

# Property Owners Policy Document



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## Introduction

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This policy wording, **schedule** and any **endorsement** applying to **your** policy forms **your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have provided in the proposal form or statement of fact.

The insurance relates ONLY to those sections of the policy which are shown in the **schedule** as being insured.

This insurance is underwritten by Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

UK General Insurance Limited acts as Managing General Agent on behalf of Watford Insurance Company Europe Limited. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register <https://register.fca.org.uk/>.

The written authority (which is shown in the **schedule**) allows **Unicorn Underwriting Limited** to sign and issue this policy on behalf of Watford Insurance Company Europe Limited.

This policy wording does have certain general conditions and exclusions that may not be found in a standard insurance policy wording.

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

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.
- **you** check that the information **you** have given **us** is complete and accurate and not misleading or untrue.

**You** are advised to keep copies of documents sent to or received from **us** for **your** own protection.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

This policy is designed to insure **your property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **your property**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

**We** also do not cover damage that happens over time such as damp, rot or damage from vermin.

**You** should keep **your property** in a good state of repair, and take reasonable steps to avoid loss or damage.

**TO MAKE A CLAIM, PLEASE CALL: 0344 856 2061**  
**For full information relating to 'How to make a Claim', please see page 13 of this document.**

## Policy Definitions

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Wherever the following words and phrases appear in the **Policy** they will have the same meanings shown below.

### Accidental Damage

Unexpected and unintended *damage* caused by a single and one-off event resulting from a sudden and external means.

### Annual Gross Rentals

The **Gross Rentals** during the twelve months immediately before the date of the **Damage**.

### Building(s)

The **Building(s)** situate at the address(es) specified in the **Schedule** which include;

- The main structure of the **Property Insured**
- Landlord's fixtures and fittings attached to the **Property Insured**
- Interior decorations
- Fixed glass and double glazing
- Outbuildings, annexes, gangways, extensions, canopies, fixed signs, temporary **Buildings**, conveniences, lamp posts and street furniture.
- Permanently fitted central heating/fuel tanks, septic tanks, cesspits, drains, sewers, piping, ducting, cables, wires, and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of the insured's responsibility.
- Drives, patios and terraces, walls, gates, paths, fences, yards, car parks, roads, pavements, forecourts and fixed fuel tanks
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Property Insured**

all belonging to the **Insured** or for which the **Insured** is legally responsible.

This definition of **Building(s)** also includes:

- Tenants' improvements if the **Insured** is responsible and property comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to the **Insured** at the time of the surrender of the lease.

### **BUT EXCLUDING:**

- Carpets

### Business

Property Owner: The ownership by the **Insured** of the **Property Insured** including;

- a) Maintenance, occupation or use of the **Property Insured** by the **Insured**
- b) The provision and management of canteen, sports, social welfare organisations for the benefit of **Employees** and fire, security, first aid, medical and ambulance services

### Computer Virus

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

### Damage(d)

Accidental loss or destruction of or **Damage** to the **Property Insured**

### Electronic Data

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

### **Employee(s)**

- a) Any person under a contract of service or apprenticeship with the **Insured**
- b) Any person who is hired to or borrowed by the **Insured**
- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by him
- e) Any person engaged by labour-only sub-contractors
- f) Any self-employed person working on a labour only basis under the control or supervision of the **Insured**.

### **Endorsement**

A change in the terms and conditions of this insurance. These are shown on **your schedule**.

### **Excess**

The first part of each and every loss which the **Insured** must bear after the application of any condition of average.

### **Gross Rentals**

The money paid or payable to the **Insured** for tenancies and other charges for services rendered in the course of the **Business** at the **Premises**.

### **Heave**

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

### **Indemnity Period**

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which the results of the **Business** shall be affected in consequence of the **Damage**.

### **Injury**

Bodily **Injury**, death, disease, illness or nervous shock.

### **Insured(s) (or You, Your)**

The firm, company or individual named in the **Schedule**.

### **Landlords' Contents**

**Landlords' Contents** include:

- Contents of common parts, furniture, furnishings, potted plants, trees, shrubs, video, audio, building management systems and security equipment, and other similar property of the **Insured** or for which the **Insured** is responsible whilst contained within the **Buildings**
- Carpets, but not permanently fitted flooring

### **BUT EXCLUDING:**

- Any part of the **Buildings**
- Stock and materials in trade
- Any property insured under any other insurance
- Any contents or personal belongings of tenants or **Employees**.

### **Landslip**

Downward movement of sloping ground.

### **Period of Insurance**

Any period for which the **Underwriters** may accept payment of a premium in respect of this **Policy**.

## Policy

The entirety of the **Policy** of Insurance specified in the **Schedule** and/or contained in any and all endorsements or amendments forming part of the **Policy** (whether or not such endorsements or amendments are agreed prior to the **Policy** of Insurance coming into force or at any time thereafter). All references to the terms of this **Policy** shall be construed as references to the entire **Policy**, including all terms, conditions, exclusions, **Sums Insured**, **Excesses**, deductibles, limits, **Schedules**, endorsements, amendments and any other written contractual provisions that form part of the **Policy**.

## Premises

The Address(es) which is named in the **Schedule**.

## Property Insured

The **Buildings**, landlord's fixtures and fittings and **Landlords' Contents** at the **Premises**, all as defined in these Definitions, if and to the extent they are included as **Property Insured** in the **Schedule**.

## Proposal

The signed **Proposal** form, Statement of Fact or any additional information supplied to the **Underwriters** by or on behalf of the **Insured**.

