



COMMERCIAL PROPERTY POLICY WORDING

Vasek Insurance - 30-34 Hounds Gate, Nottingham NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

Vasek Insurance Services Limited is authorised and regulated by the Financial Services Authority

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DEFINITIONS

Certain words will carry the same meaning wherever they appear in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage – damage caused by violent, unforeseen, external and visible means,

Bodily injury – damage to persons caused by accident or disease,

Bond – the amount of money paid by **tenant(s)** as a surety at the outset of any lease or tenancy agreement,

Insurer – this insurance is underwritten by Certain Underwriters at Lloyd’s, One Lime Street, London EC3M 7HA, United Kingdom. Both the Society of Lloyd’s and Underwriters at Lloyd’s are authorised and regulated by the Financial Services Authority.

Please note that correspondence should not be directed to the above address, but must always go through the insurance broker who sold **you** this insurance or **Vasek Insurance**,

Period of insurance - the length of time for which this insurance is in force, as shown in the **schedule of cover**,

Plate glass - fixed plain or sheet fitted glass including single, double and triple glazed units,

Property – the private residential and /or commercial **premises** built of brick, stone or concrete and roofed with slates, tiles, metal, asbestos, asphalt or concrete, or any entirely incombustible mineral ingredient, as shown in the **schedule of cover**,

Premises – the risk address which is named in the **schedule of cover**,

Schedule of cover – the printed document containing details of **you**, the **premises**, the sums insured, the **period of insurance**, the excess, the **insurer**, and any special terms which may apply,

Tenant(s) – any person(s) paying rent to **you** or who is/are allowed to occupy the **premises** as a guest(s), or any leaseholder that occupies the **premises** when **you** own the freehold,

Unoccupied (residential area) – not having had **you** or the **tenant(s)** living at the **premises** overnight for more than 30 consecutive days,

Unoccupied (commercial area) – not having had **you** or the **tenant(s)** occupying the **premises** for more than 3 consecutive days or it is reasonably expected to be unoccupied for more than 3 days,

We/us/our – the **insurer**,

You/your – the person(s) named in the **schedule of cover**,

Vasek Insurance – the company who have been authorised by the **insurer** under a delegated authority, to transact insurance business on their behalf. **Vasek Insurance** are authorised and regulated by the Financial Services Authority, their Firm Reference Number is 309354.

YOUR COMMERCIAL PROPERTY INSURANCE POLICY

This insurance policy provides cover for the sections specified in the **schedule of cover** during the **period of insurance** for which **you** have paid, and **we** have accepted, **your** premium.

This insurance policy is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions on page 3. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under contract reference number BE004980 and is based on the information **you** provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important note below)

This policy, along with the **schedule of cover**, endorsements and the statement of fact should be read together as one document and form the contract of insurance.

*** Important - Your Statement of Fact**

The statement of fact containing the information supplied either orally, electronically or in writing by you or anyone acting on your behalf, upon which your premium was calculated, is the basis of your contract with the insurer. Your attention is drawn to the importance of the accuracy of the information supplied on the statement of fact. If you agree that the information is correct, please retain the statement of fact with your policy document (you must sign and date the statement of fact where indicated and retain for your records). If the information supplied is incorrect or missing, please notify us or your appointed agent immediately, but no later than seven days after receipt, so that a revised statement of fact may be issued. The revised information may result in a change to the premium quoted and / or the terms that apply to the policy. If it is subsequently found that the information given on the statement of fact is incorrect then this may result in any claim under this policy being refused or the policy being void.

Please read all the documents carefully to make sure they meet your requirements. If you decide that you do not wish to proceed then you may cancel this insurance by notifying the insurance broker who sold you this insurance, or Vasek Insurance, within 14 days of either:-

- **The date you receive your policy documentation, or**
- **The start of the period of insurance**

whichever is the later. Providing you have not made any claims we will refund the premium on a pro rata basis less an administration charge of £15.

Certain conditions, exclusions and clauses apply to all sections of this policy and are shown on pages 13 to 19. It is important that you read them carefully, as they apply at all times.

BUILDINGS SECTION

Buildings are:

- the main structure of the **property** and its permanently fitted fixtures and fittings, but only if they are owned by **you** or for which **you** are legally responsible,
- its outbuildings and private garage(s),
- terraces, patios, paths and drives,
- walls, gates, fences, hedges, lamp-posts and railings,
- swimming pools and tennis courts,
- permanently fitted central heating/fuel tanks, septic tanks and cesspits,
- permanently fitted flooring, which **you** own, but not carpets.

