



## **Commercial Property Owners Policy Wording**

**Underwritten by**

**Certain Underwriters as identified on the Schedule**

**VERSION 4**



# ABACUS

## **Commercial Property Owners** **Policy Wording**

Underwritten by Certain Underwriters as identified on the Schedule

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## General Definitions

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### Accidental Damage

The term **Accidental Damage** means **damage** caused by accidental and external means

### Average (Underinsurance)

**Average** means whenever a Sum Insured is declared to be subject to **Average (Underinsurance)** if at the time of **Damage** to the **Property** Insured by any Item the Sum Insured in respect of that Item is less than 85% of the full value of the **property** to which it applies **you** will be considered to be **your** own insurer for the difference and will be expected to bear a rateable share of the loss accordingly

### Building(s)

The **Building(s)** means the **Building** situate at the **Premises** being built of brick, stone or concrete and roofed with slate, tile, metal, asphalt or concrete and occupied as stated in the Schedule

### Business

**Business** means **your business** as owners of the **Premises** or as lessees where **you** are responsible for the upkeep, repair and maintenance of the **Premises** as leaseholder under a legal lease for a specified term

### Damage

The term **Damage** when referred to in this Policy shall mean loss or destruction of or **damage** to **Property** Insured by an Insured Peril (stated on the Schedule as being operative) or any other cause insured under the respective Section other than as excluded hereafter

### Employee

**Employee** means any

- a) person under a contract of service or apprenticeship with **you**
- b) self employed person
- c) person under a work experience scheme
- d) person hired or borrowed by **you** and working for **you** in connection with the **Business**

### Excess

**Excess** means an amount deducted from each and every loss or series of losses arising from any one event or occurrence likely to give rise to a claim hereunder after the application of all other terms, exclusions and conditions of this Policy as stated on the Schedule

### Goods

**Goods** means any **goods** or products (including containers, labelling instructions or advice provided in connection therewith) manufactured, sold, supplied erected, repaired, altered, treated, transported, serviced or installed by the **Insured** in the course of the **Business**

### Injury

**Injury** means bodily injury, death, illness, disease or shock causing bodily injury

### Insured/You/Your

The person(s) company or firm named as the **Insured** in the Schedule

### Insurers/We/Us/Our

The **Insurers** named on the Schedule

### Offshore

**Offshore** means from the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any **offshore** installation until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return from any **offshore** installation

### Premises

**Premises** means the **Premises** stated in the Schedule

### Property

**Property** means material **property**

## Buildings

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### COVER

In the event of **Damage** by an Insured Peril (stated on the Schedule as being operative) to the **Property** Insured **we** will pay **you** the value of the **Property** at the time of its **Damage** or the amount of the **Damage** or at **our** option reinstate the **Property** or any part of it

### PROPERTY INSURED

#### Buildings

The **Buildings** of all structures on the site of the **Premises** (including all external and internal fixed glass therein) belonging to **you** or for which **you** have accepted responsibility including landlord's fixtures and fittings, walls, gates, fences and hedges and the following expenses necessarily incurred with **our** consent

#### Fees

Architects', surveyors', consulting engineers' and legal fees necessarily and reasonably incurred in connection with the repair or reinstatement of the damaged parts of the **Property** Insured but excluding fees for preparing any claim

#### Debris Removal

The cost of removing debris, demolishing, shoring up or propping up of the damaged parts of the **Property** Insured

##### Excluding

any costs or expenses

- a) incurred in removing debris except from the **Premises** of such **Property** Insured destroyed or from the area immediately adjacent to the **Premises**
- b) arising from pollution or contamination of **property** not insured by this Section

#### Underground Services

The cost of repairing **Damage** by an Insured Peril to 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 **your** responsibility and provided such **Damage** is not otherwise insured

#### Local Authorities

Any additional cost of repairing or replacing the damaged parts of the **Property** Insured incurred solely to comply with any statutory requirements or local authority bye laws

##### Excluding

Any cost arising from a notice served upon **you** prior to the date of the **Damage**

## Buildings (continued)

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### INSURED PERILS

(As stated on the Schedule as being operative)

- 1 Fire, lightning, explosion, earthquake, subterranean fire
- 2 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons

**Excluding**

**damage** occasioned by or happening through confiscation or destruction, seizure or requisition by the government or any public authority

- 3 Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **Buildings**
- 4 Hold up by violence and/or threats of violence to **you** or **your employees**
- 5 Storm or flood

**Excluding**

- a) **damage** by frost, subsidence, heave or landslip
- b) **damage** to gates, fences and hedges and moveable **property** in the open
- c) **damage** attributable solely to change in water table level

- 6 Escape of water from any tank, apparatus or pipe
- 7 Leakage of oil from any fixed oil heating installation

**Excluding**

defective vaporisation, smoke and smudge

- 8 Aircraft and other aerial devices or articles dropped from them
- 9 Breakage or collapse of television and radio aerials, external satellite dishes, aerial fittings and masts

**Excluding**

- a) **damage** to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
- b) **damage** to external satellite dishes unless specifically insured by this Section

- 10 Impact by

- a) any vehicle or animal
- b) falling trees or branches other than if caused by felling or lopping by **you** or on **your** behalf

### Limit of Liability

Our liability under this Section is limited to the respective Sum Insured shown in the Schedule

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## Buildings (continued)

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### EXTENSIONS

This Section extends to include:

#### 1 Replacement Locks

The cost of necessarily replacing external door locks and keys to maintain the security of the **Buildings** following theft of keys

- 1) by forcible and violent means from the **Premises** or the private residence of the **Insured** or an **employee** of the **Insured** authorised to hold such keys
- 2) involving hold up, actual or threatened assault or violence to the **Insured** or member of the **Insured's** family or to any **employee** of the **Insured**

up to an amount not exceeding £500 any one claim

#### 2 Landscaped Gardens

The cost of restoring any **damage** or destruction to external landscaping for which the **Insured** is responsible at the **Premises** caused by the Fire Brigade or other authorities attending the **Premises** solely as a result of **Damage** to the **Buildings** up to an amount not exceeding £10,000 any one claim

#### 3 Malicious Attack

Compensation to the following Benefit Limits if the **Insured**, a Director or **Employee** of the **Insured** sustains bodily injury by violent external and visible means as a result of a malicious attack in the course of theft or attempted theft from the **Buildings** or actual or threatened assault or violence at the **Premises** and the **injury** independently of any other cause results in death or disablement of the **Insured**, Director or **Employee** as follows:

	<b>Benefit Limit</b>
a) death	£ 5,000
b) physical severance or permanent and total loss of use of an entire hand or arm or entire foot or leg and/or loss of sight of one or both eyes occurring within twelve months from the date of the <b>injury</b>	£ 5,000
c) permanent total disablement which permanently, completely and continuously prevents the injured person from attending to his or her usual occupation or any other occupation for which he or she is fitted by knowledge and training and which having lasted 52 weeks and at the end of that time being beyond hope of improvement	£ 5,000
d) temporary total disablement which prevents the injured person from attending to his or her usual occupation	£50 per week



## Buildings (continued)

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provided that

- i) compensation shall not be paid under more than one of items a) b) or c) above for the consequence of the same **injury**
- ii) compensation under item d) shall not be paid for more than 52 weeks in respect of any one **injury** and the amount paid hereunder shall be deducted from any amount subsequently payable under items a) b) or c)
- iii) compensation shall not be paid unless as soon as possible after sustaining the **injury** the injured person attends a qualified medical practitioner whose advice he or she shall follow
- iv) compensation under item d) shall be payable after each 4 consecutive weeks of the disablement

### Excluding

Compensation for **injury** as a consequence of pre-existing mental or physical defect or infirmity or to any person who at the time of sustaining the **injury** is under 16 years or over 65 years of age

## 4 Tracing and Accessing Leaks

If the **buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **Premises**, **we** will pay the reasonable cost of removing and replacing any other part of the **buildings** necessary to find and repair the source of the leak and making good. **We** will not pay more than £2,500 for any one incident and £5,000 in any period of insurance

## EXCLUSIONS

This Section does not cover:

- 1 **damage** to **Property** Insured caused by its undergoing any heating process or process involving the application of heat
- 2 **damage** to electrical equipment caused by its short circuiting or overrunning not resulting in fire
- 3 **damage** due to theft or attempted theft or malicious **damage**
  - i) by or in collusion with any member of **your** family or **Employees**
  - ii) to any **Buildings** or portions thereof which are open sided or incapable of being locked or left vacant or becomes disused
  - iii) which is otherwise insured
- 4 **property** more specifically insured by **you** or on **your** behalf
- 5 the **Excess** stated in the Schedule other than in respect of Extension 3 (Malicious Attack) for which **we** will pay the full agreed amounts
- 6 consequential loss of any kind or description

