



# Gallagher

Insurance | Risk Management | Consulting

# **POLICY WORDING**

# **PROPERTY INSURANCE**

# **FOR SOCIAL LANDLORDS**

# Contents

Important Information	01
– About Your Policy	01
– Service Commitment to You	01
– Complaints Procedure	01
– Identity of Insurer	01
– Financial Services Compensation Scheme	02
– The Law that Governs this Policy	02
– Data Protection	02
– The Insurance Contract	02
Definitions	04
Buildings Section Landlord's	07
Contents Section	16
Buildings & Landlords Contents	19
Property Owners Liability Section	20
General Exclusions	22
Policy Conditions	24
Claims Conditions	26

# Important Information

## About Your Policy

This policy has been arranged by **your** broker Arthur J. Gallagher Insurance Brokers Limited.

Arthur J. Gallagher Insurance Brokers Limited are authorised to handle claims on insurer's behalf and to appoint Loss Adjusters. They are also able to approve settlement of some claims.

Registered in Scotland. Company Number - SC108909

Registered Office Address -  
Spectrum Building,  
7th Floor,  
55, Blythswood Street,  
Glasgow,  
G2 7AT.

Authorised and regulated by the Financial Conduct Authority.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers stated in the **schedule**. In some circumstances the Insurers have delegated authority to Pen Underwriting Limited to underwrite insurance for **you** on their behalf.

This policy wording explains the insurance provided under this contract. The policy is a contract between **you** and the insurer(s) stated in the **schedule**. Any reference in this document to '**We**', '**Us**', '**Our**' or the 'Insurer' is a reference to the insurer(s) stated on the **schedule**. Any reference in this document to '**you**', '**your**', or the '**Insured**' is a reference to the insured stated on the **schedule**.

Each Section may include terms, definitions conditions and exclusions unique to the section which should to be read in conjunction with the policy definitions, conditions and exclusions.

An **endorsement** forms an addition to the section and varies the insurance provided by the section.

The **schedule** or appendix and any **endorsement** should be read together for precise details of **your** insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects **your** circumstances and that the cover provided suits **your** requirements.

**You** should pay particular attention to any terms conditions limits and exclusions including **endorsements** which may require **you** to take action.

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office:  
The Walbrook Building,  
25 Walbrook,  
London EC4N 8AW.

Registered in England and Wales. Company Number: 5172311.

[www.penunderwriting.co.uk](http://www.penunderwriting.co.uk)

## Service Commitment to You

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things do go wrong.

If **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should contact:

Arthur J. Gallagher Insurance Brokers Limited  
27-30 Railway Street  
Chelmsford,  
Essex  
CM1 1QS

Telephone: +44(0)1245 341200

## Complaints Procedure

If **you** are not satisfied and wish to make a complaint then contact:

Complaints Officer  
7th Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539  
Email: [commercialcomplaintsuk@ajg.com](mailto:commercialcomplaintsuk@ajg.com)

Once **you** receive a written response and if **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9SR  
Telephone: 0800 023 4567 or 0300 123 9123.

## Identity of Insurer

U K Insurance Limited trading as NIG

Registered in England and Wales. Company Number -1179980

Registered Office Address -The Wharf, Neville Street, Leeds, LS1 4AZ.

NIG policies underwritten by U K Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.gov.uk](http://www.fca.gov.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 0207 601 4878.

## Financial Services Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the Claim.

You are covered for 90 per cent of the Claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the Claim without any upper limit.

Financial Services Compensation Scheme  
10th Floor Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

Telephone 020 7741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

## Data Protection

Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited and their affiliates and subsidiaries "Gallagher" or "Pen" or U K Insurance Limited (brand name NIG) "NIG", collectively "we" or "us" are each a separate data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our privacy policies - [www.ajginternational.com/privacy-policy](http://www.ajginternational.com/privacy-policy); [www.penunderwriting.co.uk/Privacy-and-Cookies](http://www.penunderwriting.co.uk/Privacy-and-Cookies); and [www.nig.com/privacy](http://www.nig.com/privacy). If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

## The Insurance Contract

This document is a legally binding contract of insurance between **you** (the **Insured**) and **us** (the insurer). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

## Fair Presentation of the Risk

- A. **You** have a duty to make to **Us** a fair presentation of the risk before:
- i. the inception of this Policy;
  - ii. an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii. the renewal of this Policy; and
- B. In the event of a breach of such duty, if the breach is
- i. deliberate or reckless, **We** may:
    - a. in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 3) by notice to **You** in writing at **Your** last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b. in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii. neither deliberate nor reckless and **We** would not have
    - a. in relation to an alteration made to this Policy, agreed to the alteration on any terms, **We** may treat this Policy as if the alteration was never made, but in that event **We**:
      - i. will return any extra premium paid; or
      - ii. may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b. entered into this Policy on any terms, **We** may avoid this Policy and refuse all claims but will return any premiums paid; or
  - iii. neither deliberate nor reckless and **We**:
    - a. would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if **We** so require; and

b. in respect of an alteration made to this Policy:

- i. would have agreed to the alteration, but would have charged an increased premium by more than **We** did or (in the case of an unchanged premium) would have increased the premium, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration

**We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item B. iii. a. above), based on the total premium actually charged compared to the premium that **We** would have charged;

- ii. (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and **We** would have increased the premium, would not have reduced the premium, or would have reduced it by less than **We** did, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

**We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item B. iii. a. above), based on the total premium actually charged compared to the original premium if **We** would not have changed it, and otherwise the increased or (as the case may be) reduced total premium **We** would have charged.

- c. would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

**We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (making provision for any different terms referred to in item B. iii. a. above), based on the premium actually charged compared to the higher premium.

- C. **We** shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by **Us**), in relation to a breach of the duty to make to **Us** a fair presentation of the risk.

The insurance provided by this document covers property owners liability, loss or damage that occurs during any **period of insurance** for which **you** have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document or in any **endorsement** applying to this document.

### Keeping Us Informed

The information you provide has been relied upon to calculate a premium and apply terms and conditions upon which insurance cover is offered.

Please let **us** know immediately of changes that affect what **you** have told **us**.

If you are in any doubt as to whether a fact is material in that it is likely to influence an insurer in the assessment of the risk to be insured or the terms on which it is accepted, then it should be disclosed to the insurer.