## Schedule(s)

The **Schedule** specifying the terms and extent of this **Policy**.

## Settlement

Downwards movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

## Standard Gross Rentals

The **Gross Rentals** during the period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Under the Definitions **Annual Gross Rentals** and **Standard Gross Rentals** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

## Subsidence

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

## Sum Insured/Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

## Territorial Limits

Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

## Underwriters (or Us, We, Our(s))

Watford Insurance Company Europe Limited.

## Unicorn Underwriting Limited

The company who have been authorised by **us** to transact insurance business on **our** behalf. **Unicorn Underwriting Limited** are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 474137.

## Unlawful Association

Any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a prescribed organisation within the meaning of the Terrorism Act 2000 or any similar legislation.

## Your broker

The insurance broker/agent who placed this insurance on your behalf.

## Important Information about Your Policy

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### Your Cancellation Rights

During the first period of insurance, **you** have the right to cancel this policy within 14 days of:

- i) receipt of the policy wording and **schedule**, or
- ii) the inception date of this policy

whichever is the later, by writing to **your broker** to confirm cancellation. Cancellation will take effect from the date that **your broker** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim.

**You** may cancel this policy at any other time by writing to **your broker** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made or there has been a incident that may give rise to a claim, **you** will not be entitled to any refund.

If the **Premises** are unoccupied the following return shall be given, subject to a minimum time on risk charge of £125.00 + IPT.

Up to	1 month	75%
	2 months	65%
	3 months	55%
	4 months	50%
	5 months	40%
	6 months	30%
	7 months	20%
	8 months	10%
	Over 8 months	None

If the **Premises** are occupied then a pro-rata return will be issued, subject to a minimum time on risk charge of £50.00 + IPT.

### Our Cancellation Rights

The cover provided by this insurance shall automatically cease from the date that:

- i) a liquidator, administrator or insolvency practitioner is appointed to administer the property
- ii) **your** interest ceases in the property unless **we** agree otherwise in writing.

In addition to i) and ii) above and any right to cancel this insurance under more specific conditions included within this policy wording, **we** can cancel this insurance contract by giving **you** 14 days' notice in writing. This cancellation notice will either be sent to **your** last known address or **your broker**. Reasons for cancellation may include but are not limited to:

- i) a change to the risk which makes it one **we** would not normally accept
- ii) **you** failing to co-operate with or provide information to **us** which effects **our** ability to underwrite the risk.

**You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made or there has been a incident that may give rise to a claim, **you** will not be entitled to any refund.

If the **Premises** are unoccupied the following return shall be given, subject to a minimum time on risk charge of £125.00 + IPT.

Up to	1 month	75%
	2 months	65%
	3 months	55%
	4 months	50%
	5 months	40%
	6 months	30%
	7 months	20%
	8 months	10%
	Over 8 months	None

If the **Premises** are occupied then a pro-rata return will be issued, subject to a minimum time on risk charge of £50.00 + IPT.

## **Renewal**

**We** are not bound to offer renewal of this policy.

## **Non-payment of premiums**

**We** reserve the right to cancel this policy immediately on written notice in the event of non-payment of the premium or payment default if **you** are paying by instalments.

Any return premium due to **you** will depend on how long this insurance has been in force and whether or not any claims have been made.

## **Financial Services Compensation Scheme (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations.

**Your** entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY

Tel: **0800 678 1100** and **020 7741 4100** E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## **Law and Language Applicable to the Contract**

This insurance will be governed by English Law, **you** and **we** agree to submit to the non exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction). The language and all communication with **you** will be in English.

## **Contracts (Rights Of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this insurance contract 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 that Act.



## Important Information You Have Given Us

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### Fair Presentation of Risk

**You** have a duty to make a fair presentation of all material and relevant facts to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

**You** must take care when answering any questions **we** have asked by ensuring that any information provided is accurate and complete. This duty applies at the start of **your policy**, at any time a variation occurs during the **policy** period and prior to the renewal of **your policy**.

**We** may avoid the **policy** and refuse to pay any claims where any failure to make a fair presentation is:

- i) deliberate or reckless; or
- ii) of such other nature that, if **you** had made a fair presentation, **we** would not have issued the **policy**.

**We** will return the premium paid by **you** unless the failure to make a fair presentation is deliberate or reckless.

If **we** would have issued the **policy** on different terms had **you** made a fair presentation, **we** will not avoid the **policy** (except where the failure is deliberate or reckless) but **we** may instead:

- i) reduce proportionately the amount paid or payable on any claim, the proportion for which **we** are liable being calculated by comparing the premium actually charged as a percentage of the premium which **we** would have charged had **you** made a fair presentation; and/or
- ii) treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

### Changes in Circumstances

**We** have relied on the information and statements which **you** have provided in the proposal form or statement of fact. **You** must tell **your broker** of any changes to the answers **you** have given as soon as possible.

In particular, **you** must tell **your broker**:

- if **you** change **your** address;
- if **you**, or any person named in the **schedule**, change occupation;
- if **you**, **your** family or any person named in the **schedule** receive a county court judgement, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served);
- if **you**, **your** family or any person named in the **schedule** have been declared bankrupt or become subject to bankruptcy proceedings;
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any changes to **your landlords' contents** that will increase the reinstatement costs

Please also ensure that **you** review page **12** for other more specific general conditions relating to **your property** whereby it will be necessary to advise **your broker** of changes.

