need to notify **us** of a claim, or of any circumstances or incident which may cause a claim in the first instance **you** should contact **your** insurance broker. Alternatively **you** may contact the claims department on 0345 475 3455

1. Damage to property

In the event of **damage** to property likely to result in a claim **you** must

- a) as soon as practicably possible report to the police any theft, malicious **damage**, vandalism or loss of property;
- b) advise **us** as soon as practicably possible and at **your** expense provide full written details and proofs that **we** require; and
- c) take all practical steps to minimise **damage** and to recover lost property and discover any guilty person.

2. Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- a) advise **us** as soon as practicably possible with full written details and any assistance that **we** require;
- b) as soon as practicably possible send to **us** any letter, writ, summons or other legal document issued against **you** without answering it; and
- c) not negotiate, offer to pay, settle, admit or deny any claim without **our** written consent.

If **you** do not act in accordance with the requirements stated in paragraphs 1 and 2 above it may impact **your** ability to make a claim under this policy

B. Conduct of claims

1. Our rights

In the event of a claim **we** may

- a) enter into and inspect any **buildings** where the **damage** has occurred and take charge of any damaged property; and
- b) take over and control any proceedings in **your** name, for **our** benefit, to recover compensation from any source or defend proceedings against **you**.

2. Recovery of lost or stolen property

If any lost property is recovered, **you** must let **us** know as soon as practicably possible. Alternatively **you** may contact the claims department on 0345 475 3455.

If the property is recovered before payment of the claim, **you** must take it back and **we** will then pay for any **damage**.

If the property is recovered after payment of the claim it will belong to **us**, but **you** will have the option to retain it and refund any claim payment to **us**.

3. Co-operation

You must co-operate with **us** and **our** appointed representative and must keep us up-to-date with the progress of the claim.

4. Abandonment

Your property shall remain **yours** at all times, **We** will not take ownership of, accept liability for, sell or dispose of any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

Section 1 - Buildings

Your schedule states if this section is in force

What is Covered	What is not Covered
This insurance covers the buildings for loss or damage directly caused by the following insured events;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for damage caused by subsidence , heave or landslip other than as covered under number 8 of section one c) for damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences d) damage caused while the property is unoccupied
4. Collision by any vehicle or animal	a) the excess shown in the schedule b) damage caused while the property is unoccupied
5. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) the excess shown in the schedule b) damage caused while the property is unoccupied
6. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the excess shown in the schedule b) damage caused while the property is unoccupied
7. Falling trees, telegraph poles or lamp-posts	a) the excess shown in the schedule b) for damage caused by trees being cut down or cut back within the premises c) for damage to gates and fences d) damage caused while the property is unoccupied
8. Subsidence or heave of the site upon which the buildings stand or landslip	a) the first £1,500 of each and every claim b) for damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates, paths and fences unless the main structure of the property is also affected at the same time by the same event c) for damage to solid floors unless the walls of the main structure of the property are damaged at the same time by the same event d) for damage arising from faulty design, specification, workmanship or materials e) for damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law f) for damage caused by coastal or riverbank erosion g) for damage whilst the buildings are undergoing any structural repairs, alterations or extensions h) for damage caused by new structures bedding down, or settlement i) damage caused while the property is unoccupied

Section 1 - Buildings

What is Covered	What is not Covered
<p>9. Escape of water from fixed water tanks, apparatus or pipes</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage caused by subsidence, heave or landslip other than as covered under number 8 of section one c) for damage to domestic fixed fuel-oil tanks and swimming pools d) for damage caused by the failure or lack of grout and/or sealant e) for damage to the buildings caused by wet or dry rot f) damage caused while the property is unoccupied
<p>10. Theft or attempted theft</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage unless involving forcible and violent entry to or exit from the property or by deception c) for damage caused by any person lawfully on the premises d) damage caused while the property is unoccupied
<p>11. Any person taking part in a riot, violent disorder, strike, labour disturbance or civil commotion</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage unless involving forcible and violent entry to or exit from the property or by deception c) for damage caused by any person lawfully on the premises d) damage caused while the property is unoccupied
<p>12. Malicious persons or vandals</p>	<ul style="list-style-type: none"> a) the excess shown in the schedule b) for damage unless involving forcible and violent entry to or exit from the property or by deception c) for damage caused by any person lawfully on the premises d) damage caused while the property is unoccupied

Section 1B • Buildings Additional Covers

Your schedule states if these sections are in force.