# Definitions

Any word defined below will have the same meaning wherever it is shown in this document in bold italic print.

Word	Meaning
<b><i>Accidental damage</i></b>	Damage caused by external and visible means, other than a deliberate act by <b><i>you</i></b> or <b><i>your</i></b> directors or <b><i>employee/members of staff</i></b> .
<b><i>Block of flats</i></b>	Any block or <b><i>building</i></b> converted into flats.
<b><i>Bodily injury</i></b>	Personal Injury, sickness, disease or death and shall include, but not be limited to, mental and or psychological injury and nervous shock.
<b><i>Buildings, building</i></b>	<p>The structure of the house, bungalow, <b><i>block of flats</i></b> or <b><i>commercial property</i></b> owned or leased by <b><i>you</i></b> or for which <b><i>you</i></b> are legally responsible which has been declared to <b><i>us</i></b> and which <b><i>we</i></b> have accepted under this insurance including:</p> <p><b><i>landlords</i></b> fixtures and fittings;</p> <p><b><i>landlords</i></b> fixed floor coverings (including fitted carpets in communal parts);</p> <p>garages, greenhouses, sheds and outbuildings;</p> <p>statues and fountains cemented into the ground;</p> <p>patios, paved and decked areas, footpaths, roads, car parks, lamp posts, street furniture, drives, swimming pools but not their covers, hard tennis courts, fixed playground equipment and play areas, walls, fences and gates, drains, pipes, cables and underground tanks servicing the <b><i>building</i></b>.</p> <p>closed circuit security TV systems, security equipment, canopies, fixed signs and external lighting, aerials, satellite dishes and solar panels.</p>
<b><i>Business</i></b>	The <b><i>Business</i></b> as stated on the <b><i>Schedule</i></b> .
<b><i>Commercial property</i></b>	Offices, shops, community centres, care homes, hostels and other commercial <b><i>buildings</i></b> used in connection with <b><i>your business</i></b> .
<b><i>Defect in the building</i></b>	The failure in any <b><i>building</i></b> as a result of or caused by a fault in the original design or construction, or any subsequent design or construction amendments and additions, or any general deterioration or wear and tear or failure or defect as a consequence of poor or inadequate maintenance.
<b><i>Employee/Member of Staff</i></b>	<p>Any:</p> <p>person under a contract of service or apprenticeship with you;</p> <p>a labour master and people supplied by him or her;</p> <p>person employed by labour-only sub-contractors;</p> <p>self-employed person;</p> <p>person hired from any public authority, company, firm or individual;</p> <p>or voluntary committee member, trustee or other voluntary worker;</p> <p>while working for <b><i>you</i></b> in connection with the <b><i>business</i></b>.</p>
<b><i>Endorsement</i></b>	A change to the terms of this document under <b><i>Endorsements</i></b> shown in the <b><i>schedule</i></b> .

<b>Word</b>	<b>Meaning</b>
<b>Excess</b>	<p>The first part of any claim that <b>you</b> must pay and will apply only once to a <b>single event</b> (other than subsidence) following loss or damage to <b>buildings</b> and/or <b>landlords contents</b>.</p> <p>Notwithstanding the above the <b>excess</b> will apply:</p> <p>a) to each individual <b>unit</b> which is owned or part owned or occupied by any shared owner lessee or their tenant.</p> <p><b>b)</b> to each individual <b>building</b> if stated in the <b>schedule</b></p> <p><b>c)</b> to each individual <b>unit</b> if stated in the <b>schedule</b></p>
<b>Geographical limits</b>	<b>United Kingdom</b>
<b>Insured</b>	The organisation(s) and person(s) named on the <b>schedule</b> .
<b>Landlord</b>	The <b>Insured</b> and any party for whom the <b>Insured</b> has accepted responsibility under contract but excluding any leaseholders or shared owners.
<b>Landlords' contents</b>	Furniture, furnishings, carpets (but not carpets in communal areas) and other related property whilst within the furnished accommodation part of the <b>buildings</b> which <b>you</b> own or are legally responsible for.
<b>Money</b>	Current bank notes and coins (which do not form part of a collection), cheques, and unused current postage stamps and postal and <b>money</b> orders.
<b>Motorised vehicle</b>	<p>Any <b>motorised vehicle</b> which is licensed for use on a road or which has to be insured under any laws governing how motor vehicles are used.</p> <p>Including electrically, mechanically or power assisted conveyance, trailers, caravans, aircraft, hovercraft, watercraft or any parts or accessories for any of them (other than gardening equipment and pedestrian controlled equipment) used within the boundaries of the land belonging to the <b>buildings</b>.</p>
<b>Ornamental or landscaped gardens</b>	Any garden that is professionally designed, landscaped and tended.
<b>Our, Us, We</b>	<p>The insurer as stated in the schedule and in this policy wording.</p> <p>For the purposes of claims management <b>we, our</b> or <b>us</b> may also mean Arthur J. Gallagher Insurance Brokers Limited.</p>
<b>Period of insurance</b>	This is the length of time covered by this insurance (as shown in the <b>schedule</b> ) and any extra period for which <b>we</b> accept <b>your</b> premium.
<b>Pollution or Contamination</b>	<b>pollution or contamination</b> of <b>buildings</b> or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such <b>pollution or contamination</b> .
<b>Rebuilding cost</b>	The cost of rebuilding all the <b>buildings</b> in the same way, size, style and appearance as when they were new. This includes fees and other costs and the cost of meeting Local Authority and other legal requirements.
<b>Rent</b>	Including but not limited to unitary charges, grants, fees, service charges and/or management charges.
<b>Resident</b>	The part owner, lessee or tenant of any <b>building</b> and their respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with the part owner, lessee or tenant.
<b>Residents' contents</b>	The personal property of residents, nurses or other <b>employees</b> within the area designated as their private living accommodation where contents insurance is provided for within the tenancy agreement between the <b>Landlord</b> and the tenant, as stated on the <b>schedule</b> .
<b>Schedule</b>	The document which describes details of <b>your</b> insurance.