### Alteration in Risk

Upon being notified of any such alteration in risk by **your broker** as mentioned under Changes in Circumstances or as set out by the general conditions on page **12**, **we** may, at **our** discretion;

- i) continue to provide cover under each applicable section of the **policy** on the same terms
- ii) restrict the cover provided under each applicable or differing sections of the **policy**
- iii) impose additional terms
- iv) alter the premium
- v) cancel each applicable or differing sections of the **policy** and/or the **policy** in its entirety

If **you** fail to notify **your broker** of any such alteration, **we** may;

- i) treat the applicable section and the **policy** as if it had come to an end as at the date of alteration of the risk, returning a proportionate amount of the premium for the unexpired **period of insurance**, if **we** would have cancelled this section and the **policy** had **we** known of the alteration
- ii) treat the applicable section and the **policy** as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as **we** would have applied had **we** known of the alteration.

## **Sums Insured**

**You** must ensure the **sums insured** provided are correct.

The **buildings sum insured** must be enough to fully rebuild the **buildings** at **your premises** including any expenses **you** have to pay for architects, surveyors, consulting engineers, legal fees, demolition and debris removal.

The **landlords' contents sum insured** must be enough to replace all the **landlords' contents** within **your buildings** with new items of the same or nearest equivalent quality and type.

## Insurer's Data Privacy Notice

### **WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE**

Personal data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

UK General Insurance Limited act as a Managing General Agent of Watford Insurance Company Europe Limited, data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and we process **your** personal data in accordance with the relevant data protection legislation.

#### **Why do we process your data?**

The provision of **your** personal data is necessary for us to administer **your** insurance policy and meet our contractual requirements under the policy. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

#### **What information do we collect about you?**

Where **you** have purchased an insurance policy through an agent, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to us so that we can administer **your** insurance policy and fulfil our contract of insurance.

We collect this data as we are required to use this information as part of **your** insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### **Privacy Notice**

**You** can get more information about this by viewing our full Privacy Notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to us at: Data Protection, UK General Insurance Limited, 3 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG

**Your** insurance brokers or other intermediaries may have their own reasons for processing **your** personal data. Please contact them directly should **you** require further information about their uses of **your** data.

## General Conditions applicable to the whole of this insurance

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The following conditions are all conditions precedent to liability. Failure to comply fully with any of these conditions, to the extent that such failure increases the risk of loss or damage, shall be a bar to any claim in respect of such damage. In addition **we** may, at **our** discretion, continue to provide cover on the same policy terms, restrict the cover provided, impose additional terms, alter the premium or cancel the applicable section of the policy or cancel the whole policy in its entirety.

It is a condition of this **Policy** that:

1. The **Property Insured** is adequately protected and secure at all times.
2. All external doors to be fitted with five lever mortice deadlocks or multi-point locking systems, all patio doors to be fitted with a central locking device with key operated bolts to top and bottom and all opening windows to be fitted with window locks or double glazing.
3. All protections provided for the security of the **Property**, including all alarm systems and locks, are maintained in good working order and are in full and effective operation.
4. Steps must be taken to prevent loss, **Damage** or accidents and keep the **Property** in a good state of repair.
5. **You** must immediately inform **Us** if any structural changes are to be made at the property unless this has already been disclosed to **Us** on the **Proposal** form, if the **Property** is to be demolished or if the **Property** becomes subject to a compulsory purchase order or notice.
6. **You** must comply with all regulations/statutory conditions regarding the letting of the **Property** including, but not limited to –
  1. the number of persons legally allowed to reside at the **Property**
  2. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
  3. having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed and in full and effective operation at the **Property**.
7. **You** must ensure that all gas appliances fitted at the **Property** are serviced by a Gas Safe Register engineer (prior to April 2009 a Corgi Registered engineer) not more than one calendar year from the date they were last serviced. Thereafter you must have them serviced at least once every twelve months. **You** must keep in **Your** possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. **You** will have to produce them for **Our** inspection if **We** ask for them.
8. Throughout the **Period of Insurance** **You** must have an electrical certificate which is not more than 5 years old issued by an NICIEC member for the **Property** which confirms the entire electrical system is in a good state of repair.
9. **You** must immediately (and in any event within 10 days) inform **Us** of any change in the type of tenant/s at the **Property**, from that last disclosed to **Us**, or if the **Property** becomes unoccupied, or the **Property** are not re-let within 30 days for whatever reason, or the **Property** become illegally occupied, or **Your Policy** will be void. Where the **Property** ~~are~~ becomes unoccupied, the following conditions will apply:
  - The **Insured** or his representatives must visit the **Premises** for internal and external inspection purposes at least once every 14 days, a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
  - The **Property** must be maintained in a good-state of repair
  - All letter boxes and other similar openings to be sealed
  - All loose material to be kept clear of the **Property**
  - Cover is restricted to Fire, Lightning, Explosion, Earthquake and Aircraft and other flying devices falling from them
  - Minimum **Excess** applicable £250 each and every claim

## How to Make a Claim

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In the event of a claim or potential claim under this policy, please contact our claims team:

Watford Insurance Company Europe Limited per Davies Managed Systems Limited, P.O. Box 2801, Stoke on Trent, Staffordshire, ST4 9DN. Telephone: **0344 856 2061**

The claims helpline is open 24 hours a day, 365 days a year.

When contacting **our** claims team, please ensure **you** have **your** policy reference number available. **We** may record or monitor calls for training purposes or to improve the quality of **our** service.