All within the **premises** named in the **schedule of cover**

Buildings are not:

- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **premises**,
- carpets.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the buildings of the **premises**.

INSURED EVENTS

1. **Fire, lightning, earthquake or explosion**
2. **Storm or flood**, but not to fixed fuel tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, hedges, fences, railings or for loss or damage caused by subsidence, landslip or ground heave other than as covered under insured event 11 of this section
3. **Escape of water from any fixed appliance, pipe or tank, plus damage to these caused by frost**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
4. **Escape of oil from any fixed appliance, pipe, or tank**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
5. **Theft or attempted theft**, but only if caused by forcible and violent entry to or exit from the **premises**
6. **Riot**
- 7a. **Malicious damage, or hold up by violence or threats of violence**, but not if caused by **you** or any person(s) lawfully at the **premises**
- 7b. **Malicious damage caused by your tenant(s)**, but not for any loss or damage caused by wear and tear - an excess equal to the amount of the **tenant(s) bond** will apply to this section only, where no **bond** has been taken then an excess of £500 will apply
8. **Collision with the property by aircraft, animals or vehicles**, but not if owned by **you** or the **tenant(s)**
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**

11. **Subsidence, landslip or ground heave of the site on which the property stands**, but not:
- a) to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **premises** are affected at the same time, and by the same peril,
 - b) damage caused by coastal or river erosion,
 - c) whilst the **premises** are undergoing any structural repairs, alterations or extensions,
 - d) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations or faulty workmanship,
 - e) damage to solid floor slabs unless the foundations of the external walls of the **premises** are damaged at the same time and by the same cause,
 - f) if the **premises** have previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,
 - g) the first £1,000 of each claim,
 - h) when the **premises** are **unoccupied**

ADDITIONAL COVER

- 12. **Accidental damage** – **we** will also provide cover for accidental breakage of fixed glass, (except **plate glass** other than as covered under the **plate glass** section), fixed sanitary ware or ceramic hobs in fixed kitchen units, forming part of the building, but not when the **premises** are **unoccupied**.
- 13. **Underground services** – **we** will also provide cover for damage caused by external and visible means from a single identifiable event to any underground water or gas main, sewer or drain pipe, underground electricity or telephone cable, all of which extend from the **premises** to the public supply and for which **you** are legally liable, but not for damage to any land drainage pipe or the cost of clearing any blocked drain, drainage or sewer pipe.
- 14. **Loss of rent** – **we** will also provide cover, up to 25% of the building sum insured, for a period of 24 months if the **premises** becomes uninhabitable following loss or damage caused by any insured event for the amount of rent due to be paid to **you** which is lost, but only in respect of the period reasonably necessary to repair the **premises**.
- 15. **Trace and access** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in locating the source of any leak which may occur from any fixed water tanks, apparatus or pipes and the necessary and reasonable costs you may incur in re-instating the **premises** back to its original condition – all during the **period of insurance** up to 10% of the building sum insured.
- 16. **Unauthorised alterations** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in reinstating the **premises** back to its original condition immediately prior to the current rental period if your **tenant(s)** alters or changes the structure of the **premises** without **your** knowledge or consent. The maximum **we** will pay for all damage caused as a direct result of the unauthorised alteration during the **period of insurance** is 10% of the building sum insured. For this cover to be effective the **premises** must be inspected by either **you** or **your** appointed representative at least once every six months and records of such inspections kept.
- 17. **Additional expenses** – **we** will also provide cover to pay the necessary and reasonable expenses that **you** incur following loss or damage to the **premises** by an insured event in respect of removal of debris, demolition, shoring or propping up, architects, surveyors, structural engineers or legal fees and the fees for complying with any government or local authority requirement, but not any fee for preparing a claim or estimate.

18. **Index linking** – **we** will increase **your** sum insured each year in line with the House Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors.
19. **Replacement locks** – **we** will also provide cover for the necessary and reasonable costs **you** may incur in replacing the locks to external doors at the **premises** following theft of keys by forcible and violent means from the **premises** or from **your** private residence or any of **your** employees private residences who are authorised to hold such keys - this section also extends to include theft of keys by way of hold up or actual or threatened assault or violence to **you**, any member of **your** family, any of **your** employees or **your tenant(s)** - all during the **period of insurance** up to £5,000 in total.