Cover	We will not pay
1. Accidental breakage of fixed glass sanitaryware and ceramic hobs all forming part of the buildings	<p>a) damage caused while the property is unoccupied</p> <p>b) damage caused by chipping, denting or scratching</p>
2. Accidental damage to underground services to the residence for which you are legally liable	<p>a) damage resulting from clearing or attempting to clear a blockage</p> <p>b) damage caused while the property is unoccupied</p>
3. Accidental damage extension to the Buildings	<p>a) damage specifically excluded elsewhere in this section</p> <p>b) damage caused by domestic pets, insects, vermin, rot or fungus</p> <p>c) damage caused by faulty workmanship or the use of defective materials</p> <p>d) damage caused by settlement</p> <p>e) damage while the property is unoccupied</p>
<p>4. Additional costs and expenses</p> <p>Additional costs of:</p> <p>a) Architects', surveyors', and other professional fees;</p> <p>b) Clearing debris, demolition or shoring or propping up and</p> <p>c) Complying with government or local authority requirements</p> <p>necessary as a result of damage insured by this section</p>	<p>a) In respect of paragraph a) fees incurred in the preparing of any claim under this policy</p> <p>b) In respect of paragraph c) costs for complying with requirements notified before damage occurred</p> <p>c) damage caused while the property is unoccupied</p>
<p>5. Damage to landscaped gardens</p> <p>Up to £1,000 in any one period of insurance for the costs of restoring damage to landscape gardens caused but the emergency services while attending the premises as a consequence of damage insured by this section</p>	<p>a) damage caused while the property is unoccupied</p>
<p>6. Clearance of drains</p> <p>Up to £2,500 each and every claim for the costs incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers or similar underground service areas for which you are responsible as a result of any cover insured by this section.</p>	<p>a) damage caused while the property is unoccupied</p>
<p>7. Trace and access</p> <p>Up to £2,500 for costs of locating the source of damage caused by escape of water or oil at the premises, such costs to include the reinstatement of walls, floors and ceilings removed or damaged during the search.</p>	<p>a) damage caused while the property is unoccupied</p>
<p>8. Transfer of interest</p> <p>If you are selling the property, the purchaser will have the benefit of this section during the period between exchange of contracts and completion, provided that the property is not insured under any other policy.</p>	<p>a) damage caused while the property is unoccupied</p>

Section 1 - Buildings - Claim Details

How we deal with your claim

1. If **your** claim for damage is covered under section one, **we** will pay the full cost of repair as long as:

- a) the **buildings** were in a good state of repair immediately prior to the **damage**
- b) the sum insured is enough to pay for full costs or rebuilding the **buildings** in their present form
- c) the **damage** has been repaired or the loss has been reinstated

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the **damage** the **buildings** were not in a good state of repair

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
3. If at the time of the **damage** it is **your** intention to demolish the **buildings**, **our** liability shall be limited to the additional costs of debris removal solely incurred as a result of such **damage**.

Your sum insured

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further **damage**.
2. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of repair or replacement
3. The sum insured in this section will be index linked at each renewal of **your** policy in line with the house rebuilding cost index issued by The Royal Institute of Chartered Surveyors or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers and legal fees.

Section 2 - Contents

Your schedule states if this section is in force.

What is Covered	What is not covered
This insurance covers the contents for damage directly caused by the following insured events ;	We will not pay;
1. Fire and resultant smoke damage, lightning, explosion or earthquake	a) the excess shown in the schedule
2. Aircraft and other flying devices or items dropped from them	a) the excess shown in the schedule
3. Storm, flood or weight of snow	a) the excess shown in the schedule b) for damage caused to property in the open c) damage caused while the property is unoccupied
4. Collision by any vehicle or animal	a) the excess shown in the schedule b) damage caused while the property is unoccupied
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	a) the excess shown in the schedule b) damage caused while the property is unoccupied
6. Falling trees, telegraph poles or lamp-posts	a) the excess shown in the schedule b) for damage caused by trees being cut down or cut back within the premises c) damage caused while the property is unoccupied
7. Subsidence or heave or landslip	a) the first £1,500 of each and every claim b) for damage following damage to solid floors unless the walls of the main structure of the property are damaged at the same time by the same event c) for damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) for damage caused by new structures bedding down or settlement e) for damage whilst the buildings are undergoing any structural repairs, alterations or extensions f) for damage caused by coastal or riverbank erosion e) damage caused while the property is unoccupied
8. Escape of water from fixed water tanks, apparatus or pipes	a) the excess shown in the schedule b) for damage caused by the failure or lack of grout and/or sealant c) for damage to the buildings caused by wet or dry rot d) damage caused while the property is unoccupied
9. Theft or attempted theft	a) the excess shown in the schedule b) for damage unless involving forcible and violent entry to or exit from the property or by deception c) for damage caused by any person lawfully on the premises d) any amount over £500 for contents within any detached outbuildings and garages within the premises e) damage caused while the property is unoccupied
10. Any person taking part in a riot, violent disorder, strike, labour disturbance or civil commotion	a) the excess shown in the schedule b) for damage unless involving forcible and violent entry to or exit from the property or by deception c) for damage caused by any person lawfully on the premises d) damage caused while the property is unoccupied
11. Malicious persons or vandals	a) the excess shown in the schedule b) for damage unless involving forcible and violent entry to or exit from the property or by deception c) for damage caused by any person lawfully on the premises d) damage caused while the property is unoccupied

Section 2 - Contents - Claim Details

How we deal with your claim

1. If **you** claim for **damage** to the **contents**, **we** at **our** option repair, replace or pay for any article covered under section two.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the **damage** is restricted to a clearly identifiable area or to a specific part.