### Defence of claims

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

## Claims Conditions applicable to the whole of this insurance

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**Your** duties in the event of a claim or possible claim under this insurance:

1. **You** must notify **our** claims management team at Davies Managed Systems Limited, as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident. If the incident is as a direct result of loss, theft or any malicious act, then the incident must be reported to the police by **you** within 24 hours of the incident to obtain a crime reference number. Additionally, if the incident is a direct result of riot, civil commotion, labour or political disturbances, theft, attempted theft or malicious acts then this must be notified to **us** within 7 days of the incident.
2. **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
3. **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
4. **We** or **our** representatives will be entitled to enter **your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.
5. **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
6. It is **your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your property**.
7. **You** must take care to limit any loss, damage or injury.
8. You must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If you do, we will not pay any part of your fraudulent claim. In addition, we will have the right to:
  - (a) treat this policy as terminated from the date of your fraudulent act;
  - (b) recover from you any amounts that we have paid in respect of your fraudulent claim.
9. You must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in **your** claim not being paid and **your** policy voided.

Failure to comply fully with any of the claims conditions listed above will prejudice **you** in the event of a claim, which may result in **your** claim not being paid and **your** policy voided.

## Claims Limitations and Settlement Provisions

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### Applicable to Section One - Buildings

#### Settling claims - How we deal with your claim

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

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

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

**We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

#### Your sum insured

**We** will not reduce the **sum insured** under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

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 proportionally reduce the amount of any claim payment made by the percentage of under payment of the premium which has arisen. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

#### Limit of insurance

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

## Claims Limitations and Settlement Provisions

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### Applicable to Section Two – Landlords Contents

#### Settling claims - How we deal with your claim

If **you** claim for loss or damage to the **landlords' contents**, **we** will at **our** option repair, replace or pay for any article covered under section two.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **landlords' contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### Your sum insured

**We** will not reduce the **sum insured** under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

If **you** are under insured, which means the cost of replacing or repairing the **landlords' contents** at the time of the loss or damage is more than **your** sum insured for the **landlords' contents**, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example if the premium **you** have paid for **your landlords' contents** insurance is equal to 75% of what the premium would have been if **your landlords' contents** sum insured was enough to replace the entire **landlords' contents** as new, then **we** will pay up to 75% of any claim made by **you**.

The sums insured in this section will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

#### Limit of insurance

**We** will not pay any more than the **sum insured** for the **landlords' contents** of each **premises** shown in the **schedule**.

## What to do if you have a Complaint – Enquiries and Complaints Procedure

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### ENQUIRIES

If **you** have any questions or concerns about **your** policy administration and documents, **you** should contact **your broker**.

### HOW TO COMPLAIN

**Our** aim is to provide all **our** customers with a first class standard of service. However, there may be occasions when **you** feel this objective has not been achieved. If **you** have a complaint about **your** policy or the handling of a claim, the details below set out some of the key steps that **you** can take to address **your** concerns.

#### Where do I start?

##### POLICY ADMINISTRATION ISSUES

If **your** complaint is about the way in which the policy was sold to **you** or whether it meets **your** requirements, **you** should contact **your broker**.

##### CLAIMS ADMINISTRATION ISSUES

If **your** complaint is about a claim, **you** should refer the matter to Davies Managed Systems Limited ("DMS"). Their contact details are provided below:

Customer Relations  
Davies Managed Systems Limited  
PO Box 2801  
Stoke on Trent  
ST4 9DN

Telephone: **01782 339128**

Alternatively **you** can ask **your** broker to refer the matter on for **you**.

Please quote **your** policy number and claim reference (if applicable) in all correspondence so that **your** concerns may be dealt with speedily.

#### If you remain unhappy

If **we** have not resolved **your** complaint at the end of eight weeks, or if after receiving our final response **you** remain dissatisfied, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

1. a private individual;
2. an enterprise, which has a group annual turnover of less than €2m (approx. £1.6m) and fewer than 10 employees at the time the complainant refers the complaint to the respondent;
3. a small business, which has an annual turnover of less than £6.5 million, has a balance sheet total of less than £5 million or fewer than 50 employees at the time the complainant refers the complaint to the respondent;
4. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or
5. a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

**Your** rights as a customer to take legal action are not affected by the existence or use of this complaints procedure. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service,  
Exchange Tower,  
London E14 9GE  
Telephone: **0800 0234 567**

Further information is available from them and **you** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



## General Exclusions applicable to the whole of this insurance

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The following exclusions apply to ALL sections of this **Policy**

### Asbestos Exclusion

This insurance does not cover any loss, **Damage**, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### Contamination, Pollution and Disease Exclusion

**We** will not pay for any loss, damage or liability, directly or indirectly, caused by any one or more of the following, whether or not acting in any sequence with any other cause:

- a) pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.
- b) poisoning, disease or illness, **epidemic** or **pandemic** (including any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

For the purpose of this exclusion, **epidemic** and **pandemic** are defined as the following:

**Epidemic**            The sudden, unexpected, large-scale manifestation of an initially locally contained, infectious disease which spreads with great virulence.

**Pandemic**            A worldwide **epidemic** of a disease as declared by the World Health Organization.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils:

- Fire and resultant smoke damage, lightning, explosion, earthquake or impact of aircraft
- Sonic Boom
- Storm, flood or weight of snow
- Escape of water from fixed water tanks, apparatus or pipes,
- Riot, civil commotion, or malicious damage
- Subsidence, heave or landslip
- Collision by any vehicle or animal
- Volcanic eruption

All other terms and conditions of this insurance shall be unaltered and especially the exclusions shall not be superseded by this clause.

