



**COMMERCIAL PROPERTY
POLICY WORDING FOR
OCCUPIED AND UNOCCUPIED
PROPERTY**

December 2020

Vasek Insurance - 30-34 Hounds Gate, Nottingham, NG1 7AB
Tel: 0115 950 5052 Fax: 0115 950 5053

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DATA PROTECTION

The basics: **We** and **Vasek Insurance** collect and use relevant information about **you** to provide the insurance cover that benefits **you** and to meet any legal obligations in line with the General Data Protection Regulation (GDPR). This information includes details such as **your** name, address and contact details and any other necessary information that **we** or **Vasek Insurance** may require in connection with the insurance cover from which **you** benefit. This information may sometimes include more sensitive details about **you**, but only where this is necessary to be able to provide the insurance cover or to handle any claims.

The way insurance works means that **your** information may sometimes need to be provided to associated third parties in the insurance sector, but only where necessary to fulfil **our** or **Vasek Insurance's** obligations under the insurance contract, for example your insurers, agents or **your** insurance broker, **our** reinsurers, **our** or **Vasek Insurance's** preferred loss adjusters, **our** or **Vasek Insurance's** claims handlers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies. **Your** personal information will only be disclosed in connection with **your** insurance cover and to the extent required or permitted by law.

Other people's details provided by you: Where **you** provide **us** or **Vasek Insurance** with details about other people, **you** must provide this notice to them.

Want more details? For more information about how **your** personal information is used, please see the full privacy notices which are available online on our and **Vasek Insurance's** websites, or in other formats on request.

Your rights: **You** have rights in relation to the information held about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **your** information is used or request a copy of a full privacy notice, please contact **us** or **Vasek Insurance** using the details shown below:

Vasek Insurance:

Data Protection Office

Email: dpo@ajg.com

Website: www.ajg.com/uk/brokerage-privacy-policy

AXIS Managing Agency Limited:

Data Protection Officer

Email: dpo@axiscapital.com

Address: Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Phone: 020 7877 3833

Website: www.axiscapital.com

We and **Vasek Insurance** may record any telephone calls to help monitor and improve the service provided.

YOUR COMMERCIAL PROPERTY INSURANCE POLICY

This insurance 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.

Please read all the documents carefully to make sure they meet **your** requirements.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule of cover** and the definitions on page 7. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under the contract reference number shown in the **schedule of cover** and **we** have relied on the information **you** have given **us**.

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 notice below)

This policy wording, along with the **schedule of cover** and any endorsement(s) should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 9, 10, 11 and 12. It is important that **you** read them carefully, as they apply at all times.

* Important Notice - Information **you** have given **us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information given to **us**, either orally, electronically or in writing, by **you** or anyone acting on **your** behalf. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A copy of the information provided to **us** is contained within the statement of fact attached to the **schedule of cover**. If **you** agree that the information is correct then please sign and date the statement of fact and retain for **your** records. Should the information be incorrect or missing then please contact **Vasek Insurance** or **your** insurance broker as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by **us** or it may result in **us** being unable to continue this insurance and having to cancel this policy.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place;
- charge **you** more for the remainder of **your period of insurance** and reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the cancellation condition as set out in this policy.

Vasek Insurance or **your** insurance broker will write to **you** if **we**:

- intend to treat this insurance as if never existed; or
- need to amend the terms of this insurance;
- require **you** to pay more for this insurance; or
- intend to cancel **your** policy.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying the insurance broker who sold **you** this insurance, or **Vasek Insurance**.

This insurance has a cooling off period of 14 days from either:

- The date **you** receive **your** insurance 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 in full.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice or 14 days' notice via **your** insurance broker. As long as no claims have been made or reported during the **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the **period of insurance**.

If however **you** elected to take a 3 or 6 month only policy no return of premium will be given.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal address or via **your** insurance broker. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis. **We** will only do this for a valid reason (examples of valid reasons are but not limited to):

- non payment of premium, including any direct debit or premium finance instalment;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language.

ADMINISTRATION CHARGES

Vasek Insurance charge an administration fee for arranging and amending policies. Information of these charges can be found within our Initial Disclosure Document 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.

YOUR TOTAL PEACE OF MIND

The **insurer** and **Vasek Insurance** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **insurer** or **Vasek Insurance** 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: PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 or 020 7741 4100. Web: www.fscs.org.uk.