Word	Meaning
<i>Single Event</i>	<p>An incident or series of incidents occurring over a period of less than 72 hours. The loss must be identifiable as being due to the same peril.</p> <p>If there is a break of 12 hours or more when storm conditions do not exist a new 72 hour period will have deemed to have started.</p>
<i>Uninhabitable</i>	<p>Unfit for human habitation due to Inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities effective drainage/sewage system if the <b>building</b> is unstable, as defined under the Housing Act 1985.</p>
<i>Unit</i>	<p>Each individual house, bungalow, flat, apartment or <b>commercial property</b> which form part of the <b>building(s)</b></p>
<i>United Kingdom</i>	<p>England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.</p>
<i>Unoccupied</i>	<p>Vacant, empty, untenanted or not in use.</p>
<i>You, Your</i>	<p>The <b>Insured</b> stated on the <b>schedule</b>.</p>



# Buildings Section

Your *schedule* will show if this section applies.

What is covered	What is not covered (see also General Exclusions)
<p><b>Buildings</b></p> <p>Loss or damage to the <i>buildings</i> caused by the following events occurring or commencing during the <i>period of insurance</i>.</p>	<p>The <i>excess</i> shown in the <i>schedule</i>.</p> <p>The amount of the loss above the limit per <i>building</i> or block as shown in the <i>schedule</i>.</p>
<p>1. Fire, smoke, lightning, explosion, earthquake, subterranean fire</p>	
<p>2. Storm or flood</p>	<p>Loss or damage caused by frost.</p> <p>Loss or damage to fences and gates is limited to indemnity. 10% of the replacement cost will be deducted from each claim for each year of age of the damaged items.</p> <p>Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the <i>building</i> is damaged by the same cause at the same time.</p>
<p>3. Freezing water in fixed water or fixed heating systems</p> <p>Water escaping from washing machines, dishwashers, fixed water or fixed heating systems</p> <p>Oil escaping from a fixed heating system</p>	<p>Loss or damage to the appliance or system itself from which the water or oil escapes, except where the damage is caused by freezing.</p> <p>Loss or damage to swimming pools.</p> <p>Subsidence, landslip or heave caused by escaping water.</p>
<p>4. Riot, civil commotion, strike, labour or political disturbance</p>	<p>Any claim reported more than 7 days after the date of the incident.</p>
<p>5. Malicious Damage</p>	<p>Loss or damage caused by <i>you</i>, any of <i>your</i> directors, <i>employees</i> or <i>members of staff</i>.</p> <p>In respect of the cost of removing graffiti, <i>you</i> are responsible for the first 50% of each and every loss or the <i>excess</i> shown in the <i>schedule</i>, whichever is the greater. This does not apply to graffiti within the <i>building</i>.</p>
<p>6. Theft or attempted theft</p>	<p>Loss or damage caused by <i>you</i> or any of <i>your</i> directors or <i>employees/members of staff</i></p>

What is covered	What is not covered (see also General Exclusions)
<p>7. Subsidence, heave or landslip of the site on which <i>your buildings</i> stand.</p>	<p>The subsidence, heave or landslip <i>excess</i> shown in the <i>schedule</i>.</p> <p>Loss or damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit TV systems, security equipment, fixed signs and external lighting unless the main structure of the <i>buildings</i> is damaged by the same cause and at the same time.</p> <p>Loss or damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time.</p> <p>Loss or damage caused by new structures bedding down, expanding or shrinking or the settling of newly made-up ground.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the <i>buildings</i>.</p> <p>Loss or damage caused by or as a result of the <i>buildings</i> being under construction demolished, altered or repaired.</p> <p>Faulty Workmanship, the use of defective materials or defective design.</p> <p>Loss or damage, which commenced before the inception of this insurance.</p>
<p>8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.</p>	
<p>9. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	
<p>10. Impact by flying objects, vehicles, trains animals or aircraft or anything dropped fro them.</p>	
<p>11. <b>Accidental damage</b></p>	<p>Damage caused by domestic pets.</p> <p>Damage caused by the <i>buildings</i> moving, settling, shrinking, collapsing or cracking.</p> <p>Damage caused by any process of cleaning, repairing, renovating or maintaining the <i>buildings</i>.</p> <p>Damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lampposts and drives.</p>
<p>12. <b>Accidental damage</b> to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the <i>buildings</i> which <i>you</i>, or any of the <b>residents</b> are legally responsible for.</p>	<p>Damage caused by or from movement, settlement or shrinkage of any part of the <i>buildings</i> or the land belonging to the <i>buildings</i>.</p>
<p>13. The costs incurred in breaking into and repairing the pipe between the <i>building</i> and the main sewer to clear any blockage if normal methods have failed to release the blockage.</p>	<p>The cost of clearing blocked sewer pipes, drains, soak-a-ways, pipes or underground tanks.</p>

What is covered	What is not covered (see also General Exclusions)
14. Accidental breakage of glass in doors or windows, ceramic hobs if fitted, sanitary ware. Solar heating panels fixed to and forming part of the <b>building</b> or within the curtilage of the <b>Insured</b> property.	

## Extensions

What is Covered	What is not covered (see also General Exclusions)
1 Emergency entries.  Damage to the property caused by forced entry of Emergency Services	Damage as a result of actual or suspected criminal activities by the leaseholder or shared owner
2 Cover during sale  If <b>you</b> or any of the <b>residents</b> have agreed to sell any <b>building</b> and, between the date contracts are exchanged and the date the sale is completed, it is damaged by events 1 to 14 of this section, <b>we</b> will provide cover for the person buying the <b>building</b> when the sale has been completed, so long as this is within the <b>period of insurance</b> .	This cover does not apply if insurance on the <b>buildings</b> has been arranged by or for the buyer