### Contractors Exclusion

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

### 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 that Act.

### Diminution in Value

**We** will not pay for any reduction in value of the **Property Insured** following repair or replacement paid for under this Insurance.

### Electronic Data Exclusion

**We** will not pay for Loss, **Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this **Insurance** will cover physical **Damage** occurring during the **Policy** period to the **Property Insured** by the original **Policy**.

Should **Electronic Data** processing media **Insured** by this **Policy** suffer physical loss or **Damage Insured** by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored

the basis of valuation shall be the cost of the blank media. However this Insurance does not insure any amount pertaining to the value of such **Electronic Data** to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

### **Micro-organism Exclusion**

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

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- i) Any physical loss or **Damage** to **Insured** property
- ii) Any **Insured** peril or cause, whether or not contributing concurrently or in any sequence
- iii) Any one loss, occupancy or functionality
- iv) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

### **Northern Ireland Overriding Exclusion Clause**

Notwithstanding anything within the **Policy** or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils **Insured** against) this **Policy** does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence directly or indirectly of;

- i) Civil commotion
- ii) Any unlawful, wanton or malicious act committed maliciously by a person or persons action of or in connection with any **Unlawful Association**

### **Radioactive Contamination and Nuclear Assemblies Exclusion**

**We** will not pay for:

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

### **Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Terrorism Exclusion**

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto 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 or in any other sequence to the loss.

For the purposes 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 to 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 the **Underwriters** 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 the **Insured**.

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

### **War and Civil War Exclusion**

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

### **Other Insurance**

**We** will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any excess beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

### **Communicable Disease Exclusion**

Notwithstanding any other provision herein, this insurance does not cover;

Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (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.

## Section One - Buildings

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We cover loss or **Damage** directly caused to the **Buildings** of the property by the following insured events:

### Insured Events

**1. Fire, lightning, explosion, earthquake and aircraft and other flying devices or items dropped from them**

**2. Storm or flood or weight of snow**

***BUT EXCLUDING:***

- Loss or **Damage** to fixed fuel tanks in the open, drives, patios, terraces, gates, hedges, fences or railings
- **Damage** attributable solely to a change in the water table level
- **Damage** caused by frost, subsidence, ground heave or landslip

**3. Escape of water from any fixed appliance, pipe or tank**

***BUT EXCLUDING:***

- Loss or **Damage** caused by faulty workmanship, wear or tear or any gradually operating cause.
- Loss or **Damage** caused by subsidence, heave or landslip
- Loss or **Damage** caused by wet or dry rot
- Loss or **Damage** caused by the failure or lack of grout and/or sealant

**4. Escape of oil from any fixed appliance, pipe or tank**

***BUT EXCLUDING:***

- **Damage** caused by faulty workmanship
- **Damage** caused by wear tear or any gradually operating cause

**5. Theft or attempted theft, or Robbery or Attempted Robbery committed on the Premises but only if consequent upon:**

- forcible and violent entry to or exit from the property

**6. Malicious Damage, riot, violent disorder, strike, labour disturbance or civil commotion**

**7. Collision or impact with the property animals or vehicles**

***BUT EXCLUDING:***

- if owned by you or the tenants

**8. Falling trees or branches, lampposts or telegraph poles, excluding:**

- Loss or **Damage** caused by trees being cut down or cut back at the property
- Loss of or **Damage** to gates and fences

**9. Breakage or collapse of satellite television receiving equipment or television and radio aerials**

**10. Subsidence, landslip or ground heave of the site on which the buildings stand**

***BUT EXCLUDING:***

- **Damage** to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the property is affected at the same time, and by the same peril.
- **Damage** caused by coastal or river erosion
- **Damage** caused whilst the property is undergoing any structural repairs, alterations or extensions
- **Damage** caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement or newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship
- **Damage** to solid floor slabs unless the foundation of the external walls of the property are **Damaged** at the same time and by the same cause
- **Damage** if the property has previously suffered **Damage** by subsidence, landslip or ground heave, unless you have disclosed this and it has been accepted in writing by **Us**
- **Damage** if the property is to be sold

## Section One – Buildings - Additional Cover

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Following loss or **Damage** by any of the **Insured Events**, **We** will provide cover for:

### Additional Expenses

**We** will also provide cover to pay the necessary and reasonable expenses (up to a limit of 25% of sums insured) that **You** incur following loss or **Damage** to the **Property Insured** by an insured event in respect clearing of drains, removal of debris, demolition, shoring or propping up, architects, surveyors, structural engineers or legal fees for complying with any government or local authority requirements, but not any fee for preparing a claim or estimate.

### Capital Additions

Subject to its terms and conditions;

- i) Any newly acquired and/or newly erected **Buildings** or **Buildings** in course of erection (excluding any **Property** for which a building contractor is responsible) insofar as the same are not otherwise insured  
and
- ii) Alterations additions and improvements to **Buildings** but not in respect of any appreciation in value anywhere in the United Kingdom provided that;
  - i) at any one situation this cover shall not exceed £500,000 of the **Sum Insured**.
  - ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within ninety (90) days of any newly acquired and/or newly erected **Buildings** or alterations additions and improvements to **Buildings** and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability
  - iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above

### Contract Purchaser

Where **You** contract to sell the interest in any **Building Insured** by this **Policy**, the contract purchaser will have benefit of the **Buildings** section of the **Policy** until the sale is completed or the Insurance ends, whichever is sooner, but not if the **Buildings** are **Insured** under any other insurance.

