

## Useful Telephone Numbers

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**Claims Helpline** (24 hours)

**0500 114477**

The Claims helpline can be used by anyone wishing to report a claim on any of Norwich Union Insurance's new commercial insurance products. As soon as you know about the problem you face – we will start to put the solutions in place.

**Legal and Tax Helpline** (24 hours)

**0845 3001899**

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free – all you pay for is the price of the call.

**Risk Services Helpline** (office hours)

**0845 366 66 66**

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

Please have your policy number ready

## Online Information

Product Website

For useful information and assistance in managing your property portfolio visit:

[www.norwichunion.com/landlord](http://www.norwichunion.com/landlord)

USERNAME: landlord

PASSWORD: yellow

\* For our joint protection telephone calls may be recorded and/or monitored

## **Introduction**

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Thank You for choosing Norwich Union Insurance as Your insurer.

This is Your Residential Property Owners policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your original proposal and from Our own records.

If after reading Your policy You have any questions, please contact Your insurance adviser.

# Contents

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This policy is made up of individual Sections. The booklet should be read together with Your current Schedule for precise details of Your insurance protection.

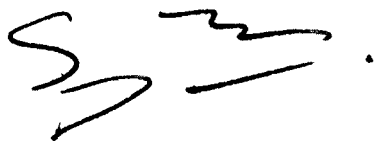
	Pages
<b>The Contract of Insurance</b>	4
Our promise to You	
<b>Our Service to You</b>	5
What to do if You have a complaint	
<b>Compensation Scheme / Choice of Law</b>	6
<b>Policy Definitions</b>	7–9
Asset Protection – Property Damage	10–18
Revenue Protection – Loss of Rent and Alternative Accommodation Expenses	19
Legal Liabilities – Employers Liability	20–22
– Public and Products Liability	23–29
<b>Policy Exceptions</b>	30–32
<b>Policy Conditions</b>	33–35
<b>Special Endorsements</b>	36

## The Contract of Insurance

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Your policy is a contract between Us, Norwich Union Insurance and You, the Policyholder. The signed proposal form and/or information provided by You which You have accepted will be the basis of the contract. In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury occurring during the Period of Insurance, subject to the terms and exceptions contained in or endorsed on the policy.

On behalf of Norwich Union Insurance.



Simon Machell  
Chief Executive, Norwich Union Insurance

### IMPORTANT

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant please ask Your insurance adviser or local Norwich Union Insurance office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Us, or Your insurance adviser when You renew this policy.**



### Aviva Insurance Limited

**General Insurance** PO Box 6, Surrey Street Norwich NR1 3NS  
Registered in Scotland No 2116. Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH  
An Aviva Company. Authorised and regulated by the Financial Services Authority.

## Our Service to You

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Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

### What will happen if You complain?

- (1) We will acknowledge Your complaint within 2 working days of receipt.
- (2) We aim to resolve complaints within 5 working days.
- (3) Once an assessment and full investigation of Your concerns has been made, We will respond with a decision.

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquires are needed. If this is likely, We will contact You with an update and give You an expected date of response. This will not be beyond 20 working days from when You first made Your complaint.

If You remain unhappy with the decision You receive from the local branch You may write to the Chief Executive. If You are dissatisfied with Our final decision, You can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider Your complaint if You have given Us the opportunity to resolve it and You are a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, We do not resolve Your complaint within 40 working days, the FOS will accept a direct referral. Please follow the steps below.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

### What should I do?

The steps You should take if dissatisfied

**Step 1 Seek resolution by Your insurance adviser or usual Norwich Union point of contact.**

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

**Step 2 Refer Your complaint to Our Chief Executive.**

If You remain unhappy with the decision You receive, please write with full details including policy number and/or claim number, to:-

The Chief Executive  
Norwich Union Insurance  
Surrey Street  
Norwich  
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

**Step 3 Refer Your complaint to the Financial Ombudsman Service.**

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at the address below. Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

Financial Ombudsman Service, South Quay Plaza  
183 Marsh Wall, London E14 9SR  
Telephone: 08450 801800

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet Our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim. For other classes of insurance, advising and arranging is covered for 100% of the first £2000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case

Further information about compensation scheme arrangements is available from the FSCS.

## **Choice of Law**

The appropriate law as set out below will apply unless You and Us agree otherwise:

1. The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named policyholder lives; or
2. In the case of a business, the law applying to that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

## Policy Definitions

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Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy e.g. Employee. except for headings and titles.