What is Covered	What is not covered (see also General Exclusions)
<p>3. Loss of Rent and other revenue and charges and cost of alternative accommodation, increased cost of working and any other additional cost incurred for the provision of accommodation and associated services</p> <p>If the <b>buildings</b> are <b>uninhabitable</b> due to damage to the same <b>buildings</b> by any of the events 1 to 14 of this section.</p> <p>Or</p> <p>if the <b>buildings</b> are <b>uninhabitable</b> due to damage caused to property nearby by any of the events 1 to 14 of this section following instructions from the emergency services.</p> <p>Or</p> <p>if the <b>buildings</b> at any:</p> <ul style="list-style-type: none"> <li>a) generating station or sub-station of a public electricity supply provider</li> <li>b) land based premises of the public gas supply or any national gas producer linked directly to them</li> <li>c) waterworks and pumping stations of a public water supply provider</li> <li>d) land based premises of any public telecommunications provider</li> </ul> <p>from which the <b>buildings</b> obtain electricity, gas, water or telecommunication services are damaged by any of the events 1-14 of this section which results in the <b>buildings</b> being <b>uninhabitable</b>,</p> <p>Or</p> <p><b>Rent</b> and or costs of alternative accommodation if incurred as a result of denial of access to the <b>building</b> or part thereof by order or advice of Government, Local Authority or Emergency Services due to an emergency event in or within one mile of the boundary of the <b>building</b> that causes or threatens a danger or disturbance and where there is no loss or damage to the <b>building</b>.</p>	<p>Any amount above 25% of the <b>rebuilding cost</b> of the <b>building</b> at the time the loss or damage occurs</p> <p>Any costs caused by any electricity, gas, water or telecommunications company cutting off or restricting <b>your</b> supply other than as a direct result of loss or damage by any of the events 1-14 of this section</p> <p>Any costs due to the failure of <b>your</b> electricity, gas, water or telecommunications supply caused by a withdrawal of labour at the electricity, gas, water or telecommunications company</p> <p>Any amount above £100,000 any one loss resulting from the same emergency event</p> <p>Any denial of access to the <b>building</b> or part thereof lasting less than 12 hours</p> <p><b>Rent</b> and or costs of alternative accommodation where the cause of denial of access is due to <b>your</b> non-compliance with a prior order of Government, Local Authority or Emergency Services</p>

What is Covered	What is not covered (see also General Exclusions)
<p><b>We</b> will pay for:-</p> <p>Rent <b>you</b> would have received but have lost (including up to two years ground rent)</p> <p>Anticipated rent in respect of <b>buildings</b> damaged in the course of construction by any cause which would have been insured following completion and handover to the <b>Insured</b>.</p> <p>Reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by you or the resident of the <b>buildings</b> during the period necessary to restore the <b>buildings</b> to a habitable condition.</p> <p>For the purpose of the cover provided by this extension only, the definition of <b>buildings</b> is extended to include any <b>building</b> rented or leased to, occupied or managed by the insured unless specifically insured elsewhere.</p> <p>In the event that the damage is to a leased or rented <b>building</b> for which the landlord is responsible for insuring the damage to the <b>building</b> the cover as defined in this extension (3) will nonetheless apply to the insured's loss.</p>	<p>Any amount in excess of £1000 in respect of alternative accommodation for domestic pets</p>
<p>4</p> <p>Metered water, gas, electricity and oil.</p> <p>The cost of metered water, gas and electricity for which you are legally responsible discharged in the <b>buildings</b> following loss or damage insured under this section.</p> <p>The cost of oil lost from the domestic heating installation for which you are legally responsible following loss or damage insured under this section to any part of the domestic heating installation.</p>	<p>Any amount above £25,000 for any one loss.</p>
<p>5.</p> <p>Contents of wardens offices including <b>money</b> in their care custody and control.</p> <p>No <b>excess</b> will apply</p>	<p>Any loss arising from fraud or dishonesty by <b>you, your</b> directors, <b>employees</b> or any resident</p> <p>Any shortage due to mistakes or neglect</p> <p>Any loss in value of <b>money</b></p> <p>Any amount in respect of one loss over £10,000 for contents and £250 for <b>money</b> subject to a maximum single item limit of £1,000.</p>
<p>6</p> <p><b>Money</b> in coin operated washing machines, tumble dryers and telephone kiosks</p> <p>No <b>excess</b> will apply.</p>	<p>Any amount over £250 for each machine.</p>
<p>7</p> <p>Trace and access</p> <p><b>We</b> will pay the costs and expenses <b>you</b> pay with <b>our</b> written permission to find the source of any damage caused to the <b>building</b> by escape of water from a fixed water or heating system and then make good.</p>	<p>Where none of the events in 1 to 13 of this section have operated, the most <b>we</b> will pay is £10,000 any one loss less the <b>excess</b> applicable to Sections 1 to 13 of this policy.</p>

What is Covered	What is not covered (see also General Exclusions)
<p>8 Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the <b>buildings</b> or within the curtilage of the insured premises.</p>	
<p>9 Loss or damage to <b>ornamental or landscaped gardens</b> caused by events 1, 5, 6, 7 and/or by the emergency services</p> <p>No <b>excess</b> will apply.</p>	<p>Any amount above £10,000 any one loss.</p>
<p>10. Locks and keys</p> <p>If <b>you</b> or the <b>residents</b> lose the keys to the doors of the <b>buildings</b> or to safes or alarms in the <b>buildings</b> or they are stolen, or there is <b>accidental damage</b> to the locks of the doors, safes or alarms, <b>we</b> will either pay the cost of:</p> <p>No <b>excess</b> will apply.</p> <p>changing locks and keys</p> <p>repairing locks if we choose</p>	<p>Any amount above £5,000 any one loss.</p> <p>Loss or damage caused by any process of repair or restoration.</p>
<p>11. Removal of debris</p> <p><b>We</b> will pay the cost of removing debris, dismantling and/or demolishing, shoring up or propping, where damage has been caused to <b>buildings</b> by any of the events 1 to 13 of this section.</p>	<p>Any costs or expenses incurred in removing debris except from the site of <b>buildings</b> destroyed or damaged and the area immediately adjacent to the site.</p> <p>Contents of the <b>buildings</b>.</p>
<p>12 Public Authorities</p> <p>Following a valid claim under the policy, cover includes additional costs to reinstate the property to comply with European Union and public authority legislation (where necessary).</p>	
<p>13 Workman's Clause</p> <p>Workmen are allowed to work in the <b>buildings</b> for the purpose of effecting and repair, minor additions and alterations and decorations without prejudice to this insurance</p>	
<p>14 Damage by squatters</p> <p>Subject to proof that damage occurred within the policy period only one <b>excess</b> will apply per insured <b>building</b></p>	
<p>15 Inflation Protection – Index Linking</p> <p><b>We</b> will change the <b>buildings</b> sum insured each month using figures available from the Royal Institution of Chartered Surveyors or another similar index.</p> <p>Index linking will continue while the <b>buildings</b> are repaired or replaced as long as <b>you</b> make sure any work is carried out as quickly as possible.</p>	