SETTLING CLAIMS

We will decide whether to repair, replace or reinstate the lost or damaged building, but not so that it is better or more extensive than immediately prior to the incident giving rise to the claim. Where **we** have agreed that the building will not be repaired, replaced or reinstated following loss or damage, **we** will make a deduction for wear and tear.

UNDER INSURANCE

If **you** are under insured, which means the sum insured is not adequate enough to rebuild the **premises** at the time of the loss or damage, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of rebuilding the **premises**, **we** will only pay one half of the cost of **your** claim.

EXCESS

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule of cover**, however, an excess of £500 applies if the **premises** are insured as **unoccupied**, unless shown as a higher amount in the **schedule of cover**.

AUTOMATIC REINSTATEMENT

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us** and **you** pay any additional premium that may be required by reinstatement. In the event that **you** cancel any coverages under this insurance that have been subject of automatic reinstatement following a claim there will be no return of premium.

PLATE GLASS

This section of the policy only applies to the commercial areas of any **premises** where the buildings are insured.

We will cover the necessary and reasonable costs **you** may incur in fixing or replacing **plate glass** in windows, neon signs and doors at the **premises**, including window frames and fittings, following breakage or damage directly caused by any of the insured events, but only in respect of the cost of fixing or replacing such **plate glass**, frames or fittings that have to be borne by **you**. This section also extends to cover the necessary and reasonable costs of boarding up pending replacement of the **plate glass**. All during the **period of insurance** up to £2,000 for any one incident.

We will not cover **you** for any damage:

- 1) arising during the course of repairs, redecoration or renovation at the **premises**,
- 2) to **plate glass** whilst being installed, fitted or moved,
- 3) to **plate glass** which is defective or damaged before cover commenced,
- 4) to **plate glass** in light fittings, gaming, amusement or vending machines,
- 5) to **plate glass** forming part of the stock at the **premises**,
- 6) arising from wear, tear or gradual deterioration,
- 7) to external signs arising from wear and tear, gradual deterioration, any process of cleaning or restoring, atmospheric or climatic conditions (other than flood or storm) or vermin,
- 8) to external signs arising from mechanical or electrical breakdown or the application of electrical energy,
- 9) below the excess as stated in the **schedule of cover**
- 10) to the first £500 of each and every claim whilst the commercial area of the **premises** are **unoccupied**

CONTENTS SECTION (RESIDENTIAL AREAS ONLY)

Contents are:

- household goods within the residential area of the **premises**, which **you** own or which **you** are legally liable for,
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fittings and masts which are attached to the **premises**,
- items in outbuildings, garages or sheds, which are situated within the boundaries of the **premises**, up to £250 in total
- loss of metered water or domestic oil in a fixed oil tank up to £250 which **you** have paid for and are legally liable for,
- carpets but not permanently fitted flooring,

Contents are not:

- motor vehicles, caravans, aircraft, trailers or watercraft or their accessories,
- any living creature,
- any part of the structure, decorations or permanent fixtures and fittings at the home,
- any item(s) insured under any other insurance,
- gold, silver, gold and silver plated articles, jade, jewellery, furs, object d'art or fine art, unless agreed by **us** and shown in the **schedule of cover**.

What is covered

We cover loss or damage directly caused by insured events 1 to 11 to the contents of the **premises**.

INSURED EVENTS

1. **Fire, lightning, earthquake or explosion**
2. **Storm or flood**, but not to contents in the open
3. **Escape of water from any fixed appliance, pipe or tank**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
4. **Escape of oil from any fixed appliance, pipe or tank**, but not if any damage is caused by faulty workmanship, wear or tear or any gradually operating cause
5. **Theft or attempted theft**, but only if caused by forcible and violent entry to or exit from the **premises**
6. **Riot**
- 7a. **Malicious damage, or hold up by violence or threats of violence**, but not if caused by **you** or any person(s) lawfully at the **premises**
- 7b. **Malicious damage caused by your tenant(s)**, but not for any loss or damage caused by wear and tear - an excess equal to the amount of the **tenant(s) bond** will apply to this section only, where no **bond** has been taken then an excess of £500 will apply
8. **Collision with the property by aircraft, animals or vehicles**, but not if owned by **you** or the **tenant(s)**
9. **Falling trees or branches, lampposts or telegraph poles**, but not to trees being cut down or cut back at the **premises**
10. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**