## Buildings (continued)

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### SPECIAL PROVISIONS

#### 1 Sale of Buildings

When **you** contract to sell **your** interest in the **Property** Insured the contracting purchaser who completes the purchase and his or her mortgagees shall have the benefit of the insurance by this Section. The benefit shall be up to the date of completion during the currency of this Policy and provided the **Property** Insured is not otherwise insured. The benefit shall also be without prejudice to **your** and **our** rights and liabilities

#### 2 Basis of Claims Settlement

In the event of **Damage** to the **Property** Insured **we** will pay the full cost of repair or reinstatement to a condition equal to, but not better or more extensive than its condition when new, provided such cost has been incurred, except that a deduction for deterioration will be made if the **Property** Insured has not been maintained in good repair

provided that

- a) the work of rebuilding or repair and restoration (which may be carried out upon another site and in any manner suitable to **your** requirements subject to **our** liability not being increased) is commenced and carried out within a reasonable time
- b) when the **Property** Insured is damaged or destroyed in part only, **our** liability shall not exceed the sum representing the cost, which **we** could have been called upon to pay if such **Property** Insured had been wholly destroyed

#### 3 Average (Underinsurance)

The Sums Insured by this Section is subject to **Average (Underinsurance)**

#### 4 Additional Interests

- a) The interest of other parties is noted in this Section and **you** undertake to declare the names of such interested parties immediately following any claim
- b) The act or neglect of **you** or any occupier of the **Premises** hereby insured whereby the risk of **Damage** is increased without the authority or knowledge of said party (parties) shall not prejudice the interest of the said party (parties) in this insurance provided they shall notify **us** immediately on becoming aware of such increased risk and pay additional premium if required

#### 5 Workmen

Workmen are allowed on the **Premises** for the purpose of repairs, maintenance, minor extensions or alterations without prejudice to the Policy

#### 6 Subrogation Waiver

**We** agree to waive any rights or remedies or relief to which **we** may be entitled by subrogation against

- 1) any Parent or Subsidiary Insurers of the **Insured** or any Company which is a subsidiary of a Parent Company of which **you** are a subsidiary
- 2) any tenant or lessee in respect of **Damage** to that part of the **Building** occupied by the tenant or lessee or to common parts of the **Building** provided that the **Damage** is not a result of a criminal, fraudulent or malicious act by the tenant or lessee

## Buildings (continued)

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### 7 Newly Acquired Buildings

This Section extends to include newly acquired **Buildings** in Great Britain insofar as the same are not otherwise insured and alterations, additions and improvements to the **Property** Insured (but not in respect of appreciation in value) provided that:

- a) at any one situation this cover will not exceed £250,000
- b) **you** undertake to give **us** details of such extension within 21 days of acquisition or alteration to effect specific insurance thereon and pay such additional premium as may be required from the date of acquisition or alteration

### 8 Notice

**You** shall notify **us** when any **Building** or part thereof insured by this Section becomes unoccupied or when an unoccupied **Building** or part thereof is again occupied and shall pay such additional premium as necessary

### 9 Glass Cover

**Damage** to fixed glass insured by this Section extends to include reasonable costs necessarily incurred in respect of boarding up or temporary glazing pending replacement of broken glass and the removal and refixing of window fittings and other obstacles to said replacement

### 10 Index Linking

The Sum Insured for **Buildings** will be index-linked and will be adjusted at a rate of 3% per year, or in line with any other index that **we** decide

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately

**We** will not make a charge for index linking during the period of insurance. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted Sum Insured

### 11 Non Invalidation

The insurance by this Section shall not be invalidated by any act or omission, or by any alteration whereby the risk of **Damage** is increased unknown to **you** or beyond **your** control provided that immediately **you** become aware thereof **you** shall give **us** notice and pay such additional premium as required by **us**

### 12 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that **you** shall pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the Period of Insurance. Additional Premiums of less than £100.00 will be waived

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## Loss of Rent

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### DEFINITIONS

#### Gross Rentals

**Gross Rentals** means the money paid or payable to the **Insured** in respect of work done and services rendered

#### Indemnity Period

**Indemnity Period** means the period beginning with the occurrence of the **Damage** and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the **Damage**

#### Maximum Indemnity Period

**Maximum Indemnity Period** as stated in the Schedule

#### Annual Gross Rentals

**Annual Gross Rentals** means the Gross Rental during ) adjusted as may be necessary to provide  
the twelve months immediately before the date of ) for variations in or other circumstances  
the **Damage** ) affecting the **Business** so that the adjusted  
figures shall represent as far as possible

#### Standard Gross Rental

**Standard Gross Rental** means the **Gross Rental** ) the results which but for the **Damage**  
during the twelve months immediately before the ) would have been obtained during the  
the date of the **Damage** which corresponds with ) relative period after the **Damage**  
the **Indemnity Period** )

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

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

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## Loss of Rent (continued)

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### COVER

In the event of the **Business** at the **Premises** being interrupted or interfered with as a direct result of **Damage** insured under Section One of this Policy and liability for such **Damage** having been admitted (unless such payment or liability has been excluded as being below a specified amount) under this Policy covering **your** interest in such **Property** Insured **we** will indemnify **you** in respect of

**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

### Limit of Liability

**Our** liability under this Section shall not exceed the Sum Insured specified in the Schedule

### EXTENSIONS

This Section extends to include

#### 1 Professional Accountants Charges

Reasonable charges payable to **you**, to **your** professional accountants for producing such particulars or details contained in **your** books of account, or other **business** books or documents or any other proofs, information or evidence as **we** may require under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with **your** books of account or other **business** books or documents

provided that the sum of the amount payable under this Extension and the amount otherwise payable under this Section shall in no case exceed the Limit of Liability

#### 2 Denial of Access and 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 One to **property**

- 1) 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
- 2) at the premises of the **your** Managing Agents

## Loss of Rent (continued)

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### SPECIAL PROVISIONS

#### 1 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%

#### 2 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**

#### 3 Payment on Account

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

#### 4 Reinstatement of Sum Insured

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

## Liability

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### The **INSURANCE**

The **Insurers** will subject to the terms, exceptions, conditions, endorsements and Limits of Indemnity of this Insurance indemnify the **Insured** against

- a) all sums which the **Insured** shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of **Injury** or loss of or **damage to property** as defined in any Section to which this Insurance applies and which arises in connection with the **Business**
- b) all costs and expenses incurred with the written consent of the **Insurers** in respect of any claim against the **Insured** which may be the subject of indemnity under this Insurance
- c) the payment of the solicitor's fees incurred with the written consent of the **Insurers** for representation of the **Insured** at
  - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death
  - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **damage to Property**

which may be the subject of indemnity under this Insurance

### **SPECIFIC DEFINITIONS FOR THIS SECTION ONLY**

- 1. The **Business** shall mean the description shown in the Schedule and
  - a) the ownership, repair and maintenance of the **Insured's** own **property**
  - b) the provision and management of canteen, social sports and welfare activities for the benefit of the **Insured** or **Employees**
  - c) the provision and management of first aid, fire, security and ambulance servicesand no other **business** for the purposes of this Insurance
- 2. **Terrorism** shall mean any act whether involving violence or the use of force or not, or the threat or the preparation 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), which is designed to or does intimidate or influence a de jure or de facto government, or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives

### **SUB-SECTION A - EMPLOYERS' LIABILITY**

#### **Scope of Cover**

**Injury** sustained by any **Employee** of the **Insured** arising out of and in the course of his employment or engagement by the **Insured** and caused during the Period of Insurance

- a) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b) whilst temporarily outside the countries named in (a) provided that any such **Employee** is
  - (i) ordinarily resident in any of the aforesaid countries
  - (ii) engaged in non-manual work

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## Liability (continued)

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### Rights of Recovery

The indemnity granted by Sub-Section A of this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Isle of Man, but the **Insured** shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law

### Section Exceptions

These apply in addition to the General Exceptions

The Insurer shall not indemnify the **Insured** under this Section against liability

- a) for **Injury** sustained by any **Employee** of the **Insured** whilst
  - (i) carried in or upon entering, leaving, ascending, descending, mounting or alighting from any vehicle on a road as defined, designated or specified in any road traffic legislation
  - (ii) **Offshore**  
(If the Insurer is required by compulsory insurance regulations to make a payment in respect of **Injury** occurring **Offshore** then the Limit of Indemnity of £5,000,000 any one occurrence shall apply)
  - (iii) working upon, repairing, decorating or cleaning any external work above ground level
  - (iv) working on any structural building work

### Limit of Indemnity

The maximum liability of the Insurer payable under this Section in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

## SUB-SECTION B - PUBLIC LIABILITY

### Scope of Cover

- a) Accidental **Injury** to any person
- b) Accidental loss of or **damage** to **Property**

occurring anywhere within the Geographical Limits during the Period of Insurance

### Section Exceptions

These apply in addition to the General Exceptions

The **Insurers** shall not indemnify the **Insured** under this Section against liability