SANCTIONS

We will not provide any benefit under this insurance 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.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **property** is situated, or, if the **property** is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **property** is situated, or, if the **property** is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

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, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Vasek Insurance**.

Vasek Insurance

30-34 Hounds Gate, Nottingham NG1 7AB

Tel: 0115 950 5052
Fax: 0115 950 5053
Email: policymanagement@vasek.co.uk
claims@vasek.co.uk
complaints@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 Team at Lloyd's. The contact details are:-

Complaints Team

Lloyd's
Fidentia House, Walter Burke Way
Chatham Maritime, Chatham
Kent ME4 4RN

Tel: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's 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 the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR is: <http://ec.europa.eu/odr>. Should a complaint be received regarding companies other than **us** or **Vasek Insurance** and **we** are unable to provide a response, **we** will inform **you** of this and provide details of how **you** can progress **your** complaint.

This complaints procedure is without prejudice and does not affect **your** right to take legal action.

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 physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.

Bodily injury physical injury including accidental death, disease or illness.

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

Buildings

- the main structure of the **property** and its permanently fitted fixtures and fittings
- its domestic outbuildings and private garage(s)
- tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lamp-posts and railings
- permanently installed swimming pools, hot tubs and jacuzzi's
- permanently fitted central heating/fuel tanks, septic tanks and cesspits
- permanently fitted **solar panels**
- permanently fitted flooring, but not carpets other than where covered under the **buildings** section, additional cover 13 - Landlords contents

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

Contents

- household goods within the residential area of the **premises**, which **you** own or are legally liable for
- radio and television aerials, satellite dishes, satellite television receiving equipment, their fitting and masts which are attached to the **property**
- items in outbuildings, garages or sheds, which are situated within the boundaries of the **premises**, up to £500 in total
- metered water or domestic oil in a fixed oil tank up to £1,000 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 **buildings**, decorations or permanent fixtures and fittings at the **property**
- any item(s) insured under any other insurance
- gold, silver, gold and silver plated articles, jade, jewellery, furs, objet d'art or fine art, unless agreed by **us** and shown in the **schedule of cover**.
- any **property** held or used for business purposes
- any business stock
- any office equipment.

Excess the amount **you** will have to pay towards each separate claim.

Heave upward and/or lateral movement of the site on which **your property** stands caused by swelling of the ground.

Insurer	<p>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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p> <p>Please note that correspondence should not be directed to the above address but should always go through the insurance broker who sold you this insurance or Vasek Insurance.</p>
Landslip	downward movement of sloping ground.
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.
Premises	the risk address which is named in the schedule of cover .
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 .
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.
Settlement	downward movement of the site on which your property stands as a result of soil being compressed by the weight of the property within ten years of construction.
Solar panels	photovoltaic modules, panels or systems professionally installed at the property for the purpose of generating an electrical supply.
Subsidence	downward movement of the site on which your property stands by a cause other than weight of the property itself.
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.
Vasek Insurance	the company who have been authorised by the insurer under a delegated authority, to transact insurance business on their behalf. Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.
We/us/our	the insurer .
White goods	fridges, freezers, cookers, ovens, microwaves, washing machines, tumble dryers and dish washers used for domestic purposes in the residential area.
You/your	the person(s) named in the schedule of cover .

GENERAL CONDITIONS, EXCLUSIONS AND CLAUSES WHICH APPLY TO THE WHOLE OF THIS INSURANCE 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, when any part of the **property** is **unoccupied** or the **tenant(s)** have vacated any part of the **premises**. If **you** fail to comply with this condition claims as a result of the **premises** being insecure will not be covered,
- C) it is a condition precedent to **our** liability that **you** comply with all regulations and statutory conditions regarding the letting, leasing or renting of the **premises**. If **you** fail to comply with this condition precedent then this policy will be void,
- D) 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, but only in respect of the commercial area of the **premises**,
- E) **you** must notify **us**, by way of a claim form, of all incidents that may give rise to a claim, please refer to the **Vasek Insurance** website www.vasek.co.uk or the "How to make a claim under this insurance" section of this policy for more information regarding claims and **your** duties,
- F) if any premium has not been paid by the payment due date at the time of any claim or incident giving rise to a claim **your** claim will be void and not paid,
- G) **you** must notify **us** before any alterations, extensions or renovations take place at the **premises**, if **you** fail to comply with any part of this condition **your** claim may be void and not paid or not paid in full.