What is Covered	What is not covered (see also General Exclusions)
<p>16 Capital Additions</p> <p>It is agreed that the insurance shall subject to its terms and conditions extend to cover the following property situate anywhere in <b>geographical limits</b></p> <p>Any newly erected and/or newly acquired <b>building</b> and/or machinery and</p> <p>Alterations additions and improvements to <b>buildings</b> and/or machinery but not in respect of any appreciation in value</p> <p><b>You must</b> provide particulars of those <b>buildings</b> valued above £1,000,000 as soon as practicable and no later than 90 days after completion of purchase retrospective to the date of commencement of <b>your</b> liability and specifically insure such <b>buildings</b> with <b>us</b>, from the date <b>our</b> liability commenced and pay the appropriate additional premium.</p>	<p>Occupied <b>Buildings</b></p> <p>Any amount greater than the rebuilding value or £2,500,000 whichever is the lesser for any single <b>building</b>.</p> <p><b>Unoccupied Buildings</b></p> <p>Any amount greater than the rebuilding value or £1,000,000 whichever is the lesser for any single <b>building</b></p>
<p>17 Notice Of Interests</p> <p>(i) The interest of the freeholder, head lessee (if they are not the <b>Insured</b>), the owner or lessee of each property, shared owners, leaseholders, mortgagees or other interested parties in each individual <b>building</b> covered by this insurance is noted the extent of such interest to be disclosed in the event of loss.</p> <p>(ii) The interest of contractors and/or subcontractors working on any property owned by or <b>your</b> legal responsibility is noted as far as may be required under contract.</p>	

What is Covered	What is not covered (see also General Exclusions)
<p>18. Contract Works</p> <p>Where you have entered into a contract or agreement for the extension, alteration or refurbishment of any of the <b>buildings</b>, the insurance by each item on <b>buildings</b> is extended to include contract works (including unfixed materials on site) to the extent required by contract conditions and we will note the interest of the contractor and sub-contractor as specified in the contract where such interests are required</p> <p>provided that you</p> <p>(1) give <b>us</b> prior notification of any contract with a contract price in excess of £100,000 including details of the</p> <ul style="list-style-type: none"> <li>(a) nature of the works to be carried out</li> <li>(b) contract conditions</li> <li>(c) contract period</li> <li>(d) contract price</li> </ul> <p>(2) pay <b>us</b> the additional premium required in respect of each individual contract to which this clause applies.</p> <p>For the purposes of this Extension, contract works include temporary or permanent works completed or to be completed by or on behalf of <b>you</b> at the <b>buildings</b>.</p>	<p>Where a more specific insurance policy is in force</p> <p>In respect of each separate contract for the first £500 in respect of event 6 Theft or attempted theft or event 5 Malicious Damage.</p>
<p>19. Unauthorised Use of Electricity Gas or Water</p> <p><b>We</b> will pay the cost of metered electricity gas or water for which <b>you</b> are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the <b>building</b> without your authority.</p> <p>It is a condition of this Extension that such <b>buildings</b> have been inspected weekly by a responsible person acting on <b>your</b> behalf and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.</p>	<p>Any amount above £25,000 for any one loss.</p>



What is Covered	What is not covered (see also General Exclusions)
<p>20. Loss Minimisation and Prevention Expenses</p> <p>This section extends to include the reasonable costs and expenses incurred to avoid diminish mitigate or reduce:</p> <ul style="list-style-type: none"> <li>i) any reasonably foreseeable event or threat of an event which is likely or could reasonably be expected imminently to arise from an insured risk where such an event could be expected to threaten the ability of the insured to undertake their normal business activities or operations or cause disruption to the business</li> <li>ii) any impending loss or damage</li> </ul> <p>and thereby prevent or reduce loss or damage to property in the event of imminent damage or reducing losses to property after damage.</p>	<p>Any amount above £25,000 for any one loss.</p>

# Landlords Contents Section

## Cover

*Your schedule* will show if this section applies

What is covered		What is not covered (see also General Exclusions)
<p>Loss or damage to furniture, furnishings, carpets (but not carpets in communal areas) and other property which <b>you</b> own or are legally responsible for whilst within <b>buildings</b> providing accommodation as a result of the following events:</p>		<p>The <b>excess</b> shown in the <b>schedule</b>.</p> <p>The amount of the loss exceeding the <b>contents</b> sum insured declared to <b>us</b>.</p> <p>Any living creature.</p> <p><b>Landlord's</b> fixtures and fittings.</p> <p>Food and drink</p> <p>Articles of gold, silver, other precious metals, jewellery, gemstones, pearls and watches.</p> <p>Clothing (including furs), personal effects, <b>money</b>, stamp, coin and other collections, certificates, cheques, securities or documents.</p> <p><b>Motorised vehicles</b></p> <p>Swimming pool covers</p> <p>External television and satellite receiving equipment.</p>
1.	Fire, smoke, lightning, explosion or earthquake	
2.	Storm or flood	Loss or damage caused by frost
3.	<p>Freezing water in fixed water or fixed heating systems</p> <p>Water escaping from washing machines, dishwashers, fixed water or heating systems.</p> <p>Oil escaping from a fixed heating system</p>	Loss or damage to the appliance or system from which the water or oil escapes.
4.	Riot, civil commotion, strike, labour or political disturbance	Any claim reported more than 7 days after the date of the incident
5.	Malicious Damage	<p>Loss or damage caused by <b>you, your</b> directors or <b>employees/members of staff</b></p> <p>Any amount over £1,000 for loss or damage from any garage or outbuilding</p>
6.	Theft or attempted theft	<p>Loss or damage caused by <b>you, your</b> directors or <b>employees/members of staff</b>.</p> <p>Any amount over £1,000 for loss or damage from any garage or outbuilding</p>