- a) for loss of or **damage** to **Property** belonging to the **Insured** or in the custody or control of the **Insured** or of any **Employee** of the **Insured** other than
  - (i) personal effects of **Employees** or visitors
  - (ii) any **premises** including their contents not being premises leased or rented to the **Insured** which are temporarily occupied by the **Insured** for the purpose of carrying out work therein or thereon



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## Liability (continued)

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- b) arising from the ownership, possession or use under the control of the **Insured** or of any **Employee** of the **Insured** of
  - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other Policy or security
  - (ii) any craft intended to travel through air or space or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- c) caused by any **Goods** after they have ceased to be in the custody or control of the **Insured** other than food or drink supplied primarily for the use of **Employees** or for entertainment purposes
- d) arising from professional advice given separately for a fee or other remuneration by the **Insured** or by anyone on the **Insured's** behalf or in circumstances where a fee would normally be charged

### Geographical Limits

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

### Limit of Indemnity

The maximum liability of the **Insurers** payable under this Section in respect of damages in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

## GENERAL EXTENSIONS

### Contractual Liability and Indemnity to Principal

The **Insurers** will, subject otherwise to the terms, exceptions, conditions and endorsements of this Insurance, indemnify the **Insured** against liability in respect of **Injury** or loss of or **damage to Property** as follows: -

To the extent that any contract or agreement entered into by the **Insured** with any principal so requires the **Insurers** will

- a) indemnify the **Insured** against liability assumed by the **Insured**
- b) indemnify the principal in like manner to the **Insured** in respect of the liability of the principal arising out of the performance by the **Insured** of such contract or agreement provided that
  - (i) the conduct and control of claims is vested in the **Insurers**
  - (ii) the principal shall observe, fulfil and be subject to the terms, conditions and endorsements of this Insurance so far as they can apply
  - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
  - (iv) the indemnity granted under sub-section A shall only apply in respect of liability to any person who is an **Employee** of the **Insured**

Where any indemnity is provided to any principal, the **Insurers** will treat each principal and the **Insured** as though a separate insurance had been issued to each of them, provided that nothing in this clause shall increase the liability of the **Insurers** to pay any amount in respect of any one claim or during any one Period of Insurance in **excess** of the amount stated in the Limits of Indemnity

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## Liability (continued)

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### General Exceptions

These apply only to Section Three of the Insurance unless otherwise stated

The **Insurers** shall not indemnify the **Insured** in respect of

1. any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurers** in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance
2. any liability which is assumed by the **Insured** by agreement (other than liability arising out of a condition of warranty of **goods** implied by law) unless such liability would have attached in the absence of such agreement
3. any liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from
  - (i) ionising, radiation 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

but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by the **Insured** this exception shall apply only in respect of

- (i) liability of any principal
  - (ii) liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement
4. any liability for punitive, multiplied or exemplary damages
5. any liability for **Terrorism** but as far as concerns **Injury** to any **Employee** of the **Insured** which arises out of and in the course of employment or engagement by the **Insured** the Limit of Indemnity under Sub-Section A shall not exceed £5,000,000
6. the **Insurers** shall not indemnify the **Insured** under this Insurance against liability
  - (i) in respect of **Injury** sustained by an **Employee** which arises out of and in the course of his employment or engagement by the **Insured**
  - (ii) in respect of loss of or **damage** or legal 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
  - (iii) in respect of loss of or **damage** to or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling or making any refund in respect of the **Goods**
  - (iv) in respect of loss of or **damage** arising from the failure of **Goods** to perform their intended function
  - (v) in respect of liability arising from **Goods** used with the **Insured's** knowledge in connection with aircraft, watercraft or **offshore** structures
  - (vi) in respect of liability directly or indirectly caused by or arising out of pollution or contamination of **Buildings** or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance
  - (vii) in respect of **injury**, loss, **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health
  - (viii) in respect of **injury**, loss, **damage** cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any fungus of any kind including but not limited to mildew, mould, spores or allergens

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## Liability (continued)

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### Conditions

These apply only to Section Three of the Insurance unless otherwise stated

1. the **Insured** shall
  - (a) give immediate notice to the **Insurers** of anything which may give rise to a claim being made against the **Insured** and for which there may be liability under this Insurance
  - (b) advise the **Insurers** in writing immediately the **Insured** has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith
2. the **Insured** shall provide the **Insurers** with such particulars and information as the **Insurers** may require and shall forward to the **Insurers** immediately on receipt every letter, writ, summons and process. The **Insurers** shall be entitled at their discretion to take over and conduct in the name of the **Insured** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the **Insured** shall give all information and assistance required. No admission of liability or offer promise or payment shall be made without the written consent of the **Insurers**
3. the **Insurers** may at any time at their sole discretion pay to the **Insured** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled, and the **Insurers** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment to the **Insured** bears to the total payment made by or on behalf of the **Insured** in settlement of the claim or claims
4. the **Insured** shall take all reasonable care to prevent accidents and to maintain his **Premises**, plant and everything used in the **Business** in proper repair and to employ only competent **Employees** and to act in accordance with all statutory obligations and regulations. The **Insured** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
5. if at the time of any claim there is, or but for the existence of this Insurance would be, any other Policy of indemnity, or insurance in favour of, or effected by or on behalf of the **Insured** applicable to such claim the **Insurers** shall not be liable under this Insurance to indemnify the **Insured** in respect of such claim, except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected
6. this Insurance including the schedule, definitions, sections, exceptions, extensions, conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear
7. where the premium is calculated on the statements and estimates furnished by the **Insured**, the **Insured** shall keep an accurate record of all relevant particulars and shall at any reasonable time allow the **Insurers** to inspect such record, and shall within one month of the expiry of each Period of Insurance furnish to the **Insurers** such information as the **Insurers** requires for such expired period and the premium for such period shall thereupon be adjusted by the **Insurers** and the difference be paid by or allowed to the **Insured** as the case may be subject to any agreed minimum premium
8. the **Insurers** may cancel this Insurance by sending seven days notice by registered letter to the **Insured** at his last known address and in such event the **Insured** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance
9. the **Insured** shall give the **Insurers** immediate notice in writing of any alteration which materially affects the risk insured
10. the due observance of the terms, provisions, conditions and endorsements of this Insurance by the **Insured** in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers and information supplied or in connection with the said proposal shall be a condition precedent to any liability of the **Insurers** to make any payment under this Insurance

## Contents

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In the event of **Damage** by insured Perils 1 to 10 described under Section One **we** will indemnify **you** against **Damage** to the **Property** insured

### PROPERTY INSURED

**Contents** in the common parts of the **Building** and in any areas of the **Building** used by **you** for office, reception, show or storage purposes belonging to **you** or for which **you** have accepted responsibility including:

- a) furniture, furnishings and carpets
- b) documents, manuscripts, **business** books, plans and designs but only for the value of the materials and the cost of clerical labour expended in reproducing such records and not for the value to **you** of the information contained therein
- c) pictures, prints and works of art for an amount not more than £500 in respect of any one item and £1,000 in total in respect of any claim unless otherwise specifically insured hereby
- d) in so far as they are not otherwise insured the personal effects belonging to **you**, **your** Partners, Directors or **Employees** for an amount not exceeding £250 any one person

but excluding **property** referred to in the Exclusions

### Limit of Liability

**Our** liability under this Section is limited to the respective Sum Insured shown in the Schedule

### EXTENSION

This Section extends to include

#### Contents Temporarily Removed

**Property** Insured (other than **property** described in c) and d) above) provided the same are not otherwise insured whilst temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes and whilst in transit thereto and therefrom anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for an amount not exceeding 15% of the Sum Insured but excluding **Damage** by theft or attempted theft to **property** whilst in transit

#### Debris Removal

The cost necessarily incurred and with **our** consent in the removal of debris of the damaged parts of the **Property** Insured from the **Premises** or the area immediately adjacent thereto provided always that **our** liability under this clause and this Section in respect of any item shall in no case exceed the Sum Insured hereby

### EXCLUSIONS

This Section does not cover:

- 1 **damage** to **Property** Insured caused by its undergoing any heating process or process involving the application of heat
- 2 **damage** to electrical equipment caused by its short circuiting or overrunning not resulting in fire

## Contents (continued)

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- 3 **damage** due to theft or attempted theft by or in collusion with any member of **your** family or **Employees**
- 4 **property** more specifically insured by **you** or on **your** behalf
- 5 **damage** to
  - a) jewellery, precious stones, precious metals, bullion, furs or rare books
  - b) glass, china, earthenware, marble or other fragile or brittle objects other than works of art specifically insured as part of the **Property** Insured to the limits specified therein
  - c) computers or data processing equipment or computer systems records
  - d) money, cheques, stamps, bonds, credit cards or securities of any description unless specifically mentioned as insured by this Section
- 6 the **Excess** stated in the Schedule
- 7 consequential loss of any kind or description

## SPECIAL PROVISIONS

### 1 Basis of Claims Settlement

In the event of **Damage** to the **Property** Insured **we** will pay the full cost of repair, replacement or reinstatement to a condition equal to but not better or more extensive than its condition when new provided such repair, replacement or reinstatement is undertaken without delay and such cost has been incurred

### 2 Reinstatement of Sum Insured

The Sum Insured by this Section will not be automatically reduced as a result of a claim provided that **you** shall

- 1) pay the appropriate additional premium on the amount of such claim from the date thereof to the expiry of the Period of Insurance
- 2) take immediate steps to effect such additions or variations in protections as **we** may require

### 3 Average (Underinsurance)

The Sums Insured by this Section is subject to **Average (Underinsurance)**

### 4 Non Invalidation

The insurance by this Section shall not be invalidated by any act omission or by any alteration whereby the risk of **Damage** is increased unknown to **you** or beyond **your** control provided that immediately **you** become aware thereof **you** shall give **us** notice and pay such additional premium as required by **us**

### 5 Index Linking

The Sum Insured for **contents** will be index-linked and will be adjusted at a rate of 3% per year, or in line with any other index that **we** decide.