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) any loss or damage or liability directly or indirectly caused 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, or 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,
- 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 "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 caused directly or indirectly to, by or from any felt roof at the **premises** unless the felt roof has been fully replaced or renewed in the last 12 years,
- 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 nature 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 caused by or in part through misuse, poor maintenance or wear and tear at the **premises**,
- L) any loss or damage caused by faulty workmanship, general maintenance or anything that happens gradually at the **premises**,

M) **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.

N) **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.

O) **Cyber and Data Exclusion**

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

P) **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.

Q) **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.

R) **Infectious or Contagious Disease Exclusion**

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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. **You** will be required to complete a claim form, this can be done on **our** website by submitting an electronic claim form or by downloading a claim form to email or post back to **us**, **we** can also post one out to **you** if required. Alternatively **your** broker will be able to assist **you** in making a claim.

Vasek Insurance Claims Department
30-34 Hounds Gate
Nottingham NG1 7AB

Tel: 0115 950 5052 (including out of hours)
Fax: 0115 950 5053
Email: claims@vasek.co.uk
Website: www.vasek.co.uk

At the time of making a claim, **we** will require **you** to provide:-

- The policy number stated on **your schedule of cover**;
- Details of the claim.

We may require **you** to provide:-

- Documentation to support **your** claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged **property**.

We reserve the right to request additional information to give due consideration to **your** claim.

We may need to arrange an inspection of **your premises** by a loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily, this will be at **our** expense. **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,

Your Duties

In the event of a claim or possible claim under this insurance:

- 1) **you** must provide the Claims Department with any other information they require within 30 days of their request. **We** will only ask **you** for information in relation to **your** claim or **your** insurance policy.
- 2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
- 3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
- 5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 6) **you** must take all reasonable care to limit any loss, damage or injury.
- 7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
- 8) **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

How we deal with your claim

1. Defence of claims

We may:

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

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.

3. Fraudulent claims

you must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently 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** wilful act or connivance then:-
- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the insurance
- **we** may at **our** option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- **we** shall not return any premium
- **we** may inform the Police of the circumstances

BUILDINGS SECTION

The following cover applies only if the **schedule of cover** shows that it is included.

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

INSURED EVENTS

WHAT IS COVERED

WHAT IS NOT COVERED

<p>This insurance covers the buildings for loss or damage directly caused by:</p>	<p>We will not pay:</p>
<p>1. Fire, lightning, earthquake or explosion</p>	
<p>2. Storm, flood or weight of snow</p>	<p>a) for loss or damage caused by subsidence, landslip or heave other than as covered under Insured Event 11 of this section</p> <p>b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, jacuzzi's, tennis courts, drives, patios, paths, terraces, gates, hedges, fences or railings</p>
<p>3. Escape of water from any fixed appliance, pipe or tank</p>	
<p>4. Escape of oil from any fixed appliance, pipe or tank</p>	
<p>5. Theft or attempted theft</p>	<p>for loss or damage unless caused by forcible and/or violent entry to or exit from the premises</p>
<p>6. Riot</p>	
<p>7a. Malicious damage or hold up by violence or threats of violence</p>	
<p>7b. Malicious damage caused by your tenant(s)</p>	
<p>8. Collision with the property by aircraft, animals or vehicles</p>	
<p>9. Falling trees or branches, lampposts or telegraph poles</p>	<p>for loss or damage caused by trees being cut down or cut back at the premises</p>
<p>10. Breakage or collapse of satellite television receiving equipment or television and radio aerials</p>	

BUILDINGS SECTION (continued)

WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by:

11. Subsidence, landslip or heave of the site on which the buildings stand

WHAT IS NOT COVERED

We will not pay:

- a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzi's, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **premises** is also affected at the same time and by the same event
- b) for loss or damage caused by coastal or river erosion
- c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- d) for loss or 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 faulty workmanship
- e) for loss or 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 loss or damage to solid floors unless the walls of the **property** are damaged at the same time and by the same event
- g) the first £1,000 of each claim, unless shown differently in the **schedule of cover**