11. **Subsidence, landslip or ground heave of the site on which the property stands**, but not:
- a) damage caused by coastal or river erosion,
 - b) whilst the **premises** are undergoing any structural repairs, alterations or extensions,
 - c) damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship,
 - d) if the **premises** have previously suffered damage by subsidence, landslip or ground heave, unless **you** have disclosed this and it has been accepted by **us** in writing,

ADDITIONAL COVERS

12. **Accidental damage** – **we** will also provide cover for **accidental damage** to televisions, satellite decoders, audio and video equipment, radios, dvd and video cassette recorders used for domestic purposes all within the **premises**, but not for damage to tapes, records, cassettes, discs or any software, or for mechanical or electrical faults or breakdown.
13. **Loss of rent** – **we** will also provide cover, up to 25% of the contents sum insured, for a period of 24 months if the **premises** become uninhabitable following loss or damage caused by any insured event for the amount of rent due to be paid to **you** which is lost, but only in respect of the period reasonably necessary to repair the **premises**.
14. **Mirrors and glass in furniture** – **we** will also provide cover for accidental breakage of mirrors, glass in furniture or ceramic hobs in unfixed kitchen appliances.

SETTLING CLAIMS

We will decide whether to repair or replace any item that is lost or damaged, if it cannot be repaired or replaced **we** will pay the cost of an equivalent replacement. For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, but only if the new item is as close as possible to but not an improvement on the original item and **we** have authorised the replacement.

UNDER INSURANCE

If **you** are under insured, which means the cost of replacing or repairing the contents, as new, at the time of the loss or 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, as new, **we** will only pay one half of the cost of replacement or repair.

EXCESS

When **we** pay **your** claim **we** will deduct the amount of the excess as shown in the **schedule of cover**, however, an excess of £500 applies if the **premises** are insured as **unoccupied**, unless shown as a higher amount in the **schedule of cover**.

AUTOMATIC REINSTATEMENT

The sum insured under this section of the policy will not be reduced by the amount of any claim provided that **you** implement without delay any requirements made by **us** and **you** pay any additional premium that may be required by reinstatement. In the event that **you** cancel any coverages under this insurance that have been subject of automatic reinstatement following a claim there will be no return of premium.

PROPERTY OWNERS LIABILITY

This section of the policy only applies to any **premises** where the buildings are insured.

We will cover **you** for **your** legal liability as **property** owner for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

The most **we** will pay for any one accident or series of accidents arising out of any one event is £5,000,000, unless shown differently in the **schedule of cover**, plus the costs and expenses which **we** have agreed to pay.

We will not cover **you** for any liability:

- 1) for **bodily injury to you**, any member of **your** family or any person who at the time of sustaining such injury is engaged in **your** service or employed by **you**,
- 2) for **bodily injury** arising directly or indirectly from any communicable disease or condition,
- 3) arising out of any criminal or violent act to another person or property,
- 4) for damage to property owned by or in the charge or control of **you**, any member of **your** family or any person engaged in **your** service or employed by **you**,
- 5) arising directly or indirectly out of any profession, occupation, business or employment, other than **your** direct liability as a landlord to **your tenant(s)**,
- 6) which **you** have assumed under contract and which would not otherwise have attached,
- 7) arising out of **your** ownership, possession or use of:
 - any motorised or horse drawn vehicle, other than domestic gardening equipment used at the **premises**,
 - any power-operated lift,
 - any aircraft or watercraft other than manually operated rowing boats, punts or canoes,
 - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991,
- 8) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time at the **premises** during the **period of insurance** and is reported to **us**, in writing, no later than 30 days from the end of the **period of insurance**;
 - in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident,
- 9) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the boundaries of the **premises**,
- 10) if **you** are entitled to indemnity under any other insurance, (until such insurance(s) is/ are exhausted).