**We** will not make a charge for index linking during the period of the insurance. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured

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## General Exclusions

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Applicable to all Sections unless otherwise stated in this Policy

### 1. Property Excluded

This Insurance does not cover loss, destruction or **damage**:

- a) to motor vehicles and accessories in or upon the said vehicles, explosives, livestock, cash currency and/or banknotes, stamps, bonds, bills of exchange, promissory notes, securities for Money, negotiable documents or other documents except as expressly mentioned as insured
- b) to computer system records, nor any claim whatsoever arising from such loss or **damage**, except as expressly mentioned as insured herein

### 2. Invalid Payments

This Insurance excludes all claims in respect of loss of **Property** Insured where loss has been sustained by the **Insured** consequent upon handing over such insured **Property** to any third party against any payment or promise of payment by any means whatsoever and where such payment shall prove to be false, fraudulent or otherwise invalid or uncollectible for any reason whatsoever

### 3. Consequential Loss

This Insurance does not cover loss of use, delay, consequential loss or loss of market, unless specifically specified herein

### 4. War

This Insurance does not cover any loss, destruction or **damage** or Bodily Injury 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

### 5. Radioactive Contamination

This Policy does not cover

loss or destruction of or **damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss 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 or any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

### 6. Sonic Bang

This Insurance does not cover any loss, destruction or **damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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## General Exclusions (continued)

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### 7. Territorial Limits

This Insurance does not cover any loss, destruction or **damage** occurring outside the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man unless otherwise stated herein to the contrary

### 8. Northern Ireland Overrider Clause

This Insurance 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 of:

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of, or in connection with any Unlawful Association

**Note:**

“Unlawful Association” means any organisation which is engaged in **Terrorism** and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973

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

In any action, suit or other proceedings where the **Insurers** allege that by reason of the provisions of this exclusion any loss, destruction or **damage** is not covered by this Policy the burden of proving that such loss, destruction or **damage** is covered shall be upon the **Insured**

This overriding exclusion applies to this Insurance and to any extensions thereof, unless such extension expressly cancels this overriding exclusion

### 9. Terrorism Exclusion Endorsement

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

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## General Exclusions (continued)

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### 10. Electronic Data Exclusion

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

- (a) this insurance does not insure 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

ELECTRONIC DATA means 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

COMPUTER VIRUS means 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'

- (b) however, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical **damage** occurring during the insurance period to **Property** insured by this insurance directly caused by such listed peril

#### Listed Perils:

- 1) Fire
- 2) Explosion

### 11. Electronic Data Processing Media Valuation

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

should electronic data processing media insured by this insurance suffer physical loss or **damage** insured by this insurance, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. 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

### 12. Water Table Clause

This insurance does not cover loss, destruction or **damage** attributable solely to change in the water table level

### 13. Pollution and Contamination Exclusion Clause

This Insurance does not cover loss, destruction or **damage** caused by or arising from any kind of seepage or any kind of pollution and/or contamination



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## General Exclusions (continued)

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### 14. Micro-Organism Exclusion

This Insurance does not cover loss, destruction, **damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

mould, 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 or potential threat to human health

This Exclusion applies regardless of whether there is (1) any physical loss or **damage** to insured **Property**; (2) any insured peril or cause, whether or not contributing concurrently or in any sequence; (3) any loss of use, occupancy, or functionality; or (4) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

### 15. Workmen's Exclusion

This Insurance does not cover loss, **damage** or liability arising out of the activities of contractors

### 16. Biological Or Chemical Materials Exclusion

This Insurance does not cover loss, destruction, **damage**, claim, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto

### 17. Asbestos Endorsement

A. This Policy only insures asbestos physically incorporated in an insured **building** or structure and then only that part of the asbestos which has been physically damaged during the Policy period by one of the Insured Perils 1 to 10 described under Section One

This coverage is subject to all limitations in the Policy and in addition to each of the following specific limitations:

1. the said **building** or structure must be insured under this Policy for **damage** by that Listed Peril
2. the Listed Peril must be the immediate sole cause of the **damage** of the asbestos
3. the **Insured** must report to **Insurers** the existence and cost of the **damage** as soon as practicable after the Listed Peril first damaged the asbestos. However this Policy does not insure any such **damage** first reported to the **Insurers** more than 12 (twelve) months after the expiration, or termination, of the Policy period
4. this Policy shall provide no cover (including without limitation in respect of business interruption, delay of repair or other consequential loss) in respect of:
  - (i) wear and tear or inherent defect quality or vice in or of any asbestos;
  - (ii) any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) by any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise); or
  - (iii) any asbestos which the aforesaid Listed Peril has not physically damaged

B. except as set forth in the foregoing Part A of this endorsement, this Policy does not insure asbestos or any sum relating thereto

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## General Exclusions (continued)

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### 18.UK Millennium Endorsement Commercial All Risks

This Insurance does not cover any physical loss or **damage** or any consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the **Property** of the **Insured** or not, and whether occurring before, during or after the year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude:

- (a) any ensuing physical loss or **damage to Property** insured;
  - (i) resulting from a listed peril, set out below, as covered under this Insurance but no other for the purposes of this endorsement, and
  - (ii) which is not otherwise excluded;
- or
- (b) any consequential loss, as covered under this Insurance, which may arise from such ensuing physical loss or **damage**

#### Listed Perils

- 1 Fire, lightning, explosion, earthquake, subterranean fire
- 2 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons
- 3 Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **Buildings**
- 4 Hold up by violence and/or threats of violence to **you** or **your employees**
- 5 Storm or flood
- 6 Escape of water from any tank, apparatus or pipe
- 7 Leakage of oil from any fixed oil heating installation
- 8 Aircraft and other aerial devices or articles dropped from them
- 9 Breakage or collapse of television and radio aerials, external satellite dishes, aerial fittings and masts
- 10 Impact by
  - a) any vehicle or animal
  - b) falling trees or branches other than if caused by felling or lopping by **you** or on **your** behalf

If specific perils are defined in this Insurance the listed perils shall be deemed to be amended to follow this Insurance. If any of the above listed perils are specifically excluded by this Insurance they shall be deemed to be deleted from this list

Provided that nothing in this endorsement or any other provision or extension of this Insurance shall be construed to extend the liability of the **Insurers** to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the **Property** of the **Insured** or not

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## General Conditions

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Applicable to all Sections unless otherwise stated in this Policy

### 1. Security Protections Maintenance Clause

It is a condition precedent to **Insurers'** liability for loss of or **damage** to **Property** following entry or attempted entry into or exit from the **Premises** by forcible or violent means that :-

Whenever the **Premises** are left unattended

- i) all locks and other protective devices are in full operation
- ii) all keys (including those relating to any part of the Alarm System) are
  - a) removed from the **Premises** or
  - b) placed within a locked safe or strongroom, the keys to which are themselves removed from the **Premises**

### 2. Fire Appliance Maintenance Clause

It is understood and agreed that where the **Insured** is responsible:

- a) the **Insured** will maintain all fire extinguishing appliances contained in the **Premises** in full working order during the currency of this Insurance and
- b) notify the **Insurers** immediately of any disconnection or failure of the automatic fire alarm installation which is likely to leave any area without protection for 12 hours or more

Nevertheless this Insurance shall not be invalidated by any defect in any of the appliances due to circumstances unknown or beyond the control of the **Insured**

### 3. Non-Contribution

This insurance does not cover any loss or liability which at the time of the happening of such loss or liability is more specifically insured elsewhere, except in respect of any **excess** beyond the amount which would have been payable under such other Insurances had this insurance not been effected

### 4. Due Diligence

The **Insured** shall at all times use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss, **damage** or liability under this insurance