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following policy definitions.

### **Computer and Electronic Equipment**

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### **Condition Precedent**

A condition which must be complied with before We are to be liable for a claim.

### **Contents of Communal Areas**

Carpets, domestic furniture and furnishings other than Valuables, gardening equipment and furniture, deeds or documents belonging to You or for which You are responsible whilst contained within the Residential Building or within any office but not within any Residential Unit.

### **Contents of Residential Units**

Carpets, domestic furniture and furnishings other than Valuables belonging to You for which You are responsible whilst contained in any Residential Unit.

### **Cyber Vandal**

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

### **Data**

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### **Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

### **Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

### **Employee**

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme

## Policy Definitions continued

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(7) regarded as being in Your employment under the terms of any contract or agreement

(8) a voluntary helper

while working under Your control in connection with The Business

(9) an outworker or homeworker when engaged in work on Your behalf.

### **Endorsement/Endorsements**

An alteration to the terms of the policy.

### **Excess/Excesses**

The amount or amounts shown in Your policy or the Schedule which We deduct from each and every claim

### **Failure**

Any partial or complete reduction in the

(1) performance, or

(2) availability, or

(3) functionality, or

(4) the ability to recognise or process any date or time,

of any

(a) Computer and Electronic Equipment,

(b) electronic means of communication,

(c) web site.

### **Loss of Data**

Physical or electronic or other loss or destruction or alteration or loss of, use whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

### **Malicious Contingency**

(1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.

(2) malicious persons other than thieves and Cyber Vandals.

### **Money**

Current

(1) coin, bank and currency notes

(2) postal and money orders, bankers' drafts, cheques and giro cheques

(3) crossed warrants, bills of exchange and securities for money

(4) postage, revenue, national insurance and holiday with pay stamps

(5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions

(6) credit company sales vouchers, luncheon vouchers and trading stamps

(7) VAT invoices.

### **Period of Insurance**

From the effective date until the expiry date shown in the Schedule and any subsequent period for which We accept payment for renewal of this policy

### **Property Insured**

Property Insured as detailed in the Schedule

### **Resident**

The owner, tenant or lessee of any Residential Unit and any member of his/her family permanently residing with him/her.

## Policy Definitions continued

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### Residential Building

The building belonging to You or for which You are responsible, all within The Premises including:

- (1) landlord's fixtures and fittings
- (2) domestic outbuildings and garages
- (3) swimming pools and hard tennis courts
- (4) terraces, patios, driveways, footpaths, walls, fences, gates and hedges
- (5) interior decorations
- (6) telecommunications aerials, aerial fittings and masts
- (7) car parks, cess pits, septic tanks
- (8) squash courts, gymnasias used by Residents for domestic and leisure purposes

Unless described differently in the Schedule, the building other than domestic outbuildings and garages are built of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos.

### Residential Unit

Any individual self contained living area within any Residential Building.

### Schedule

The document which specifies details of the Policyholder, The Premises, Property Insured and any Excess(es), Endorsements and Conditions Precedent applying to the policy.

### Specified Contingency

fire  
lightning  
explosion  
aircraft and other aerial devices or articles dropped from them  
earthquake  
storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

### The Business

Activities directly connected with The Business specified in the Schedule including the routine repair, maintenance and decoration of the Residential Building or the Residential Unit.

### The Premises

The Premises as specified in the Schedule

### Unoccupied

If any Residential Building is not being lived in by anyone with Your permission for more than 45 consecutive days.

### Value

The amount of money You would have received by selling the article or property immediately prior to the loss or damage

### Valuables

Items composed of precious metals or precious stones, jewellery, watches, furs, curios, works of art and Money

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

### We/Us/Our/NU/Norwich Union Insurance

Aviva Insurance Limited

### You/Your/Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the Schedule as Policyholder.

# Asset Protection

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## Property Damage Section

### Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section

#### **Bodily Injury**

Bodily Injury by violent and visible means, which directly and independently of any other cause, results in death or disablement.

#### **Damage**

Loss, destruction or damage.

#### **Insured Person**

You or Your directors, partners or employees aged between 16 and 65.

#### **Property Damage Excess**

The amount (or amounts) shown in the Schedule which We will deduct from each and every claim at each separate premises in respect of contingencies 1 to 14 and 16 to 17.

## Cover

We will provide indemnity in respect of Damage caused by the following contingencies to the items specified in the Schedule.