EMPLOYERS LIABILITY

This section of the policy only applies to any **premises** where the buildings are insured,

We will cover **you** for any amounts **you** become legally liable to pay for injury sustained by any of **your** employees arising out of and in the course of their employment or engagement by **you** caused during the **period of insurance**, plus the costs and expenses which **we** have agreed to pay:

- 1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- 2) whilst temporarily outside the countries named in 1) provided that any such employee is:
 - i. ordinarily resident in any of the aforesaid countries;
 - ii. engaged in non-manual work.

The most **we** will pay for any one claim or series of claims arising out of any one occurrence inclusive of all costs and expenses is £10,000,000, unless shown differently in the **schedule of cover**.

We will not cover **you** for any liability for injury sustained by any employee whilst:

- 1) carried in or upon entering, leaving, ascending, descending, mounting or alighting from any vehicle on a road as defined, designated or specified in any road traffic legislation,
- 2) offshore, however if **we** are required by compulsory insurance regulations to make a payment in respect of injury occurring offshore then the most **we** will pay for any one occurrence is £5,000,000 inclusive,
- 3) working upon, repairing, decorating or cleaning any external work above ground level,
- 4) working on any structural building work.

RIGHT OF RECOVERY

The indemnity granted by this section of this insurance policy is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland and the Isle of Man, but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provision of such law.

HOW TO MAKE A CLAIM UNDER THIS INSURANCE

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Vasek Insurance** claims department as soon as possible. This can be by telephone, fax, email or online at www.vasek.co.uk.

Vasek Insurance Claims Department
30 - 34 Hounds Gate, Nottingham NG1 7AB
Tel: 0115 950 5052
Fax: 0115 947 5514
www.vasek.co.uk

At the time of making a claim, **you** will be asked:-

- The name of the insurance broker who sold **you** this insurance;
- The policy number stated on **your schedule of cover**;
- Full details of the claim
- For the statement of fact that you signed and retained at the inception of this policy.

A claim form will be issued to **you** which must be returned fully completed along with at least two separate independent estimates or quotations for any damage or items **you** are claiming, this will be at **your** expense.

We may need to arrange an inspection of **your premises** by an independent loss adjuster, this will be at **our** expense.

In the event of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the date **you** became aware of the incident and then obtain a crime reference number, otherwise **your** claim may be void.

You must notify **Vasek Insurance**, by way of a claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date **you** became aware of the incident or **your** claim will be void.

GENERAL CONDITIONS, EXCLUSIONS AND CLAUSES WHICH APPLY TO THE WHOLE OF THIS POLICY

General Conditions

- A) i. **you** must ensure that all protections provided for the security of the **premises**, including all intruder and fire alarm systems and locks, are maintained in good working order throughout the **period of insurance**, and are in full and effective operation and use whenever the **premises** are **unoccupied** or there are no **tenant(s)** resident at the **premises**,
- ii. where there is a statutory or regulatory requirement for the **premises** to be protected by a fire alarm system or any other fire protection then **you** must ensure that these protections are maintained in accordance with the manufacturer's specifications and be in full and effective operation and use at all times,
- if **you** fail to comply with any part of this condition **your** claim will be void and not paid.
- B) **you** must ensure that the **premises** are adequately protected and secure at all times, if **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,
- C) **you** must comply with all regulations/statutory conditions regarding the letting of the **premises** including, but not limited to:-
- i. the number of persons legally allowed to reside at the **premises**,
- ii. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended),
- iii. having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **premises**,
- if **you** fail to comply with this condition **your** claim will be void and not paid,
- D) it is a condition precedent to **our** liability that all gas appliances fitted at the **premises** are serviced, by an individual registered with the Gas Safe Register, on an annual basis, **you** must also ensure that a valid Landlord Gas Safety Record (also known as a CP12 certificate) is in place at all times when the **premises** are let to **tenant(s)** and keep all records for a minimum of 2 years, **we** will request sight of these if **you** wish to make a claim. If **you** fail to comply with any part of this condition precedent then this insurance policy will be void,
- E) it is a condition precedent to **our** liability that throughout the **period of insurance** you must have an electrical certificate which is not more than 5 years old issued by an NICEIC member or recognised alternative European trade body for the **premises** which confirms the entire electrical system is in a good state of repair,
- F) **you** must comply with all the terms and conditions of this policy, **you** must also take all reasonable steps to prevent loss, damage or accidents and keep the **premises** in a good state of repair, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- G) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date **you** became aware of the incident. If the incident is as a direct result of loss, theft or any malicious act **you** must report the incident to the police within 24 hours of the date **you** became aware of the incident and then obtain a crime reference number, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- H) **you** must forward to **us**, by registered post and within 3 working days, any writ, summons or other legal document served on **you** in connection with a claim or possible claim, **you** must not answer any correspondence, admit, deny or negotiate any claim without **our** prior written consent, if **you** fail to comply with any part of this condition **your** claim will be void and not paid,
- I) **you** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim,
- J) **you** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them,