### 5. Claims Notifications

It is a condition precedent to the liability of **Insurers** that following any happening likely to give rise to a claim the **Insured** will:

- a) as soon as is practicable notify in writing the **Insurers**
- b) provide such information and assistance as **Insurers** may reasonably require
- c) in the event of theft, loss of Money, riot or malicious **damage** immediately inform the Police, and offer them all reasonable assistance in the apprehension of the person(s) responsible and the recovery of any **Property** stolen
- d) in respect of Claims arising under Section 3, every letter, claim, writ, summons and process shall be notified or forwarded to **Insurers** immediately on receipt. Notice shall also be given in writing to the **Insurers** immediately the **Insured** shall have notice of any impending prosecution inquest or fatal accident inquiry in connection with any such occurrence

All such matters shall be referred immediately to the Broker through whom this Policy has been issued

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## General Conditions (continued)

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### 6. Handling Of Claims

The **Insured** shall not incur any expense in making good any **damage** without the consent of the **Insurers** and shall not admit liability for or offer or agree to settle any claim without the written consent of the **Insurers**, who shall be entitled to take over and conduct in the name of the **Insured** the defence of any claim and to prosecute in the **Insured**'s name for **Insurers** benefit any claim for indemnity or **damage** or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim

### 7. Alterations

This Insurance shall be avoided with respect to any part thereof in regard to which there be any alteration after the commencement of this Insurance

- a) by removal or
- b) whereby the risk of loss, destruction, **damage**, accident or **injury** is increased or
- c) whereby the interest of the **Insured** ceases except by will or operation of law unless such alteration be admitted by **Insurers** in writing

### 8. Warranties

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Policy, and non-compliance with any such warranty whether it increases the risk or not shall be a bar to any claim provided that, whenever this Policy is renewed, a claim occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period provided, such warranty if it is still in force has been fully complied with from the commencement of such period

### 9. Duties of The Insured

The **Insured** shall

- a) maintain the **Premises**, machinery, plant and equipment, for which the **insured** is responsible, in a satisfactory state of repair
- b) take all reasonable precautions to prevent loss or destruction or **damage**, accident or **injury**
- c) take all reasonable precautions for the safety and protection of the **Property** **Insured** including the selection and supervision of **Employees** and not do or permit anything whereby the risk of **Insurers** shall be increased
- d) comply with all statutory requirements and other safety regulations imposed by any authority
- e) keep books with a complete record of purchases and sales
- f) make good any defect or danger which becomes apparent and take additional precautions as circumstances require

### 10. Salvage

On the happening of any loss, destruction or **damage**, the **Insured** shall give the **Insurers** or their agent or representative leave and licence to enter the **building** where the loss, destruction or **damage** has occurred and take and keep possession of any of the **Property** hereby insured and deal with the salvage in a reasonable manner

### 11. Fraudulent Claims

If the **Insured** shall make any statement, claim or representation knowing the same to be false or fraudulent as regards amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited

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## General Conditions (continued)

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### 12. Cancellation

This insurance may be cancelled at any time at the request of the **Insured** in writing to the Broker who effected the Insurance, and the premium hereon shall be adjusted on the basis of **Insurers** receiving or retaining the customary short term premium, details of which are available on request. This Insurance may also be cancelled by or on behalf of **Insurers** by 30 days' notice given in writing, and sent by registered or recorded delivery mail, to the **Insured** at his last known address, and the premium hereon shall be adjusted on the basis of **Insurers** receiving or retaining pro-rata premium for the unexpired period

If this insurance does not meet the **Insured's** particular requirements the **Insured** may cancel it by sending the Insurer written notice and returning the policy documents, including the schedule of insurance and the employers' liability certificate (if cover was included), within 14 days of receipt or within 14 days of inception, whichever is later. The **Insurer** will return any premium paid less a charge equal to the period of cover the **Insured** has had

The **Insured** may cancel this policy at any time by telling the **Insurer** in writing and returning policy documents, including the schedule of insurance and the employers' liability certificate (if cover was included). If a claim has not been made in the current period of insurance the **Insurer** will return any premium less a charge equal to the period of cover the **Insured** has had. If a claim has been made the **Insurer** will not give the **Insured** a refund

### 13. Automatic Reinstatement of Loss

Upon the occurrence of a loss hereunder, the Sum Insured shall be immediately and automatically reinstated

### 14. Regulations and Health & Safety Requirements

It is a condition precedent to the liability of **Insurers** that all applicable current regulations, inspections and certifications applicable to both **property** owners and **property** occupiers must be complied with

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## Endorsements (Operative only when stated in the Schedule)

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### 1. 'Day One' Reinstatement

The **Insured** having stated in writing the Declared Value (shown in the Schedule) for each of the Items the premium has been calculated accordingly

'Declared Value' means the **Insured's** assessment of the cost of reinstatement of the **Property** Insured arrived at in accordance with the 'Basis of Claims Settlement' at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for Fees Debris Removal and Local Authorities (as defined within Section One)

General Definitions - **Average (Underinsurance)** is amended to read 'if at the time of **Damage** the Declared Value of the **Property** Insured be less than the cost of reinstatement at the inception of the Period of Insurance **our** liability for any loss shall be limited to the proportion of the loss that the Declared Value bears to such cost of reinstatement

At inception of each Period of Insurance **you** shall notify **us** of the Declared Value of each Item and in the absence of such declaration the last amount declared by **you** shall be taken as the Declared Value for the ensuing Period of Insurance.

### 2a. Accidental Damage to Buildings

The **Insured** Perils by Section One are extended to include **Accidental Damage** excluding

- a) wear, tear, depreciation or diminution in value
- b) **damage** caused by or arising from
  - i) subsidence, ground heave or landslip
  - ii) normal settling, cracking, shrinkage, bulging, expansion or collapse of **buildings**, roadways, paths, yards, car parks or swimming pools
  - iii) faulty workmanship, defective design, plan or specification or the use of faulty materials
  - iv) scratching, denting, mechanical or electrical defect, failure, breakdown or derangement
  - v) atmospheric or climatic conditions or any other gradually operating cause, rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - vi) any process involving cleaning, dyeing, staining, repairing, restoring, renovating, fitting, alteration or maintenance of any **property**
  - vii) use of any article with disregard to manufacturers instructions
  - viii) the **Insured** voluntarily parting with title or possession of any **property** if induced to do so by fraudulent scheme, trick, device or false pretence
  - ix) the insertion of counterfeit coins or other foreign articles in vending machines and the like
- c) **damage** resulting from any exclusions to Insured Perils
- d) **damage** to moveable **property** in the open and to fences walls gates and hedges
- e) **damage** to any **unoccupied** portion(s) of the **property**.

### 3. Subsidence

The **Insured** Perils by Section One are extended to include subsidence, ground heave or landslip of the site on which the **Building** stands excluding

- a) **damage** to such **Building** or any part thereof whilst in course of erection or undergoing demolition, structural alteration or structural repair
- b) **damage** to fences, walls and gates unless the **Buildings** are damaged at the same time
- c) **damage** resulting from the bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- d) **damage** due to defective design or workmanship or the use of defective materials
- e) the first £1,000 of any claim

It is further declared that **you** shall give **us** notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the **Premises** and will pay such additional premium as **we** may require.

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## Endorsements (continued)

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**It is warranted by you that after making reasonable enquiry you have no knowledge of any actual or suspected subsidence ground heave or landslip affecting the Premises or the immediate vicinity thereof during the five years prior to the effective date of this Endorsement.**

### 3a.Subsidence

The Insured Perils by Section One are extended to include subsidence, ground heave or landslip of the site on which the **Building** stands excluding;

- a) **damage** to such **Building** or any part thereof whilst in course of erection or undergoing demolition, structural alteration or structural repair
- b) **damage** to fences, walls and gates unless the **Buildings** are damaged at the same time
- c) **damage** resulting from the bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- d) **damage** due to defective designs or workmanship or the use of defective materials
- e) the first £1,000 of any claim

It is further declared that **you** shall give **us** notice immediately on becoming aware of building demolition or excavation operations on any site adjoining the **premises** and will pay such additional premium as **we** may require.