We will not provide indemnity in respect of the Property Damage Excess

### Contingencies

- (1) Fire
- (2) Lightning
- (3) Earthquake
- (4) Explosion
- (5) (a) aircraft  
(b) other aerial devices  
or articles dropped from them.
- (6) Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances
- (7) Malicious persons other than thieves

We will not provide indemnity in respect of Damage to any

- (a) Unoccupied Residential Building
- (b) Contents of a Residential Unit whilst Unoccupied

- (8) Storm or flood

We will not provide indemnity in respect of Damage

- (a) due only to any change in water table level
- (b) by frost
- (c) by subsidence, ground heave or landslip

## Asset Protection continued

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- (9) Escape of water from any tank, apparatus or pipe

We will not provide indemnity in respect of Damage to any

- (a) Unoccupied Residential Building
- (b) Contents of a Residential Unit whilst Unoccupied

- (10) Falling trees or branches or radio/tv aerials.

We will not provide indemnity in respect of Damage caused

- (a) by subsidence, ground heave or landslip
- (b) by felling, lopping or pruning of trees
- (c) fences, gates and hedges

- (11) Impact by any road vehicle, train or animal

- (12) Leakage of oil from any fixed heating installation

We will not provide indemnity in respect of Damage to any

- (a) Unoccupied Residential Building
- (b) Contents of a Residential Unit whilst Unoccupied

- (13) Theft or attempted theft

We will not provide indemnity in respect of Damage

- (a) caused by You or Your family or an Employee
- (b) caused by any Resident or his/her guest
- (c) to any Unoccupied Residential Building
- (d) due to theft or attempted theft of gardening equipment or furniture when in the open, or from a building unless violent means are used to gain entry or exit from the building

- (14) Breakage or collapse of television and radio aerials, aerial fittings, masts or satellite dishes.

- (15) Accidental breakage of Glass and Sanitary Fixtures

- (a) fixed glass in windows, doors, fanlights, sky-lights, conservatories and solar panels

- (b) (i) washbasins, pedestals, baths, sinks
- (ii) lavatory bowls, bidets, cisterns
- (iii) shower trays, splashbacks

- (c) (i) fixed glass in furniture
- (ii) fixed glass in mirrors
- (iii) glass in shelves
- (iv) ceramic hobs and cooker tops where Contents of Residential Units are insured

- (1) We will not provide indemnity for breakage in any Unoccupied Residential Building.

- (2) We will not provide indemnity for breakage

- (a) resulting from corrosion, wear and tear and depreciation

- (b) scratching

- (c) in transit or while being fitted

- (d) caused by workmen carrying out alterations or repairs to The Premises

## Asset Protection continued

- (16) Subsidence of, or ground heave of the site on which the Residential Building stands or landslip

We will not provide indemnity in respect of

(a) Damage caused by

- (i) collapse, cracking, shrinkage or settlement of any building
- (ii) coastal or river erosion
- (iii) defective design or inadequate construction of foundations
- (iv) demolition, structural alteration or repair or groundworks or alterations
- (v) bedding down of new structures or settlement of newly made up ground

(b) Damage to

- (i) swimming pools and/or hard tennis courts
- (ii) terraces, patios, driveways, footpaths
- (iii) walls, fences, gates and hedges
- (iv) car parks, cess pits, septic tanks unless there is Damage to the main building to which such property applies and that building is insured by this Section.

- (c) Damage as a result of the movement of solid floor slabs unless there is Damage to the foundations beneath the exterior walls of the Residential Building at the same time.

(d) The Subsidence Excess

- (17) All other accidental damage to the Residential Building and Contents of Communal Areas

We will not provide indemnity in respect of

- (a) the cost and maintenance and normal redecoration

(b) Damage caused by:

- (i)
  - gradual deterioration or wear and tear
  - corrosion, rust, rot or fungus
  - vermin or insects
  - atmospheric or climatic conditions
  - normal settlement or shrinkage
  - domestic pets
  - subsidence, heave or landslip
  - pollution or contamination
- (ii) faulty workmanship, defective design or the use of defective materials
- (iii) any of the exceptions applying to contingencies 1–16 of this Section
- (iv) nipple or joint leakage or failure of welds cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only, or any associated piping
- (v) mechanical or electrical breakdown

(c) Damage to any

- Unoccupied Residential Building,
- Contents of a Residential Unit whilst Unoccupied

## Asset Protection continued

### Clauses

The following clauses apply to both Buildings and Contents items where insured.