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers:</p> <p>12. Theft or attempted theft by your tenant(s)</p> <p>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</p>	<p>We will not pay:</p> <p>any amount over £5,000 per incident</p>
<p>13. Landlords contents</p> <p>loss or damage to carpets, curtains, blinds and white goods belonging to you while they are at the premises for the sole use of the tenant(s)</p>	<p>any amount over £5,000 per incident</p>
<p>14. Nest removal</p> <p>the costs you are responsible to pay for professional contractors to trace and remove bird, animal and insect nests at the premises</p>	<p>a) any amount over £1,000 per incident</p> <p>b) for the removal of nests that existed before cover commenced</p>
<p>15. Underground services</p> <p>the cost of repairing accidental damage caused by external and visible means from a single identifiable event to:</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • blocked sewers including the cost of braking into them and making necessary repairs • underground gas pipes • underground cables <p>serving the premises and which you are legally liable for</p>	
<p>16. Loss of rent</p> <p>if the premises become uninhabitable following loss or damage which is covered by an Insured Event for:</p> <ol style="list-style-type: none"> i) the amount of any rent that is due to be paid to you which is lost, and ii) the amount of ground rent payable by you, <p>but only in respect of the period necessary to repair the premises</p>	<p>a) any amount over 25% of the sum insured for buildings in total</p> <p>b) for any period exceeding 24 months</p>

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers:</p> <p>17. Trace and Access if the buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation at the property, we will pay for the cost of removing and replacing any other parts of the buildings necessary to find and repair the source of the leak and making good</p>	<p>We will not pay:</p> <p>any amount over 10% of the sum insured for buildings in total</p>
<p>18. Unauthorised alterations the necessary 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, including where these alterations or changes are when the premises have been or are being used as a drug factory</p> <p>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</p>	<p>any amount over 10% of the sum insured for buildings in total</p>
<p>19. Additional expenses any necessary expenses you may incur following loss or damage which is covered by an Insured Event for:</p> <ul style="list-style-type: none"> • architects', surveyors', consulting/structural engineers and legal fees • the cost of removing debris, demolition, shoring or propping up and making the premises safe • the costs you have to pay in order to comply with any Government or local authority requirements 	<p>a) any expenses or fees for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers:</p> <p>20. Replacement locks the necessary costs you may incur in replacing the locks to external doors at the premises (including final exit doors for individual flats or apartments) following:</p> <ul style="list-style-type: none"> i) theft of keys from your place of business or your own private home or the private home of your employee, or ii) theft of keys from the insured premises, or iii) theft of keys following mugging against, you, your employee or your tenant(s) iv) loss of keys by you, your employee or your tenant(s) 	<p>We will not pay:</p> <p>any amount over £5,000 in total</p>
<p>21. Fire extinguisher expenses the necessary costs you may incur in replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks at the premises following loss or damage which is covered by an Insured Event</p>	<p>any amount over £5,000 in total</p>
<p>22. Unauthorised use of services the costs you may incur following the unauthorised use of electricity, gas or water at the premises by persons occupying the premises without your authority or consent provided that you take all reasonable steps necessary to terminate such services immediately you become aware of such occupation</p>	<p>any amount over £5,000 in total</p>
<p>23. Emergency access expenses the necessary costs you may incur for repairing the property following damage caused to the premises by any of the Emergency Services in gaining entry to the premises</p>	<p>any amount over £5,000 in total</p>
<p>24. Closed circuit television systems the necessary costs you may incur in repairing or replacing closed circuit television systems at the premises following accidental damage or loss or damage covered under this section of the policy</p>	<p>any amount over £5,000 in total</p>

BUILDINGS SECTION (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers:</p> <p>25. Fly tipping the necessary costs you have to pay for removing illegally dumped items from the premises and disposing of them at a fully licensed amenity site plus the costs of repairing any damage caused by fly tippers at the premises</p>	<p>We will not pay:</p> <ul style="list-style-type: none">a) any amount over £1,000 per incidentb) for removing any items that were present before cover commenced
<p>26. Index linking your buildings sum insured against inflation so your buildings sum insured will be indexed each month by us in line with The House Rebuilding Cost index issued by the Royal Institution of Chartered Surveyors we will not charge you any premium for this monthly increase, but at each renewal we will calculate the premium using the new sum insured for your added protection should the index fall we will not reduce the sum insured</p>	

PLATE GLASS

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

WHAT IS COVERED

This section of the insurance also covers:

the necessary costs **you** may incur for fixing or replacing **plate glass** in windows, neon signs and doors at the **premises**, including window frames and fittings following:

- breakage directly caused by any of the insured events, or
- damage directly caused by any of the insured events, plus
- the necessary costs of boarding up pending fixing or replacement of the **plate glass**

but only in respect of the costs of fixing or replacing such **plate glass** that are **your** responsibility or have to be paid for by **you**.