- K) **you** must take all reasonable care to limit any loss, damage or injury,
- L) it is a condition precedent to **our** liability that **you** must sign and date the Statement of Fact which confirms **your** acceptance of the details contained within it,
- M) if **you** or **your** representative makes a claim under this insurance knowing the claim to be false, fraudulent or intentionally exaggerated in any respect, or makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or makes a claim in respect of any loss or damage caused by **your** willful act or connivance then **your** claim will be void and not paid, any other claim which has been or will be made under this insurance will also be void and not paid. **We** may at **our** option declare **your** insurance void, **we** shall be entitled to recover from **you** the amount of any claim already paid under this insurance since the last renewal date, **we** shall not return any premium, **we** may inform the Police of the circumstances,
- N) if any premium that is due has not been paid at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- O) **we** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense,
- P) **we** will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected,
- Q) this policy is subject to English law and any disputes in connection with this policy will be subject to English Courts, if there is any dispute as to which law applies, it will always be English law,
- R) **we** may cancel this policy by giving **you** seven days notice to **your** last known postal address or to **your** insurance broker **we** will return a proportion of **your** premium on a pro rata basis, **you** may cancel this policy by giving **us** seven days notice or seven days notice via **your** insurance broker, **we** will return a proportion of **your** premium, as long as no claim has been made or reported during the **period of insurance**, on a pro rata basis less a £20 administration charge, except in the first year of insurance when this will be on a short period basis less a £20 administration charge, **our** short period scale is 75% return for cancellation in month one, 70% in month two, 60% in month three, 50% in month four, 40% in month five, 30% in month six, 20% in month seven, 10% in month eight, 5% in month nine and nil in months ten, eleven or twelve, no return of premium will be given if under £20.

EXCLUSIONS

We will not cover:

- A) 1) loss or destruction of or any damage to any **premises** or insured items 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 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) loss or destruction of or any damage to any **premises** or insured items whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to **premises** by or under the order of any government or public or local authority,
- C) any loss or damage caused directly or indirectly by any criminal activity at the **premises** by the **tenant(s)**, except as covered by Additional Cover 16 "Unauthorised Alterations",
- D) loss or damage resulting from mould, mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling, pets or spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health,
- E) loss or damage to any flat roof, except over garages or porches, which is over 10 years old, if the flat roof is under 10 years old, the following excesses will apply to all claims relating to the flat roof; up to 5 years old £250; 5 - 10 years old £500,
- F) loss or damage to any **premises** or insured items as a result of seizure or confiscation or attempts at either of these by customs or any other authorities,
- G) any loss or damage occurring before cover commenced,
- H) any loss or damage resulting from theft or malicious acts by **you** or any other person(s) lawfully at the **premises**, other than **your tenant(s)**
- I) the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform natural colour or design, when damage occurs within a clearly identifiable area or to a specific part,
- J) any loss or damage that is not directly associated with the incident that caused **you** to claim, or any reduction in value except where that loss or damage is expressly included within this insurance,
- K) any loss or damage notified to **us** after 90 days from the date **you** became aware of any incident that might give rise to a claim,
- L) any claim that is lower than the excess, as stated in the **schedule of cover**, or this policy wording,
- M) any loss, 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 **premises**, including where **you** are working in **your** capacity as a professional tradesman,
- N) any loss or damage that could be paid for by monies recoverable by **you** from the **tenant(s) bond**.
- O) loss or damage attributable solely to change in the water table level.
- P) **Terrorism exclusion clause**

We will not cover

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Or 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:

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

For the purposes of this exclusion "Terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

In respect of Employers Liability, this exclusion shall only apply in excess of £5,000,000 any one occurrence.