It is hereby noted and agreed the following is added to the section General Conditions applicable to the whole of this insurance

### 4. Unoccupancy Warranty

It is a condition precedent to liability that when any **building** (or part thereof) are untenanted or unoccupied

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting, heating or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water, tanks, apparatus, pipes and heating systems other than those connected to automatic sprinkler systems must be drained down or the heating must be maintained at a minimum level of 15° Centigrade/58° Fahrenheit at all times.
- c) all reasonable precautions are taken to ensure that the **buildings** are secure against entry by intruders including
  - (i) securely locking and fastening all doors and windows,
  - (ii) any letter boxes being sealed,
  - (iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the **building** and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **buildings** becoming unoccupied
- f) the **buildings** must be inspected at least once every 7 days by the **Insured** or the **Insured's** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Insurers** when any untenanted or unoccupied building (or part thereof) is again occupied

**Insurers** shall not be liable for any **damage** or **injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

### 5. Flat Roof Maintenance Warranty

It is a condition precedent to liability in respect of **damage** by storm, tempest and flood, that any flat felted roof portion of the **Premises** shall have been inspected and a record kept at least once every five years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

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## Endorsements (continued)

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### 6. Unoccupancy Cover Level 1

It is noted that when any **building** (or part thereof) are untenanted or unoccupied that cover will be restricted to the following insured perils

- a) Peril 1. Fire, lightning, explosion, earthquake and subterranean fire
- b) Peril 8. Aircraft and other aerial devices or articles dropped from them

No other perils will apply

### 7a. Unoccupancy cover level 2

It is noted that when any **buildings** (or part thereof) are unattended or unoccupied that cover will be restricted to the following insured perils

- Peril 1 Fire, lightning, explosion, earthquake and subterranean fire
- Peril 2 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons limited to a maximum loss of £2,500 in any period of insurance and subject to any **excess** applicable

#### Excluding

**Damage** occasioned by or happening through confiscation or destruction, seizure or requisition by the government or any public authority

- Peril 3 Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **Buildings** limited to a maximum loss of £2,500 in any period of insurance and subject to any **excess** applicable
- Peril 5 Storm or flood

#### Excluding

- a) **Damage** by frost, subsidence, heave or landslip
- b) **Damage** to gates, fences and hedges and moveable property in the open
- c) **Damage** attributable solely to change in water table level

- Peril 6 Escape of water from any tank apparatus or pipe limited to a maximum loss of £2,500 in any period of insurance and subject to any **excess** applicable
- Peril 7 Leakage of oil from any fixed oil heating installation

#### Excluding

Defective vaporization, smoke and smudge

- Peril 8 Aircraft and other aerial devices or articles dropped from them
- Peril 9 Breakage or collapse of television and radio aerials, external satellite dishes, aerial fittings and masts

#### Excluding

- a) **Damage** to the television and radio aerial fittings and masts themselves unless specifically insured by this Policy
- b) **Damage** to external satellite dishes unless specifically insured by this peril
- Peril 10 Impact by
  - a) Any vehicle or animal
  - b) Falling trees or branches other than if caused by felling or lopping by **you** or on **your** behalf

### 8. Unoccupancy Cover Level 3

It is noted that when any **building** or (part thereof) are untenanted or unoccupied that the perils 2 and 3 are not deleted due to Unoccupancy (as indicated by section one **buildings** exclusion number 3).



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## Endorsements (continued)

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### 10. Occupancy Alteration

In the event of the **Premises** becoming occupied **you** must advise **us** of full details of the tenant(s). Subject to tenancy type **your** existing policy cover will be increased to include Insured Peril numbers 1,2,3,4,5,6,7,8,9,10 unless any of the items are specifically excluded by endorsement. Occupancy is a material fact of **your** policy and failure to inform **us** of any change may result in this insurance becoming invalid.

### 10a. Occupancy Alteration

In the event of the **Premises** becoming occupied **you** must advise **us** of full details of the tenant(s). Subject to tenancy type **your** existing policy cover will be increased to include the following insured perils in respect of Section One (Buildings) and Section Four (Contents)  
Peril numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (unless any of the items are specifically excluded by endorsement)  
It is a condition of **your** policy that **you** advise **us** before the **Premises** becomes occupied or a change in tenancy type occurs. Failure to do this may result in the correct cover not being in force.

### 11. Voluntary Excess Clause £250

Please note the declared excesses applicable to this policy and schedule are increased by £250 (except for subsidence that remains unaltered).

### 12. Voluntary Excess Clause £500

Please note the declared excesses applicable to this policy and schedule are increased by £500 (except for subsidence that remains unaltered).

### 13. Voluntary Excess Clause £750

Please note the declared excesses applicable to this policy and schedule are increased by £750 (except for subsidence that remains unaltered).

### 16. Unoccupied Property at Inception

This is a let **property** scheme but it is noted and agreed that **your property** is unoccupied at the cover inception date but will be occupied within a period of 30 days.

If within this 30 days **you** have not confirmed the **property** is occupied and provided **us** with the type of tenant the Policy will be cancelled.

If the Policy is cancelled for this reason **we** will make a charge for the period of cover provided being 20% of the annual premium.

### 17. Non Standard Construction Clause

For the purpose of this policy it has been declared and noted that the **property** is of non standard construction and has been agreed as acceptable on the information supplied to **us**.

### 18. Accidental Damage to Fixed Glass

Section One **Buildings**, Extensions is specifically noted to include the following additional item

#### 5 Accidental damage to fixed glass

The cost of repairing **accidental damage** to:

Fixed glass and double glazing (Including the cost of replacing frames)

Solar panels

Sanitary ware

All forming part of the **building**

**We** will not pay

- a) for **damage** caused by chipping, denting or scratching
- b) for loss or **damage** whilst **building** is vacant.

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## Endorsements (continued)

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### 19. Accidental Damage to Contents

Section Four contents cover is extended to include the additional benefits of **Accidental Damage** cover, but cover is subject to the following exclusions

- **damage** or any proportion of **damage** which **we** specifically exclude elsewhere under Section Four
- **damage** to contents within garages and outbuildings
- **damage** or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- **damage** caused by chewing, tearing, scratching or fouling by animals
- **damage** to porcelain, china, glass and other brittle articles
- **damage** to money, credit cards, documents or stamps
- **damage** to contact, corneal, or micro corneal lenses
- **damage** caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost
- **damage** arising out of faulty design, specification, workmanship or materials
- **damage** from mechanical or electrical faults or breakdown
- **damage** caused by dryness, dampness, extremes of temperature and exposure to light
- any loss or **damage** caused by or contributed to, by or arising from any kind of pollution and/or contamination.

### 20. Subsidence to Contents

Cover is extended to include subsidence, ground heave and landslip of any part of the site on which the **property** stands excluding:

- the first £1,000 of each loss at each separate **Premises** after the application of any condition of **Average**
- **damage** resulting from:
  - a) defective design, specification, workmanship or the use of defective materials
  - b) the normal settlement or bedding down of new structures
  - c) the settlements or movements of made up ground
  - d) coastal or river erosion
  - e) fire, subterranean fire, explosion or earthquake
  - f) escape of water from any tank, apparatus or pipe, pond or pool
- **damage** occurring as a result of demolition, construction, structural alteration or repair of any property or groundwork or excavations being carried out on the **Premises** or any adjoining **building**
- **damage** for which compensation has been provided or would have been (but for the existence of this insurance) under any contract, guarantee, byelaw or legislation
- **damage** which commenced prior to the inception of this Section

In respect of subsidence, ground heave and landslip, this policy shall cease to be in force if the risk is increased by reason of demolition, groundwork, excavation or construction being carried out on the same or adjoining site.

### 21. Part Property

It has been advised and agreed that **We** are not insuring the whole **building**, **We** are only insuring the part of the **property** declared to **Us**.

**Our** liability is limited to the percentage the declared **property** bears to the whole **building**.

**Our** maximum liability is the Sum Insured declared on the schedule.

### 22. Flood exclusion Clause

Section One (Buildings) and Section Four (Contents) of this insurance do not cover loss or **damage** caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in insured perils 5 & 6 of Sections One and Four.

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## Endorsements (continued)

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### 23. Storm exclusion Clause

Section One (Buildings) and Section Four (Contents) of this insurance do not cover loss or **damage** caused by storm as shown in insured perils 5 of Sections One and Four.

### 24. Theft exclusion Clause

Section One (Buildings) and Section Four (Contents) of this insurance do not cover loss or **damage** caused by theft or attempted theft as shown in insured perils 3 of Sections One and Four

### 25. Burst Pipes Maximum Loss Limit

It is hereby noted that cover under Section one (buildings) Peril 6 "escape of water from any tank, apparatus or pipe" and Section four (contents) Peril 6 "escape of water from any tank, apparatus or pipe" is limited to a maximum loss cover of £2,500 for the initial (first) 30 days of this policy, but only in respect of **damage** and any resultant **damage** caused by either frost or the freezing of water or fuel.

### 26. Increased Storm Excess Clause (£500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £500 in respect of the following sections:

Section one (Buildings) Peril 5 "Storm or flood" and Section four (Contents) Peril 5 "Storm or flood" but only in respect of incidents of Storm. The flood **excess** remains as per the Policy wording.

### 27. Increased Storm Excess Clause (£1000)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £1000 in respect of the following sections:

Section one (Buildings) Peril 5 "Storm or flood" and Section four (Contents) Peril 5 "Storm or flood" but only in respect of incidents of Storm. The flood **excess** remains as per the Policy wording.