WHAT IS NOT COVERED

We will not pay:

- a) any amount over £2,000 per incident
- b) for loss or damage arising during the course of repairs, redecoration or renovation at the **premises**
- c) for loss or damage to **plate glass** whilst being installed, fitted or moved
- d) for loss or damage to **plate glass** which is defective or damaged before cover commenced
- e) for loss or damage to **plate glass** in light fittings, gaming, amusement or vending machines
- f) for loss or damage to **plate glass** forming part of the stock at the **premises**
- g) for loss or damage to external signs arising from any process of cleaning or restoring
- h) for loss or damage to external signs arising from mechanical or electrical breakdown or the application of electrical energy
- i) the first £500 of each and every claim whilst the commercial area of the **premises** are **unoccupied**

BUILDINGS SECTION (continued)

ACCIDENTAL DAMAGE COVER TO THE BUILDINGS

The following cover applies only if the **schedule of cover** shows that **accidental damage** to the **buildings** is included.

WHAT IS COVERED

This extension covers:

Accidental damage to the buildings

WHAT IS NOT COVERED

We will not pay:

- a) for damage that **we** specifically exclude elsewhere under the **buildings** section
- b) for damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking
- c) for damage while the **premises** are being altered, refurbished or extended
- d) for damage to outbuildings or garages that are not built of brick, stone or concrete or roofed with slates, tiles, metal, asbestos, asphalt or concrete
- e) for damage arising from faulty design, specification or materials
- f) for damage caused by mechanical or electrical faults or breakdown
- g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- h) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- i) for damage caused by or contributed to, by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under the **buildings** section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - PaymentBut not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.
2. If **we** have agreed with **you** that the **buildings** will not be repaired, replaced or reinstated following loss or damage **we** will agree a cash settlement with **you** and may deduct an amount for wear and tear.
3. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.

Your sum insured

4. **We** will not reduce the sum insured under the **buildings** section after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
5. 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**, then **we** will only pay one half of the whole cost of **your** claim.

This settlement basis applies to the whole of the **buildings** section.

CONTENTS SECTION (RESIDENTIAL AREAS ONLY)

The following cover applies only if the **schedule of cover** shows that it is included.

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

INSURED EVENTS

WHAT IS COVERED

WHAT IS NOT COVERED

This insurance covers the contents for loss or damage directly caused by:	We will not pay:
1. Fire, lightning, earthquake or explosion	
2. Storm, flood or weight of snow	for loss or damage to contents in the open
3. Escape of water from any fixed appliance, pipe or tank	
4. Escape of oil from any fixed appliance, pipe or tank	
5. Theft or attempted theft	for loss or damage unless caused by forcible and/or violent entry to or exit from the premises
6. Riots	
7a. Malicious damage or hold up by violence or threats of violence	
7b. Malicious damage caused by your tenant(s)	
8. Collision with the property by aircraft, animals or vehicles	
9. Falling trees or branches, lampposts or telegraph poles	for loss or damage caused by 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 heave of the site on which the buildings stand	<ul style="list-style-type: none"> a) for loss or damage caused by coastal or river erosion b) for loss or damage whilst the premises are undergoing any structural repairs, alterations or extensions c) for loss or damage arising from defective design, faulty materials or faulty workmanship d) for loss or 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 e) for loss or damage following damage to solid floors unless the walls of the property are damaged at the same time and by the same event

CONTENTS SECTION (RESIDENTIAL AREAS ONLY) (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers:</p> <p>12. Theft or attempted theft by your tenant(s)</p> <p>for this cover to be effective the premises must be inspected by you or your appointed representative at least once every six months and records of such inspections kept</p>	<p>We will not pay:</p> <p>any amount over £5,000 per incident</p>
<p>13. Loss of rent</p> <p>if the premises become uninhabitable following loss or damage which is covered by an Insured Event (1-11 inclusive only) for:</p> <ul style="list-style-type: none">i) the amount of any rent that is due to be paid to you which is lost, andii) the amount of ground rent payable by you <p>but only in respect of the period necessary to repair the premises</p>	<ul style="list-style-type: none">a) any amount over 25% of the sum insured for contents in totalb) for any period exceeding 24 months

CONTENTS SECTION (RESIDENTIAL AREAS ONLY) (continued)

ACCIDENTAL DAMAGE COVER TO THE CONTENTS

The following cover applies only if the **schedule of cover** shows that **accidental damage** to the **contents** is included.