What is covered		What is not covered (see also General Exclusions)
7.	Subsidence or heave of the site on which the <b>buildings</b> stand, or landslip	<p>Loss or damage caused by:</p> <p>coastal or river erosion;</p> <p>demolition of or structural alteration or structural repair to the <b>buildings</b>;</p> <p>faulty workmanship, the use of defective materials or defective design.</p> <p>Loss or damage caused by normal settlement, bedding down of new structures, expanding or shrinking or the settling of newly made-up ground</p> <p>Loss or damage which commenced before the inception of this policy</p> <p>Loss or damage resulting from movement of solid floor slabs unless the foundations beneath the external walls of the <b>buildings</b> are damaged by the same cause and at the same time</p> <p>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b></p>
8.	Falling trees or branches including the cost of removing the fallen part of the tree or the complete tree if totally uprooted	
9.	Falling television or radio aerials, aerial fittings or masts	Loss or damage to the aerial, fittings and masts
10.	Impact involving aircraft or aerial devices or anything dropped from them, vehicles and animals	Loss or damage caused by domestic pets
11.	<b>Accidental damage</b>	<p>Damage by any process of cleaning, repairing, dyeing, renovating or maintaining the item.</p> <p>Damage caused by domestic pets</p>

## Extensions

What is covered		What is not covered (see also General Exclusions)
1	<p>Clothing and Personal Effects</p> <p>Loss or damage caused by events 1 to 11 to clothing, personal effects, pedal cycles, tools and instruments owned by or the legal responsibility of <b>your</b> directors, <b>employees</b> or <b>business</b> visitors whilst within the <b>buildings</b> or within the curtilage of the <b>buildings</b></p>	<p>Any amount over £500</p> <p>No <b>excess</b> will apply</p> <p>Property more specifically covered by other insurance</p>
2	<p>Loss of Frozen food in Care Homes and sheltered accommodation</p> <p>Loss of frozen food following events 1-11 and following mechanical breakdown of the refrigeration equipment.</p>	<p>Loss as a result of power failure or deliberate cut in power supply</p> <p>Any loss above £500</p> <p>No <b>excess</b> will apply</p>

What is covered		What is not covered (see also General Exclusions)
3	<p>Damage by squatters</p> <p>Subject to proof that damage occurred within the policy period only one <b>excess</b> will apply per property</p>	
4	<p><b>Residents Contents</b></p> <p>This insurance is extended to cover loss or damage to <b>resident's contents</b> whilst within their private room caused by events 1 to 11</p>	<p><b>Money</b>, stamp, coin and other collections, certificates, cheques, securities, premium bonds, National Savings certificates and stamps, documents, tokens and vouchers</p> <p>Pedal cycles</p> <p>Any property which is covered by other insurance</p> <p>Credit, cheque, debit and charge cards</p>
5	<p>Inflation Protection – Index Linking</p> <p><b>We</b> will change the sums insured for <b>Landlords' contents</b> and <b>residents' contents</b> shown on the <b>schedule</b> each month, using the Retail Price Index or another similar index.</p>	

# Buildings & Landlords Contents

## Exclusions

The following exclusions apply to Buildings and Landlords Contents	
1.	Loss or damage caused by anything that happens gradually.
2.	Loss or damage caused by corrosion, rust, wet or dry rot, shrinking, evaporation, dampness and wear and tear.
3.	The cost of correcting faulty workmanship or design or the cost of replacing faulty materials.
4.	Loss or damage caused by chemicals reacting with any materials which the <i>buildings</i> are built from.
5.	Loss or damage caused by pets, insects, or vermin.
6.	The cost of maintenance normal redecoration and preparation for occupancy.
7.	Consequential loss of any kind unless specified in the <i>schedule</i> .
8.	The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other item can still be used and the loss or damage only affects one part of the set.
9.	Loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by <i>you</i> .

# Property Owners Liability Section

## Cover

*Your schedule* will show if this section applies

What is covered	What is not covered (see also General Exclusions)
<p>1. <b>Your</b> legal responsibility to pay damages and/or costs to others awarded by any court of law within the <b>geographical limits</b> occurring at the <b>buildings</b> which are the result of accidental <b>bodily injury</b> to anyone or <b>accidental damage</b> to material property caused during the <b>period of insurance</b></p> <p>a) arising out of a <b>defect in the buildings</b>, or</p> <p>b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any <b>building</b> formerly owned or leased by or the responsibility of <b>you</b> provided that at the time of the incident giving rise to the liability <b>you</b> had disposed of all legal title to and interest in the <b>building</b></p> <p>In the event of this Section ceasing to apply to <b>you</b> as a result of the sale of such <b>building</b>, the indemnity under this paragraph b) shall apply to accidental <b>bodily injury</b> or <b>accidental damage</b> to material property occurring during a period of 7 years from the date of such cessation but will not apply if the liability is covered under a more recently effected or current insurance</p>	<p>The amount of the claim above the limit of indemnity for all damages and claimant costs resulting from any <b>single event</b> during any <b>period of insurance</b> is the amount shown on the <b>schedule</b>.</p> <p>Liability arising directly or indirectly from:</p> <p>Loss or damage to property belonging to or held in trust by <b>you</b> or <b>your employees</b>;</p> <p>loss, injury or damage arising out of any <b>business</b> other than the <b>business</b>;</p> <p>loss, injury or damage arising out of owning, possessing or using <b>motorised vehicles</b></p> <p>injury to <b>you</b> or any of <b>your employees</b> arising out of and in the course of <b>your business</b>;</p> <p>demolition, erection or structural alteration of or addition to new or existing <b>buildings</b> or structures;</p> <p>an assault, alleged assault or a deliberate or criminal act by <b>you</b> or <b>your employee</b>;</p> <p>the transmission of any communicable disease or virus by <b>you</b></p> <p>Any legal responsibility of any resident as occupier (not as owner) of the <b>building</b> in which they are residing</p> <p>The cost of correcting any fault or alleged fault</p> <p>Any liability solely as occupier of the <b>buildings</b></p> <p>Any legal responsibility <b>you</b> have under any agreement that <b>you</b> would not have if the agreement did not exist</p> <p>Any liability arising from owning vacant land awaiting development or sale.</p> <p>Any liability under paragraph 1b in respect of which <b>you</b> are entitled to indemnity from any other source</p>