### 28. Increased Flood Excess Clause (£500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £500 in respect of the following sections:

Section one (Buildings) Peril 5 "Storm or flood" and Section four (Contents) Peril 5 "Storm or flood" but only in respect of incidents of Flood. The storm **excess** remains as per the Policy wording.

### 29. Increased Flood Excess Clause (£1000)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £1000 in respect of the following sections:

Section one (Buildings) Peril 5 "Storm or flood" and Section four (Contents) Peril 5 "Storm or flood" but only in respect of incidents of Flood. The storm **excess** remains as per the Policy wording.

### 30. Waste Warranty

It is a condition precedent to liability that:

- 1) Any oil, grease or flammable solvent contaminated rags, wipes and cleaning cloths within the **Premises** must be
  - a) Kept in metal receptacles with closed metal lids and,
  - b) removed from the **buildings** at the end of each working day or shift.

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## Endorsements (continued)

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- 2) All combustible waste materials (including trade waste, refuse, sawdust, shavings and recyclable materials) must be
  - a) removed from floors, work surfaces and under or on machinery at the end of each day and,
  - b) Removed from the **Premises** at the end of each working day or shift
- 3) Waste should be stored at least four metres away from the **buildings** in a locked metal container prior to removal.

### 31. Deep Fat Fryer Warranty

It is warranted that:

- a) all deep fat frying equipment must be fitted with a thermostat which will prevent the temperature of the fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit)
- b) all deep frying equipment including flues and exhaust ducting are free from contact with combustible materials
- c) all extraction hoods, canopies, filters and grease traps should be cleaned at least once per month
- d) extraction ducts, including extraction motors and fans should be cleaned at least once every six months
- e) there is at least one fire extinguisher being either 9 litre foam or a 4.5Kg dry powder extinguisher in the immediate vicinity of the cooking equipment
- f) during deep frying and cooking operations no equipment is left unattended or unsupervised.

### 32. Flood Definition Clause

For the purpose of this policy the definition of flood is deemed to be "An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and/or the overflowing of water onto land that is dry arising as a direct consequence of heavy rain, storm or tempest".

### 33. Increased Malicious Damage Excess Clause (£500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £500 in respect of the following sections:

Section one (Buildings) Peril 2 "Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons" and Section four (Contents) Peril 2 "Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons".

### 34 Increased Theft Excess Clause (£500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £500 in respect of the following sections:

Section one (Buildings) Peril 3 "Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **Buildings**" and Section four (Contents) Peril 3 "Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **Buildings**".

### 35. Contractors Exclusion Clause

This insurance does not cover loss, **damage** or liability arising out of the activities of contractors

### 36. Unoccupied Warranty

It is a condition precedent to liability that when any **building** (or part thereof) are untenanted or unoccupied

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting, heating or alarm systems which are to remain in operation for security or fire protection purposes)

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## Endorsements (continued)

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- b) all water, tanks, apparatus, pipes and heating systems other than those connected to automatic sprinkler systems must be drained down
  - c) all reasonable precautions are taken to ensure that the **buildings** are secure against entry by intruders including
    - (i) securely locking and fastening all doors and windows,
    - (ii) any letter boxes being sealed,
    - (iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
  - d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
  - e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **buildings** becoming unoccupied
  - f) the **buildings** must be inspected at least once every 7 days by the Insured or the Insured's nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
  - g) notice is to be given to **Insurers** when any untenanted or unoccupied **building** (or part thereof) is again occupied
- Insurers** shall not be liable for any **damage** or **injury** arising out of or in connection with any works of alteration, demolition, refurbishment or renovation.

### 37. Boarded Property Warranty

It is a condition to liability that the **property** is either boarded and secured against entry or that each entry point is shuttered, and any windows are secured by bars or grilles, sufficient to prevent access to the **premises**. **We** will allow 90 days from first date of cover to allow for this warranty to be complied with.

#### 37a. Boarded Property Warranty

It is a condition to liability that the **property** is either boarded and secured against entry or that each entry point is shuttered, and any windows are secured by bars or grilles, sufficient to prevent access to the **premises**.

#### 37b. Boarded Property Condition

It is a condition precedent to liability that the **building(s)** is either boarded externally using a minimum of 19mm thickness shuttering grade plywood adequately braced and secured to prevent forced entry or that each entry point is protected by metal shutters and any windows are secured by metal bars or grilles, sufficient to prevent access to the **premises**. If the **building** does not already comply with this condition, **we** will allow 90 days from the inception date of the insurance cover for this condition to be complied with. If after this period this has not been complied with **we** will cease to provide any cover for the **premises** and cancel the policy at expiry of the 90th day issuing a return premium for the unexpired portion of the policy.

It is hereby noted and agreed the following is added to the section General Conditions applicable to the whole of this insurance

#### 37c. Boarded Property Condition

It is a condition precedent to liability that the **building(s)** is either boarded externally using a minimum of 19mm thickness shuttering grade plywood adequately braced and secured to prevent forced entry or that each entry point is protected by metal shutters and any windows are secured by metal bars or grilles, sufficient to prevent access to the **premises**.

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## Endorsements (continued)

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### 38. Increased Flood Excess Clause (£2500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £2500 in respect of the following sections:

Section one (Buildings) Peril 5 “Storm or flood” and Section four (Contents) Peril 5 “Storm or flood” but only in respect of incidents of Flood. The storm **excess** remains as per the Policy wording.

### 39. Increased Escape of Water Excess Clause (£1500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £1500 in respect of the following sections:

Section one (Buildings) Peril 6 “Escape of water from any tank, apparatus or pipe” and Section four (Contents) Peril 6 “Escape of water from any tank, apparatus or pipe”.

### 40. Increased Escape of Water Excess Clause (£500)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £500 in respect of the following sections:

Section one (Buildings) Peril 6 “Escape of water from any tank, apparatus or pipe” and Section four (Contents) Peril 6 “Escape of water from any tank, apparatus or pipe”.

### 41. Increased Escape of Water Excess Clause (£1000)

It is hereby noted that the standard **excess** of £250 stated in the Policy wording is increased to £1000 in respect of the following sections:

Section one (Buildings) Peril 6 “Escape of water from any tank, apparatus or pipe” and Section four (Contents) Peril 6 “Escape of water from any tank, apparatus or pipe”.

### 42. Escape of Water Exclusion Clause

Section One (Buildings) and Section Four (Contents) of this insurance do not cover loss or **damage** cause by Escape of water from any tank, apparatus or pipe as shown in insured perils 6 of Sections One and Four.

### 43. Residential Let Cover Clause

It has been advised and agreed that the residential parts of the **Premises** are let and occupied under a current residential lease agreement. For the declared occupied residential parts of the **Premises** cover is increased to include the following insured perils in respect of Section One (Buildings) and Section Four (Contents) Peril numbers 1,2,3,4,5,6,7,8,9,10 (unless any of the items are specifically excluded by endorsement)

### 44. Residential Let Loss of Rent Extension

It has been advised and agreed that the residential parts of the **Premises** are let and occupied under a current residential lease agreement. For the declared occupied residential parts of the **Premises** only cover is increased to include Loss of Rent cover under this endorsement.

What is covered

1. Loss of rent due to **you** which **you** are unable to recover
2. Additional costs of alternative accommodation substantially the same as **your** existing accommodation, which **you** have to pay for while the **buildings** cannot be lived in following loss or **damage** which is covered under Section One

**We** will not pay

- a) any amount over 20% of the Sum Insured for the **buildings** damaged or destroyed
- b) for loss of rent arising from the tenants leaving the **buildings** without giving **you** notice
- c) for rent the tenants have not paid

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## Endorsements (continued)

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- d) for loss of rent to any **buildings** that were unoccupied immediately before the insured event giving rise to a claim
- e) for loss of rent or any other expenses **you** must pay to the letting agent
- f) loss of rent arising from any part of the **building** that is used for anything other than domestic accommodation
- g) for loss of rent after the **building** is fit to be let out
- h) for loss of rent for more than 12 months

### 45. Malicious Damage by Tenant

It is hereby noted and agreed that under Section One (Buildings) and Section Four (Contents), the exclusions under Peril 2 "Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons" in respect of the let and occupied residential parts of the **premises** are deleted and replaced with the following:

#### Excluding damage

- Occasioned by or happening through confiscation or destruction, seizure or requisition by the government or any public authority
- More than £5,000 where malicious damage is caused by a person lawfully allowed in the **premises**

### 48. Untenanted or Unoccupied Glass Cover Maximum Loss Limit £1,000

It is hereby noted that any cover provided for **damage** to solar panels, fixed glass and double glazing (including the cost of replacing frames) under Section One (Buildings) is limited to a maximum loss of £1,000 in any period of insurance, while the **premises** is untenanted or unoccupied, for the following:

- Insured Peril 2. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
- Insured Peril 3. Theft or attempted theft following upon or followed by forcible and violent entry to or exit from the **buildings**.