Your sum insured

1. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further **damage**.
2. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the **damage** is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of repair or replacement
3. The sum insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

Limit of Insurance

We will not pay more than the sum insured for the **contents** shown in the **schedule**.

Section 3 - Loss of rent

Your schedule states if this section is in force

What is Covered	What is not covered
<p>This insurance covers you for loss of rent</p> <hr/> <p>1. Loss of rent</p> <p>a) Loss of rent payable to you; b) any ground rent payable by you; and</p> <p>if it is not possible to trade from the property as a result of damage insured by Section 1 - Buildings</p>	<p>We will not pay;</p> <hr/> <p>a) damage caused while the property is unoccupied b) for loss of rent after the property is fit to be let out c) for loss of rent your tenant has not paid you d) any amount over the sum insured specified</p>

SPECIAL PROVISIONS

1 Rent Review

In the event of a **rent** review during the **period of insurance** under the terms of a lease or rental agreement then the Sum Insured by this Section will be automatically increased by a maximum of 100%

2 Alternative Trading

If during the **period of insurance** accommodation shall be provided or services rendered elsewhere than at the **premises** for the benefit of the Business either by **you** or by others on **your** behalf the money paid or payable in respect of such accommodation and services shall be taken into account in assessing the loss of **rent** during the **period of insurance**

3 Payment on Account

In the event of loss if requested by **you** **we** will make monthly payments on account during the **period of insurance**

4 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that **you** shall pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the **period of insurance**

Note 1 To the extent that **you** are accountable for Value Added Tax all terms in this Section shall be exclusive of such tax

Note 2 For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

Section 3 - Loss of rent - Claim Details

How we deal with your claim

Following damage to Buildings covered by section 1 **we** will pay in respect of any item on rent

- A. The amount by which the **rent** received by **you** during the **period of insurance** in the **schedule** falls short in consequence of the **damage** of the **rent** which would have been received had the **damage** not occurred
- B. The additional expenditure incurred for the sole purpose of avoiding shortfall in rent but not exceeding the amount of the loss of **rent** which would otherwise have been payable under A) above

less any savings in respect of expenditure payable out of **rent** which reduces or ceases as a result of the **damage**

Underinsurance

If at the time of **damage** the annual **rent** shown in the **Schedule** is less than the **rent** which would have been received during the **Period of Insurance** if the **damage** had not occurred the amount payable in respect of loss of **rent** will be proportionately reduced

Limit of Insurance

We will not pay more than the sum insured for the loss of **rent** shown in the **schedule**.

Section 4 - Public liability

Your schedule states if this section is in force.

We will pay for the following:

A. Property owner's liability

1. **Your** legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental **damage** to property incurred as owner (not occupier) of the **buildings** and **land** insured by Section 1 of this policy;
2. **Your** legal liability to provide compensation, together with **costs and expenses** incurred with **our** consent, following accidental **injury** to any person, or accidental **damage** to property incurred as owner of the **contents** insured by Section 2 of this policy.

Provided that **our** liability for any one claim or series of claims arising out of any one incident described in paragraphs 1 and 2 above shall not exceed £2,000,000.

B. Pollution

The cover provided by this section will include pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring provided that such pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. Provided that **our** liability for any one claim or series of claims arising out of any one incident described in paragraphs 1 and 2 above shall not exceed £2,000,000 inclusive of **costs and expenses**

Exclusions

We will not pay for the following.

1. Liability arising from accidental **injury** to **you** or any of **your** employees
2. **Damage** to property which belongs to **you** or for which **you** are responsible.
3. Liability arising from the ownership or use of motor vehicles (other than gardening machines) or lifts (other than domestic stair lifts) or any animal.
4. Liability arising from any profession, business or employment **you** are engaged in other than in connection with the ownership of the **buildings** and **land** or **contents**.
5. Liability arising from any agreement or contract unless liability would have applied anyway.
6. Liability arising from the passing on of any infectious disease, or any virus, syndrome or illness.
7. Compensation or **costs and expenses** arising from an action brought in a court of law outside of the **territorial limits**.