What is covered	What is not covered (see also General Exclusions)
<p>2. Persons Entitled to Indemnity shall mean:</p> <p><i>a) you</i></p> <p><i>b) Your</i> personal representatives in respect of legal liability incurred by <i>you</i></p> <p>c) At <i>your</i> request</p> <p>Any principal</p> <p>A director or partner</p> <p>Any <i>employee</i></p> <p>each of whom shall be subject to the terms of the insurance so far as they can apply</p>	
<p>3. <b>We</b> will provide indemnity to any Person Entitled to indemnity in respect of:</p> <p>costs of legal representation at</p> <p>a) any coroner’s inquest in inquiry in respect of any death</p> <p>b) proceedings in any court arising out of any alleged breach of statutory duty, or criminal proceedings brought, or allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against you or any other insured party;</p> <p>as a result of injury, loss or damage which may be the subject of indemnity under this section.</p> <p><b>We</b> will also pay:</p> <p>costs and expenses of appeal including appeal against improvement and prohibition notices incurred with our written consent</p> <p>prosecution costs awarded against the insured.</p> <p>all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with <b>our</b> written consent.</p>	
<p>4. <b>We</b> will also pay defence costs and other expenses <i>you</i> incur following <b>our</b> written permission.</p>	
<p>5. Cross Liability Clause</p> <p>If more than one <i>Insured</i> is named in the <i>schedule</i> each <i>Insured</i> so named shall be considered as a separate and distinct entity and cover shall be construed as applying to each <i>Insured</i> as though each had been insured separately subject to the overall limit of indemnity shown in the <i>schedule</i>.</p>	

### Conditions

**We** may pay the limit shown in the *schedule* (after taking off any sums **we** have already paid) or any lesser amount which will cover the claim. **We** will then have no further liability in connection with the claim.

# General Exclusions

## The Following Exclusions Apply to the Whole of Your Policy

This insurance does not cover:

### 1. Radioactive Contamination

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances this insurance does not cover loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance does not cover:

direct or indirect loss or damage to any property;

any legal liability;

costs and expenses; or

death or injury to any person;

caused by or contributed to, or arising from, the following.

Radioactive contamination from:

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or

the radioactive toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 2. Sonic Bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

### 3. Pollution or Contamination

**Pollution or contamination** of air, water or soil unless the **pollution or contamination** is directly caused by an event which is sudden, identifiable, unforeseen, unintended and unexpected. The whole event must happen at a specific moment of time and place and occur at the **buildings** during the **period of insurance**.

**We** will not cover claims arising from **pollution or contamination** which happen as a result of deliberately releasing substances, or as a result of

leaks, other than escape of water or oil from **your** fixed water or heating systems or the escape of gases from heating appliances or fixed heating systems.

**We** will not cover any **pollution or contamination** claim which is reported more than 30 days after the **period of insurance**.

### 4. Cyber

Loss or damage caused by computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

### 5. Loss of Value

Loss of value after **we** have made a claim payment.

### 6. Indirect Loss

Indirect loss of any kind other than as defined under item 16 of the **Buildings** section of this policy.

### 7. War

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power

- i) Nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- ii) Any action taken in controlling preventing suppressing or in any way relating to i) above

### 8. Terrorism

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this **endorsement** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.



This *endorsement* also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If *we* allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon *you*.

In the event any portion of this *endorsement* is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# Policy Conditions

## These conditions apply to all sections of the policy unless otherwise specified below:

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section (s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

However any inadvertent error, omission or failure in declaring values or locations hereunder shall not prejudice *your* right of recovery, but shall be corrected when discovered.

This insurance shall not be prejudiced by any acts or omissions of the owner of the building, if you are not the owner thereof, or by any acts or omissions on part of sub-tenants or other tenants, when such acts or omissions are not within the control of the Insured named herein.

### 1. Taking care

*You* must take all reasonable steps to prevent loss or damage to everything that is covered by this insurance. *you* must keep all *buildings* in good condition and in good repair.

Failure to meet this condition may invalidate *your* insurance and thus *our* ability to handle any claim submitted to us.

### 2. Changes in *your* circumstance

When *you* arranged *your* insurance *you* told *us* certain material facts. If *you* do not tell *us* about any changes in these facts, *you* may not be covered in the event of a claim or *your* cover or premium may be affected.

*You* must tell *us* straight away about any of the following:

any *buildings* with a rebuilding value exceeding £1,000,000 which are or become completely *unoccupied*.

any *buildings* with a rebuilding value exceeding £1,000,000.

### 3. Cancelling the Policy

This insurance may be cancelled by *you* within 14 days of receipt of the policy (this is known as the "cooling off" period). If *you* elect to cancel within this period *you* should return all documents to Arthur J. Gallagher Insurance Brokers Limited who must return such documentation to *us* and *we* will refund the full amount of premium paid by *you*. If a claim has been made or an incident notified to *us* that could give rise to a claim during the "cooling off" period

the insurance will be treated by *us* as in force and no refund of premium will be made.

*You* may cancel this insurance by giving *us* written notice. If *you* cancel the insurance, *we* will refund part of the premium for the rest of the current *period of insurance* but only if *you* have not made a claim during the period.

*We* may cancel this Insurance by giving *you* 14 days' notice at *your* last known address. If *we* cancel the insurance, *we* will refund the premium *you* paid for the rest of the current *period of insurance*.

### 4. Change in Risk

This insurance shall not be invalidated by any change in occupancy or increase in risk taking place in the *buildings* provided *you* give *us* immediate notice in writing and pay any additional premium that may be required from the date of the change in occupancy or increase in risk

### 5. Designation of Property

For the purposes of determining where necessary the item under which any *building* is insured *we* agree to accept the designation under which such *building* has been entered in *your* books.

### 6. Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by *you* or anyone acting on *your* behalf to obtain benefit under this Policy, *we*:

- a shall not be liable to pay the claim;
  - b may recover from *you* any sums paid by *us* to *you* in respect of the claim;
- and
- c may (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 3) by notice to *you* in writing at *your* last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
    - i refuse all liability to *you* under this Policy in respect of any event that gives rise to *our* liability occurring after the time of the fraudulent act; and:
    - ii retain any premiums paid under this Policy.

### 7. Non Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to or beyond

**your** control provided **you** give **us** notice in writing immediately **you** become aware and pay an appropriate additional premium if required

## 8. Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions currently in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**.