### Eviction of Squatters

The Insurance by this section shall subject to its terms and conditions extend to cover reasonable and necessary costs incurred with the **Our** prior consent to remove or evict squatters from **Premises Insured** under this **Policy** but only up to a limit of £5,000 and only if not otherwise insured.

It is understood that the Insurers will not be liable for:

- i) Fines, penalties, compensation or damages arising in course of removal or eviction occupation of squatters occurring prior to the inception of this cover.

### Fire Extinguishment and Alarm Resetting Expenses

**We** will pay the reasonable costs incurred by you in:

- a) refilling fire extinguishing appliances
- b) recharging halon gas and CO2 flooding systems
- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed circuit television systems

all in consequence of **Damage Insured** hereby, limited to £2,500 in any one **Period of Insurance**.

### Increased Metered Water

**We** will provide cover for increased water charges **You** have to pay following an escape of water which gives rise to a claim, but not for more than £750 in anyone **Period of Insurance**.

### Index linking

Where so indicated in the **Schedule We** will increase the **Sum Insured** each year in line with fluctuations in suitable indices of cost.

### Landscaped Areas

We will pay the cost of restoring landscaped areas following **Damage** caused by the Fire Brigade or other emergency services attending the **Premises** following **Damage** to the **Property Insured** under this section up to a maximum of £5,000 in any one **Period of Insurance**.

### Mortgagees, Freeholders and Lessors

The act or neglect of any mortgagor or leaseholder or lessee or occupier of any **Building** insured by this section where the risk of **Damage** is increased without the authority or knowledge of any mortgagee or freeholder or lessors will not prejudice the interest of the latter party (ies) in this insurance provided they notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

### Non Invalidation

The insurance by this section will not be invalidated by any act or omission or by any alterations whereby the risk of **Damage** is increased, either with or without the knowledge of the **Insured**, provided that the **Insured** advises the **Underwriters** as soon as reasonably practicable or upon becoming aware of alteration and pays any additional premium required.

### Other Interests

It is understood and agreed that the interest of various Lessees, Freeholders, Mortgagees or Debenture Holders in the **Property Insured** are noted at **Your** request. **You** will undertake to declare the names, nature and extent of such interests at the time of the **Damage**.

### Residential Property

In the event of any loss, destruction or **Damage** as insured hereby is resulting in:

- a) a residential **Building** or residential portion of any **Building** insured hereby uninhabitable
- b) access being prevented to such property

This section includes Loss of Rent as defined in Section 3 and the reasonable additional cost of comparable accommodation incurred by the lessee or owner for any resident including pets which normally live in the **Building** until the said property is habitable or accessible. Liability will not exceed 20% of the **Sum Insured** applicable to the residential **Building** or residential portion of the **Building** concerned during any one **Period of Insurance**.

### Subrogation Waiver

In the event of a claim arising under this section the **Underwriters** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured** as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
- b) any company which is a subsidiary of a Parent Company of which the **Insured** are themselves a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order  
as appropriate current at the time of **Damage**
- c) Any tenant provided that;
  - The **Damage** did not result from a criminal fraudulent or malicious act of the tenant and
  - The tenant contributes to the cost of insuring the **Property Insured** against the event which caused the **Damage**

### Theft Loss of or Duplication of Keys / Combinations

We will pay to the **Insured** the reasonable expenses not exceeding £2,500 incurred for the necessary replacement of locks or resetting of digital locks following the loss of keys to the **Premises** from the private residence or person of the **Insured** or an authorised representative.

### Trace and Access

It is understood and agreed that in the event of **Damage** resulting from the escape of water or fuel oil or sprinkler leakage, if **Insured** hereby, the insurance is extended to include the cost necessarily and reasonably incurred in locating the source of such **Damage** and the subsequent making good of **Damage** caused as a consequence thereof. It is understood that **Our** liability any one occurrence shall not exceed £10,000.

### Unauthorised use of Electricity Gas Oil or Water

The insurance hereby extends to include the cost of metered electricity, gas, oil or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority.

It is understood and agreed that:

- a) all practicable steps are taken to terminate such unauthorised use as soon as it is discovered
- b) **Our** liability any one occurrence shall not exceed £25,000

### Underground Services

**We** will also provide cover for **Damage** caused by external and visible means from a single identifiable event to any underground water or gas main, sewer or drain pipe, underground electricity or telephone cable, all of which extend from the property to the public supply and for which you are legally liable, but not for drainage to any land drainage pipe or the cost of clearing any blocked drain, drainage or sewer pipe.

### Upgrading Sprinkler Installation

The Insurance hereby extends to include the additional costs incurred following loss or destruction of or **Damage** to the automatic sprinkler installation at the **Premises** by any cover insured hereby in the event that on repair or reinstatement thereof, **We** require the installation to conform to the Loss Prevention Council Rules for Automatic Sprinkler Installation current at that time. It is understood that the total amount recoverable under any item of the **Policy** shall not exceed its **Sum Insured**.