Q) **Northern Ireland override exclusion clause**

We will not cover loss or destruction of or damage to any property in Northern Ireland or any loss or expenses whatsoever resulting or arising therefrom caused by or happening through or in consequence of:

1. Civil commotion; and/or
2. Any unlawful, wanton or malicious act committed maliciously by a person(s) acting on behalf of, or in connection with any Unlawful Association.

For the purposes of this exclusion "Unlawful Association" means any organisation which is engaged in Terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

R) **Electronic data exclusion clause**

We will not cover

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Or any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

S) **Biological and chemical contamination exclusion clause**

We will not cover

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Or 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 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, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

T) **The Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A Person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

ENDORSEMENTS

The following endorsements **ONLY APPLY** if shown as applying in the **schedule of cover**:

01) **Theft limitation clause**

This insurance does not cover any loss or damage to the **premises** by theft or any attempted theft, except where the theft or attempted theft of the **premises** is caused by forcible and violent entry to or exit from the **premises**.

02) **Protections clause**

It is a condition precedent to **our** liability under this insurance that all protections provided for the safety and security of the **premises**, including all intruder and fire alarm systems and locks, be maintained in good working order throughout the **period of insurance** and be in full and effective operation and use whenever the **premises** are **unoccupied** or there are no **tenant(s)** resident at the **premises**. Such protections shall not be withdrawn or varied without our consent.

03) **Heating clause**

In the event that:-

- a) **you** or **your tenant(s)** have permanently vacated the **premises**, or
 - b) **your tenant(s)** if students have left the **premises** for more than 24 hours outside of their relevant semester period, or
 - c) the commercial area of the **premises** are **unoccupied**
- there shall be no cover under insured event 3 "Escape of water from any fixed appliance, pipe or tank" or additional cover 15 (Trace and access) during the period 1st November to 28th February each year unless **you** have ensured that the following is complied with:-
- i) where the entire **premises** has the benefit of a gas or oil fired central heating system fitted with automatic controls and a separate thermostat, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit
or
 - ii) all water supplies to be turned off at the mains and the entire water system be drained of all the water.

If any part of this clause is not complied with, claims relating to insured event 3 "Escape of water from any fixed appliance, pipe or tank" or additional cover 15 (Trace and access), will be void and not paid.

If any claim is being made then **we** reserve the right to request from **you** any bills for **any** utilities being supplied to the **premises** for verification by **us**,

04) **Change of circumstances clause**

It is a condition precedent to **our** liability under this insurance that **you** must immediately inform **us** if:-

- i) the type of **tenant(s)**, as last disclosed to **us**, changes at the **premises** or
- ii) the **premises** become **unoccupied** or owner occupied or
- iii) the **premises** are not re-let within 30 days for whatever reason or
- iv) the **premises** become illegally occupied
- v) there is a change of use or trade at the **premises**
- vi) the **premises** are to be demolished or **you** apply for permission to demolish the **premises**
- vii) the **premises** become subject to a Compulsory Purchase Order (CPO)
- viii) any works start or are planned at the **premises** not already advised to and accepted by **us**.

If **you** fail to inform **us** your policy will be void. To enable **you** to fully comply with this clause **you** should to check the occupancy status of the **premises** on a regular basis.

05) **Flood exclusion clause**

This policy does not provide cover for "Flood" under insured event 2.

06) **Theft and malicious damage exclusion clause**

This policy does not provide cover for insured event 5 "Theft or attempted theft", insured event 6 "Riot" or insured event 7 "Malicious damage".