### 49. Subsidence

The insured Perils by Section One are extended to include "Subsidence or heave of the site upon which the **building** stands or landslide"

#### Excluding

- a. **damage** to such **building** or any part thereof whilst in course of erection or undergoing demolition, structural alteration or structural repair
- b. **damage** to fences, walls and gates unless the **buildings** are damaged at the same time
- c. **damage** resulting from the bedding down of newly erected structures or the settlement or movement of made up ground or the compaction of infill
- d. **damage** due to defective designs or workmanship or the use of defective materials
- e. the first £2,500 of any claim

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## Endorsements (continued)

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### 50. Emergency Access

**We** will indemnify **you** for the costs incurred following **damage** to the insured **premises** or destruction to external landscaping caused by the emergency services or persons acting under their control in gaining access to the insured **premises** as a result of concern for the welfare of the tenant(s) or to mitigate **damage** to the **premises** caused by an insured Peril under Section One – Buildings What is covered. Subject to an aggregate maximum of £5,000 in any one period of insurance.

This extension shall not include any costs incurred following **damage** caused by the police in the course of any criminal investigation or as a result of unlawful activities at the **premises** or occurring elsewhere.

### 51. Structural work on Premises

It has been specifically noted that **you** have declared **you** will be completing structural work on the **premises** during the period of insurance. This endorsement confirms that no cover will be in force for any part of the **building** that is either being constructed or structurally worked on until ALL the construction work at the **premises** is completed. **You** must advise **us** as soon as the construction work is fully completed along with the correct rebuilding value of the **building** including this new construction work. **We** will alter **our** records from the date **you** contact **us** and provide the additional cover for the completed works from that date. Please note **we** recommend that **you**:

- Confirm with the contractor he has suitable Public Liability in place as the Contractors Exclusion Clause will still be applied and is unaffected by this endorsement.
- Make sure **your** contractor has a Contractor All Risks policy in force to provide cover for all the structural works until it is fully completed.

For any advice on these recommendations – please ask **your** broker.

### 52. Northern Ireland Exclusion

**We** will not pay for **damage** to any **property** in Northern Ireland or loss resulting, caused by or happening through, or as a result of;

- a. civil commotion or
- b. any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of, or in connection with, any “Unlawful Association”;

For the purposes of this exclusion;

- i. “Unlawful Association” means any organisation which is engaged in “Terrorism” and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Criminal Damage (Compensation)(Northern Ireland) Order 1977.
- ii. “Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

In any action, suit or other proceedings where insurers allege that by reason of the provisions of this exclusion any **damage** is not covered by this policy the burden of proving that such damage is covered shall be upon the **insured**. This overriding exclusion applies to this policy and to any policy extension, unless such extension expressly cancels this overriding exclusion.

### 53. Sanctions Clause

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



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## Endorsements (continued)

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### 54. Burglar Alarm Condition (Bells Only)

It is a condition of this insurance that:

- The **building** is protected by a burglar alarm, minimum standard of security being a bells only alarm system which is maintained under an annual maintenance contract
- The burglar alarm must be in full and effective operation when the **building** is left unattended

If **you** fail to comply with this condition **we** will not pay for **your** loss or **damage** under any of the following covers:

- Section One - Buildings, What is covered, item 1, "fire, lightning, explosion or earthquake"
- Section One - Buildings, What is covered, item 6, "theft or attempted theft"
- Section One - Buildings, What is covered, item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously"
- Section Two - Contents, What is covered, item 1, "fire, lightning, explosion or earthquake"
- Section Two - Contents, What is covered, item 6, "theft or attempted theft"
- Section Two - Contents, What is covered, item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

### 55. Burglar Alarm Condition (Keyholder Response)

It is a condition of this insurance that:

- The **building** is protected by a burglar alarm, minimum standard of security being a NSI or NACOSS approved CENTRAL STATION alarm system which is monitored and maintained under an annual contract
- The burglar alarm must be in full and effective operation when the **building** is left unattended
- The alarm system must signal to the central station who in turn contact the key holders.

If **you** fail to comply with this condition **we** will not pay for **your** loss or **damage** under any of the following covers:

- Section One - Buildings, What is covered, item 1, "fire, lightning, explosion or earthquake"
- Section One - Buildings, What is covered, item 6, "theft or attempted theft"
- Section One - Buildings, What is covered, item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously"
- Section Two - Contents, What is covered, item 1, "fire, lightning, explosion or earthquake"
- Section Two - Contents, What is covered, item 6, "theft or attempted theft"
- Section Two - Contents, What is covered, item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

### 56. Burglar Alarm Condition (Police Response)

It is a condition of this insurance that:

- The **building** is protected by a burglar alarm, minimum standard of security being a NSI or NACOSS approved CENTRAL STATION alarm system which is monitored and maintained under an annual contract.
- The burglar alarm must be in full and effective operation when the **building** is left unattended
- The alarm system must signal to the central station who in turn contact the police.

If **you** fail to comply with this condition **we** will not pay for **your** loss or **damage** under any of the following cover

- Section One - Buildings, What is covered, item 1, "fire, lightning, explosion or earthquake"
- Section One - Buildings, What is covered, item 6, "theft or attempted theft"
- Section One - Buildings, What is covered, item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously"

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## Endorsements (continued)

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- Section Two - Contents, What is covered, item 1, “fire, lightning, explosion or earthquake”
- Section Two - Contents, What is covered, item 6, “theft or attempted theft”
- Section Two - Contents, What is covered, item 8, “any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously”.

### 57. Unoccupied Definition Clause

For the purpose of this policy the definition of unoccupied is deemed to be “The **property** is considered to be unoccupied when it has been empty or not in use for more than 30 consecutive days”

### 58. Use of Heat Condition

It is a condition precedent to the liability of Underwriters in respect of loss, damage or liability caused by fire that **you** must advise the tenant of the following and the consequences of non compliance:

1. The tenant or their appointed person is responsible for safety and for seeing that precautions are taken.
2. The tenant or their appointed person shall examine all **property** in the vicinity including the area on the other side of any wall or partition, to ensure that no combustible material is in danger of ignition either directly or indirectly by heat.
3. The area shall be cleared of all moveable and/or combustible materials to a reasonable distance of not less than five metres from the point of application of heat. Combustible materials that cannot be moved must be covered and fully protected by screens of non-combustible material.
4. The tenant or their appointed person shall work alongside the operative(s) using equipment and shall have available for immediate use at least one fire extinguisher.
5. The lighting of all blow lamps, blowtorches, cutting equipment and any other equipment used for the application of heat shall be carried out strictly in accordance with the manufacturers’ instructions and no piece of lighted equipment shall be left unattended.
6. Gas cylinders not required for immediate use shall be kept outside the **building** in which the work is taking place and at least fifteen metres from the point of application of heat.
7. Upon completion of the application of heat a continuous examination for a period of one hour shall be made of the immediate vicinity of the work (within fifteen metres) and the area on the other side of any wall or partition to ensure that there is no risk of fire.

For **your** own protection we would strongly suggest that **you** obtain **your** tenants acceptance in writing that he is aware and will comply with the terms stated in this condition

#### Failure of **you** to advise the tenant and obtain his agreement to this condition

Should **you** fail to advise the tenant of this condition any claim(s) in respect of **damage** caused by fire that directly result from non compliance of this condition will not be covered.

#### Failure of the tenant to comply

If the tenant is aware of these conditions and fails to comply with them any valid claims caused by fire that directly result from non compliance of this condition will initially be Paid to **you** but the **insurer** will look for reimbursement of these costs paid from the tenant

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## Endorsements (continued)

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### 59. Subsidence to Contents

Section Four (Contents) is extended to include subsidence, ground heave and landslip of any part of the site on which the **property** stands excluding:

- the first £2,500 of each loss at each separate **premises** after the application of any condition of **average**
- **damage** resulting from:
  - a. defective design, specification, workmanship or the use of defective materials
  - b. the normal settlement or bedding down of new structures
  - c. the settlements or movements of made up ground
  - d. coastal or river erosion
  - e. fire, subterranean fire, explosion or earthquake
  - f. escape of water from any tank, apparatus or pipe, pond or pool
- **damage** occurring as a result of demolition, construction, structural alteration or repair of any property or groundwork or excavations being carried out on the **premises** or any adjoining **building**
- **damage** for which compensation has been provided or would have been (but for the existence of this insurance) under any contract, guarantee, byelaw or legislation
- **damage** which commenced prior to the inception of this Section

In respect of subsidence, ground heave and landslip, this policy shall cease to be in force if the risk is increased by reason of demolition, groundwork, excavation or construction being carried out on the same or adjoining site.

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## Complaints Procedure

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See policy schedule for complaints procedure

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

If **We** are not able to meet **Our** liabilities under this insurance, **You** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). **You** can get more information from the FSCS by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)









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