### VAT

Value Added Tax (VAT) paid by **You** which is not subsequently recoverable,

Provided that;

- a) **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Building** following **Damage**
- b) **We** have paid or have agreed to pay for such **Damage**
- c) If any payment made by **Us** in respect of the reinstatement or repair of such **Damage** shall be less than the actual cost of the reinstatement or repair of the **Damage** any payment under this clause resulting from that **Damage** shall be reduced in like proportion
- d) **Our** liability for such tax does not arise from the replacement **Building** having a greater floor area than or being better or more extensive than the destroyed or **Damaged Building**
- e) Where an option to reinstate on another site is exercised **Our** liability under this extension shall not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site
- f) **Our** liability under this extension shall not include amounts payable by the **Insured** as penalties or interest for non payment or late payment of tax
- g) **You** have taken all reasonable precautions to insure adequately for VAT liability at inception of the **Policy** and at subsequent renewal date

NB Provisions to the contrary elsewhere in the **Policy** are overridden as follows in respect of those items to which this extension applies;

- i) for the purpose of any Condition of Average reinstatement costs will be exclusive of VAT
- ii) **Our** liability may exceed the **Sum Insured** by any item or in the whole the total **Sum Insured** where such **Excess** is solely in respect of VAT

## Section Two – Landlords' Contents

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We cover loss or **Damage** directly caused to the **Landlords' Contents** of the property by the following insured events:

### Insured Events

**1. Fire, lightning, explosion, earthquake and aircraft and other flying devices or items dropped from them**

**2. Storm or flood, weight of snow**

***BUT EXCLUDING:***

- Contents in the open
- **Damage** attributable solely to a change in the water table level
- **Damage** caused by frost, subsidence, ground heave or landslip

**3. Escape of water from any fixed appliance, pipe or tank**

***BUT EXCLUDING:***

- Loss or **Damage** caused by faulty workmanship, wear or tear or any gradually operating cause.
- Loss or **Damage** caused by wet or dry rot
- Loss or **Damage** caused by the failure or lack of grout and/or sealant

**4. Escape of oil from any fixed appliance, pipe or tank**

***BUT EXCLUDING:***

- **Damage** caused by faulty workmanship
- **Damage** caused by wear tear or any gradually operating cause

**5. Theft or attempted theft, or Robbery or Attempted Robbery, committed on the **Premises** but only if consequent upon:**

- forcible and violent entry to or exit from the property

**6. Malicious Damage, riot, violent disorder, strike, labour disturbance or civil commotion**

**7. Collision or impact with the property by animals or vehicles**

***BUT EXCLUDING:***

- if owned by **You** or the tenants

**8. Falling trees or branches, lampposts or telegraph poles**

***BUT EXCLUDING:***

- Loss or **Damage** caused by trees being cut down or cut back at the property

**9. Breakage or collapse of satellite television receiving equipment or television and radio aerials**

**10. Subsidence, landslip or ground heave of the site on which the buildings stand**

***BUT EXCLUDING:***

- **Damage** caused by coastal or river erosion
- **Damage** caused whilst the property is undergoing any structural repairs, alterations or extensions
- **Damage** caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement or newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship
- Loss or **Damage** if the property has previously suffered **Damage** by subsidence, landslip or ground heave, unless you have disclosed this and it has been accepted in writing by **Us**
- Loss or **Damage** if the property is to be sold



## Section Two – Landlords’ Contents - Additional Cover

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Following loss or **Damage** by any of the **Insured Events**, **We** will provide cover for:

1. **Other Premises** – Any **Landlords’ Contents** insured hereby are covered whilst temporarily removed to any other **Premises** in the occupation of the **Insured** in Great Britain and Northern Ireland but only up to a limit of £2,500 and only if they are not otherwise insured.

## Section Three – Business Interruption

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In the event of **Damage** to the **Property Insured** under Section One (hereinafter called the **Premises**) and the **Business** carried on by the **Insured** at the **Premises** stated in the **Schedule** being in consequence thereof interrupted or interfered with **We** will (subject to the terms definitions exclusions and conditions of the **Policy**) pay the **Insured** the amount of loss arising as a result in accordance with the following provisions.

a) **Reduction in Gross Rentals** being:

The amount by which the **Gross Rentals** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Gross Rentals**

b) **Increase in Cost of Working** being:

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Rentals** as may cease or be reduced in consequence of the **Damage** provided that if the **Sum Insured** by this Section shall be less than the **Annual Gross Rental** (or to a proportionately increased multiple thereof where the Maximum **Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

## Section Three – Business Interruption - Additional Cover

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This Section extends to include:

### Alternative Trading

If during the **Indemnity Period** accommodation shall be provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such accommodation and services shall be taken into account in assessing the **Gross Rentals** during the **Indemnity Period**.

### Automatic Rent Review

In the event of the **Gross Rentals** being subject to a rent review during the **Indemnity Period** under the terms of a lease or rental agreement then the **Sum Insured** by this Section will be automatically increased by a maximum of 100%.

### Buildings Awaiting Sale

If at the time of the **Damage** the **Insured** has contracted to sell his interest in the **Buildings** and the sale is cancelled or delayed in consequence of the **Damage** the amount payable under this section may at the insured's option be amended as follows;

- a) During the period prior to the date upon which but for the **Damage** the **Buildings** would have been sold reduction in **Gross Rentals**, being the amount by which the **Gross Rentals** earned during the **Indemnity Period** will, in consequence of the **Damage**, fall short of the **Standard Gross Rentals**
- b) During the period commencing with the date upon which but for the **Damage** the **Buildings** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier:

the loss of interest, being:

- i) Reasonable interest actually incurred on capital borrowed in connection with the **Business** solely to replace (in whole or in part) the loss of use of the sale proceeds
- ii) Reasonable investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i) above
- c) Additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs a) or b) above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that **Our** liability under this extension and the Section will not exceed the **Sum Insured** set against the item on **Gross Rentals** in the **Schedule** plus any payment under the Automatic Rent Review Extension in any one **Period of Insurance**.