- 07) **Mortgage interest clause**
The rights of the bank or building society, as stated in the **schedule of cover**, will not be affected by anything **you** do to increase the risk of loss or damage at the **premises** provided that they were unaware of such action, the bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage, they may also have to pay an additional premium which **you** will have to repay to them.
- 08) **Contractors exclusion clause**
This policy excludes cover for any loss, 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 **premises**, including where **you** are working in **your** capacity as a professional tradesman.
- 09) **Restricted cover clause**
This policy only provides cover for insured event 1 "Fire, lightning, earthquake or explosion". Insured events 2 to 11 and all "additional covers" are deleted and of no effect.
- 10) **Subsidence, landslip and heave exclusion clause**
This policy does not provide cover for insured event 11 "Subsidence, landslip or ground heave of the site on which the **property** stands".
- 11) **Security clause**
You must ensure that:-
- i) the **premises** are secured against illegal entry at all times,
 - ii) all door and window openings are securely boarded up if there are no doors or windows fitted at the **premises**,
 - iii) all letterboxes are sealed so no materials can enter the **premises**,
 - iv) the **premises** are inspected at least once every week and accurate records of these inspections are kept, **you** must also carry out any works necessary to maintain the security at the **premises**,
 - v) **you** keep **us** informed, at least every three months (in writing), of the progress of any works at the **premises** and inform **us** immediately if the works at the **premises** cease or are suspended for whatever reason,
 - vi) **you** notify **us** immediately if the **premises** become illegally occupied or becomes occupied by squatters.
- If **you** fail to comply with any part of this clause claims will be void and not paid.
- 14) **Accidental Damage cover clause**
This insurance has been extended to include **accidental damage** cover to the buildings section of this policy, but not:-
- a) for damage that **we** specifically excluded elsewhere under the buildings section of the policy,
 - b) damage caused by settling, shrinking, collapsing, cracking, subsidence, heave or landslip,
 - c) damage while the **premises** are being altered, repaired or extended,
 - d) damage to outbuildings or garages that are not of standard construction,
 - e) for the cost of general maintenance,
 - f) damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost,
 - g) damage arising from faulty design, specification, workmanship or materials,
 - h) damage caused by mechanical or electrical faults or breakdown,
 - i) damage caused by dryness, dampness, extremes of temperature or exposure to light,
 - j) damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks,
 - k) damage caused by or contributed to by or arising from any kind of pollution and / or contamination,
 - l) the excess as stated in the **schedule of cover**, or this policy wording,
 - m) for any damage caused in respect of any **premises** used as a holiday home let.
- 15) **Non - standard construction clause**
It is agreed and understood by **us** that the **premises** is built of non-standard construction.

16) **Minimum security clause**

There shall be no cover under insured event 5 "Theft or attempted theft" or insured event 7 "Malicious damage" unless the following minimum protections are fitted at the **premises**.

- * **all external doors:** 5 lever mortice deadlocks (conforming to British Standard 3621), or better,
- * **patio doors:** in addition to a central locking device, key operated bolts to top and bottom of opening sections
- * **all ground floor and easily accessible upper floor windows:** key operated window locks or better

If **you** fail to comply with any part of this clause, claims relating to insured event 5 "Theft or attempted theft" or insured event 7 "Malicious damage" will be void and not paid.

18) **Fire extinguisher clause**

It is a condition precedent to **our** liability under this insurance that at least two fire extinguishers are installed at the **premises**, one of which must be installed in the kitchen area, these fire extinguishers must be serviced at least once every 2 years to ensure that they are maintained in good working order and records of such services kept. If **you** fail to comply with any part of this clause claims relating to fire or explosion will be void and not paid.

20) **Special exclusion or warranty clause**

Please refer to the description as described in the **schedule of cover**.

OUR SERVICE COMMITMENT TO YOU

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** have any questions or concerns about **your** policy or the handling of a claim, **you** should, in the first instance, contact **Vasek Insurance**. This can be by telephone, fax, email or online at www.vasek.co.uk

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Department. Their address is:-

Policyholder and Market Assistance Department

Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Tel. 020 7327 5693

Fax. 020 7327 5225

Email. complaints@lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process.

We will not be responsible for any complaints regarding companies other than **us** or **Vasek Insurance**.

This complaints procedure is without prejudice to **your** right to take legal proceedings.

ADMINISTRATION CHARGES

Vasek Insurance charge a small administration fee for arranging and amending policies. A scale of these charges can be found at www.vasek.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

YOUR TOTAL PEACE OF MIND

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, by telephoning 020 7892 7300 and on their website www.fscs.org.uk

PROPERTY INSPECTION RECORD SHEET

You may use this sheet to record inspections of the **property/ies**.

Date of inspection	Inspected by	Details of any works carried out to maintain the security at the property/ies

Date of inspection	Inspected by	Details of any works carried out to maintain the security at the property/ies

If further copies are required please photocopy this sheet and keep with the Policy documents



Vasek Insurance- 30-34 Hounds Gate Nottingham, NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

www.vasek.co.uk

Vasek Insurance is the trading name of Vasek Insurance Services Limited,
who are authorised and regulated by the Financial Services Authority.

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Registered address Lygon House 50 London Road Bromley BR1 3RA

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