WHAT IS COVERED

This extension covers:

Accidental damage to the contents

WHAT IS NOT COVERED

We will not pay:

- a) for damage that **we** specifically exclude elsewhere under the **contents** section
- b) for damage to **contents** within garages and outbuildings
- c) for damage while the **premises** are being altered, refurbished or extended
- d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage arising from faulty design, specification or materials
- f) for damage caused by mechanical or electrical faults or breakdown
- g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- h) for damage caused by or contributed to, by or arising from any kind of pollution and/or contamination

SETTLING CLAIMS

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under the **contents** section **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.
2. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule of cover** or this policy.
3. Where **we** agree to make a cash settlement **we** will only pay **you** what it would cost **us** to repair or replace using **our** preferred suppliers or contractors.

Your sum insured

4. **We** will not reduce the sum insured under the **contents** section after **we** have paid a claim as long as **you** agree to carry out our recommendations to prevent further loss or damage.
5. If **you** are under insured, which means the cost of replacing the **contents**, as new, at the time of 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 the **contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.

This settlement basis applies to the whole of the **contents** section.

PROPERTY OWNERS LIABILITY

This section of the policy works in the following way:

- If the **buildings** are insured, **your** legal liability is covered below.

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

WHAT IS COVERED

WHAT IS NOT COVERED

We will cover you :	We will not cover you for any liability:
<p>Property Owners Liability for your legal liability as property owner for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p>	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any member of your family • any person who at the time of sustaining such bodily injury is engaged in your service or employed by you <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> • you • any member of your family • any person engaged in your service or employed by you <p>e) arising directly or indirectly out of any profession, occupation, business or employment, other than your direct liability as a landlord to your tenant(s)</p> <p>f) which you have assumed under contract and which would not otherwise have attached</p> <p>g) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horse drawn vehicle other than domestic gardening equipment used within the premises ii) any power-operated lift other than stair lifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

IMPORTANT NOTICE

Dangerous Dogs Act 1991 - The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

PROPERTY OWNERS LIABILITY (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
	<p>We will not cover you for any liability:</p> <ul style="list-style-type: none"> h) arising from the Party Wall etc Act 1996 or any amending legislation i) in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> • 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 not later than 30 days from the end of the period of insurance j) arising out of your ownership, occupation, possession or use of any land or building/structure that is not within the boundaries of the premises k) if you are entitled to indemnity under any other insurance until such insurance(s) is/are exhausted

IMPORTANT NOTICE

Party Wall etc. Act 1996 - **The Party Wall etc. Act 1996 provides a framework for preventing or resolving disputes in relation to party walls, party structures, boundary walls and excavations near neighbouring buildings.** Anyone intending to carry out work (anywhere in England and Wales) of the kinds described in the Act must give Adjoining Owners notice of their intentions. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

EMPLOYERS LIABILITY

This section of the policy works in the following way:

- If the **buildings** are insured, **your** legal liability is covered below

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**.

WHAT IS COVERED

WHAT IS NOT COVERED

We will cover you :	We will not cover you for any liability:
<p>for any amounts you become legally liable to pay for:</p> <ul style="list-style-type: none"> • 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 <p>while:</p> <ol style="list-style-type: none"> 1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 2) temporarily outside the countries in 1) above provided that any such employee is; <ol style="list-style-type: none"> i) ordinarily resident in any of the countries in 1) above, and ii) engaged in non-manual work 	<ol style="list-style-type: none"> a) for injury sustained by any employee whilst 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 b) for injury sustained by any employee whilst 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 and in total c) for injury sustained by any employee whilst working upon, repairing, decorating or cleaning any external work above ground level d) for injury sustained by any employee whilst 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.

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



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