## 9. Transferring **your** interest in the Policy

You cannot transfer **your** interest in this insurance to anyone else without **our** written approval.

## 10. Adjustments

The premium for this insurance has been based on the **rebuilding cost** or number of **buildings** and/or **landlords** contents declared by **you** at the inception of this insurance or at a subsequent renewal. The premium may be adjusted up or down if the figures declared by **you** at the next renewal vary by 5% or more apart from index linking.

## 11. Multiple Insureds Clause

- (i) It is noted and agreed that if the **Insured** described in the **schedule** comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that **our** total liability to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or **endorsement** stated in this insurance.
- (ii) It is understood and agreed that any payment or payments by **us** to any one or more such insured parties shall reduce to the extent of that payment **our** liability to all such parties arising from any one event giving rise to a claim under this insurance and (if applicable) in the aggregate.
- (iii) It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- (iv) It is further understood and agreed that **we** shall be entitled to avoid liability to any of the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of this policy committed by that insured party each referred to in this clause as a Vitiating Act.

- (v) It is however agreed that (save as provided in this Multiple Insured's Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.

- (vi) **We** hereby agree to waive all rights of subrogation howsoever arising which **we** may have or acquire against any insured party arising out of any occurrence in respect of which a claim is admitted under this insurance except where the rights of subrogation or recourse are acquired in consequence or otherwise as a result of fraud or a deliberate Vitiating Act in which circumstances **we** may enforce such rights notwithstanding the continuing or former status of the vitiating party as an **Insured**.

## 12. Multiple Section Claims

If the insured event falls to be dealt with under more than one section of the policy the maximum deductible will be the highest **excess** only.

# Claims Conditions

## These are the conditions you will need to keep to as your part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us**, the better. In some cases, there are other people **you** should contact first.

### What To Do

If someone is holding **you** responsible for an injury or damage, **you** must not admit **you** were responsible. Tell **us** within 3 days and give **us** full details in writing as soon as **you** can. If **you** receive any writ, summons, letter of claim or other legal document, send it to **us** straight away without answering it.

If **you** are a victim of theft, riot or vandalism, tell the police within 24 hours of discovering the loss or damage and ask for an incident number or crime report number. Then tell **us** as soon as **you** can.

For any other claims, tell **us** as soon as possible.

### Rights and Responsibilities

**We** may need to get into a **building** that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

**We** have the right, at **our** expense and in **your** name to:

take over the defence or settlement of any claim;

start legal action in **your** name to get compensation from anyone else; or

start legal action in **your** name to get back from anyone else any payments that have already been made.

You must give **us**, and pay for, all the information **we** reasonably ask for about any claim. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

### How to Make a Claim

Follow the steps below

1. In an emergency, **you** should take any immediate action which **you** need in order to protect **your** property from further damage, such as switching off the gas, electricity and water.
2. Check **your schedule** and policy wording to see if **you** are covered for the loss or damage. Read carefully any conditions that may apply and the sections headed "what is not covered". Arthur J. Gallagher Insurance

Brokers Limited will help **you** if **you** have any questions.

Read these "claim conditions" and follow any instructions given

3. For incidents involving physical damage to **your** property **you** may be able to start repairs straight away in accordance with **Schedule** Rates or **your** own standard tendering procedures but if in any doubt **you** should refer to Arthur J. Gallagher Insurance Brokers Limited for guidance.

At any stage please feel free to contact Arthur J. Gallagher Insurance Brokers Limited for advice on how to go ahead with **your** claim.

What **we** will do.

(This will depend on the type of claim and the value involved.)

1. **We** may be able to settle the claim from the information **you** have given **us** but **we** may need to contact **you** for more information. It would help **us** if **you** keep records of property valuations and provide photographs of any significant damage before repairs are undertaken.
2. **We** may need to send a Loss Adjuster to find out more about **your** claim. A Loss Adjuster specialises in dealing with insurance claims. He or she will report to **us**. **We** will pay any fee involved.

Arthur J. Gallagher Insurance Brokers Limited claims staff will do all they can to help **you**.

## Buildings Section – Claims Settlement

### How we Settle Claims

As long as the damage is covered under **your** insurance, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings** in a new condition similar in size, shape or design, including fees and other costs. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will deduct an amount for wear and tear.

Fees and other costs mean architects', surveyors' and legal fees necessarily incurred in repair and replacement (but excluding fees and costs incurred in preparing or furthering any claim under this insurance).

### If Repairs Or Replacement Are Not Carried Out

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

In the case of a total loss the **building** may be replaced on another site in a manner suitable for **your** needs but this must not increase **our** liability

### **Building Regulations, Local Authority or Legal Conditions**

**We** will not pay the cost of meeting **building** regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

**We** will not pay if the value of **your buildings** is reduced because **you** have repaired or replaced the **buildings**.

### **Excess**

**We** will deduct the **excess** from the amount **we** pay **you** to settle **your** claim

### **Reinstatement of Sum Insured**

The sum insured on **buildings** will not be reduced after a claim is paid.

### **Other Insurance**

If **you** claim under this insurance for something that is also covered by another insurance **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this insurance either in whole or in part from contributing rateably **our** liability under this insurance shall be limited to that proportion of the damage which the sum insured under this insurance bears to the value of the property

## **Contents Section - Claims Settlement**

### **How we Settle Claims**

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item (in the same form and style) if **we** choose, or **we** will pay the replacement cost of a new item, except for Household linen and clothing where a deduction for wear and tear will be made.

### **The Most We Will Pay**

The most **we** will pay for any one claim for **Landlords' contents** is the **Landlords' contents** sum insured shown on the **schedule** and/or the sum insured for **Residents' Contents**.

### **Excess**

**We** will deduct the **excess** from the amount **we** pay **you** to settle **your** claim.

### **Reinstatement of Sum Insured**

The sum insured will not be reduced after a claim is paid.

### **Arbitration**

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions currently in force Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**.

### **Subrogation**

Any claimant under this insurance shall at **our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by **us**.

### **Other Insurance**

If **you** claim under this insurance for something that is also covered by another insurance **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this insurance either in whole or in part from contributing rateably **our** liability under this insurance shall be limited to that proportion of the damage which the sum insured under this insurance bears to the value of the property



# Gallagher

Insurance | Risk Management | Consulting