### Capital Additions

This section extends to include **Gross Rentals** in respect of;

- a) Alterations, additions, extensions and improvements to the **Premises Insured**
- b) Newly acquired and or newly erected **Buildings** anywhere in the United Kingdom provided they are not otherwise **Insured**

Provided that;

- i) at any one **Premises** the cover shall not exceed £500,000 of the total **Sum Insured** on **Gross Rentals** or £1,000,000 whichever is the less
- ii) the **Insured** undertake to give particulars of such extension of cover as soon as practicable and in any event within six months of any newly acquired and/or newly erected **Buildings** or alterations additions and improvements to **Buildings** and to effect specific insurance thereon retrospective to the date of the commencement of the **Underwriters** liability
- iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under ii) above

### Denial of Access and Loss or Damage at Managing Agents Premises

Loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage Insured** under Section 1 to property

- a) in the vicinity of the **Premises** (which is deemed for the purposes of this Insurance to be 1 mile radius of the **Premises**) which shall prevent or hinder the use of or access to the **Premises** whether **Your** property or **Premises** be **Damaged** or not

- b) at the **Premises** of the **Insured's** Managing Agents  
**Failure of Supply at Public Utilities**

This section extends to include interruption of or interference with the **Business** caused by **Damage** as defined in this section giving rise to destruction or **Damage** to property at any;

- a) generating station or sub station of the public electricity supply undertaking
- b) land based **Premises** of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based **Premises** of the public telecommunications undertaking

from which the **Insured** obtains electricity, gas, water or telecommunication services within the **Territorial Limits**.

#### **Payments on Account**

In the event of loss if requested by you **We** will make monthly payments on account during the **Indemnity Period**.

#### **Rent Free Period**

If at the date of the **Damage** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of months shown in the **Schedule** provided that the **Underwriters** liability does not exceed the **Sum Insured** or any limit of liability stated in the **Policy** whichever is the lower.

## Section Four – Property Owners’ Liability

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**We** will cover you for **Your** legal liability as property owner for any amounts **You** become legally liable to pay as damages for **Bodily Injury** or **Damage** to property caused by an accident happening at the property during the **Period of Insurance**.

The most **We** will pay for any one accident or series of accidents arising out of any one event is **£2,000,000**, unless shown differently in the **Schedule** of cover, plus the costs and expenses which **We** have agreed in writing.

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

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

## Section Four – Property Owners’ Liability - Additional Cover

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This Section extends to include:

### Additional Persons Insured / Personal Representatives

The **Insured** shall extend to include in the event of the death of any person entitled to indemnity under this section the deceased’s legal personal representatives but only in respect of liability by such deceased person

At the request of the **Insured We** will indemnify in the terms of this section any director of the **Insured** or **Employee** in respect of liability arising in connection with the ownership of the **Premises** described in the **Schedule**

Provided always that;

- a) Each such additional person **Insured** shall as though they were the **Insured** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- b) **We** shall retain the sole conduct and control of all claims

### Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which the **Insured** are entitled to indemnity under this section **We** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required;

- a) Any director or partner - £150
- b) Any **Employee** - £100

Up to a maximum of £2,500 any one **Period of Insurance**.

### Cross Liabilities Clause

If more than one **Insured** is referred to in the **Schedule** each **Insured** so named shall be considered as a separate and distinct entity and the word insured shall be construed as applying to each separate insured in the same manner as if a separate **Policy** had been issued to each.

Provided always that **Our** liability for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule** irrespective of the number of insured parties involved.

### Data Protection Cover

**We** will indemnify you in respect of liability arising under the Data Protection Act 1984 as amended by the Data Protection Act 1998 or any subsequent amending legislation, including any replacement legislation that implements the General Data Protection Regulation (GDPR)

Provided that;

- a) The process of registration under the above Act has been commenced or completed by you and the application has not been refused or withdrawn
- b) No liability arises as a result of the provision by the **Insured** of the services of a computer bureau

**We** shall not be liable in respect of;

- a) The recording or provision of data for reward or for determining the financial status of any person
- b) Any liability which arises as a result of a deliberate act or omission of the **Insured** and which could reasonably have been expected by the insured having regard to the nature and circumstances of such act or omission

**Our** total liability including all costs and expenses in this respect shall not exceed £250,000 during any one **Period of Insurance**.

### Defective Premises Act

This section subject otherwise to the terms of the **Policy** extends to indemnify **You** against liability for **Injury**, loss or **Damage** arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any **Premises** previously owned for purposes pertaining to the **Business** and since disposed of by **You** provided that;

1. This extension shall not indemnify **you** in respect of loss of or **Damage** to the land or **Premises** disposed of or in connection with the cost of rectifying any defect or alleged defect therein
2. **We** will not be liable under this extension if **You** are entitled to indemnity under any other insurance

## Limit of Liability

**Our** liability for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the **Limit of Indemnity** states in the **Schedule** irrespective of the number of insured parties involved.

In addition **We** will pay;

1. All other defence costs and expenses incurred with its prior written consent
2. The legal costs and expenses incurred with its written consent for the defence of prosecution brought under Section 36 or 37 of the Health and Safety at Work Act 1974 for any alleged offence as detailed in Section 33(1) (a) (b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings provided that:
  - a) The proceedings relate to the health, safety and welfare of persons other than **Employees**
  - b) **We** will not indemnify you in respect of
    - i) Fines and penalties
    - ii) Costs or expenses **Insured** by any other **Policy**

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UNDERWRITING

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