#### (1) Additions or Extensions

We will provide cover for additional buildings, extensions or other alterations to the Residential Building anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man from the time that You become responsible for such items which are not already insured elsewhere.

The maximum that We will pay is 10% of the Residential Building Sum Insured.

You must

- (a) provide Us with details of such additions or extensions as soon as possible, but in any event prior to the renewal date
- (b) specifically insure these additions or extensions with Us from the date Our liability started.

We will not provide indemnity for:

- (i) property insured under any other insurance
- (ii) any increase in value of the original Residential Building.

#### (2) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We give You written notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

#### (3) Changing Locks

We will pay for the replacement of locks and keys at The Premises if the keys of such locks have been stolen from

- (a) The Premises
- (b) Your business premises or the business premises of any person authorised by You
- (c) The home of any person authorised by You
- (d) You in Your custody or that of any person authorised by You following robbery or attempted robbery.

The maximum We will pay for any one loss is £2,500

#### (4) Claims Settlement

Following Damage caused by any contingency insured by this Section to

- (a) the Residential Building

We can choose to

- (i) pay for the rebuilding or repair

or

- (ii) make a monetary payment.

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear or depreciation.

We will not provide indemnity for any reduction in market value

The maximum amount We will pay will be the Sum Insured adjusted to take account of the

- index linking condition
- additions or extensions clause

- (b) Contents of Communal Areas

We will pay for

- (i) the cost of repair if any contents are damaged  
or
- (ii) replacement as new if any contents are lost or destroyed.

The maximum We will pay will be the Sum Insured stated in the Schedule.

The following limits apply for each and every loss:

- (a) deeds or documents £1,000
- (b) articles of antique furniture (unless specified separately on the Schedule) £1,000
- (c) gardening equipment or furniture £5,000

- (c) Contents of Residential Units

We will provide indemnity for

- (i) the cost of repair if any contents are partially damaged or
- (ii) replacement as new if any contents are lost or destroyed

## Asset Protection continued

If, following Damage an item can be repaired but the repair is not carried out We will pay the reduction in value of the item as a result of the Damage but not more than the estimated cost of repair.

If at the time of Damage the Sum Insured is less than the cost of rebuilding as new, payment will be made after a deduction for any wear or depreciation.

The maximum We will pay will be the Sum Insured, adjusted to take account of the Index Linking condition.

### (d) Money and Assault

- (i) We will pay weekly compensation at 4 weekly intervals
- (ii) compensation for contingency (iv) is paid for a maximum of 2 years from the date the disablement started. It is paid in addition to any other compensation which may be payable for the same injury
- (iii) compensation is only payable for one of the benefits (i) to (iii).

### (5) Clearance of Drains

We will pay reasonable costs incurred to clear drains, gutters, and sewers owned by You or for which You are responsible as a result of Damage occurring to the Residential Building as insured under this section, up to a maximum amount of £1,000 any one loss.

### (6) Debris Removal

The Sum Insured for each item, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage incurred under this Section.

We will not provide indemnity in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section.
- (c) more specifically insured.

### (7) European Union & Public Authorities

Following Damage to any items on buildings We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (a) European Community Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority.

We will not provide indemnity in respect of

- (1) costs incurred
  - (a) in respect of Damage not insured by this Section
  - (b) where notice was served on You before the Damage occurred
  - (c) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to Your needs but this must not increase Our liability.

If Our liability under this Section is reduced by the application of any terms or conditions of this policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one claim is

- (a) 15% of the item Sum Insured

or

- (b) where the Sum Insured applies to property at more than one premises, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

## Asset Protection continued

### (8) Landscaped Gardens

We will pay for Damage to landscaped gardens caused by emergency services while attending the Residential Building as a direct result of Damage insured by this Section.

The maximum We will pay is £25,000 in any one Period of Insurance.

### (9) Loss of Metered Utility Supplies

We will pay for the cost of metered water, gas, oil and electricity for which You are responsible as a result of Damage as insured by this Section, occurring to the Residential Building insured by this Section up to a maximum of £5,000 any one loss.

### (10) Money and Assault

#### Cover

We will pay for loss of Money up to the following amounts

	Limit any one loss
(a) any single loss of business Money	
(i) in transit	£2,000
(ii) in bank night safes and afterwards within bank premises until at the bank's risk	£2,000
(iii) in Your home or the home of any Employee, partner or director	£500
(b) any single loss in respect of crossed cheques, crossed postal or money orders, crossed bankers drafts, stamped national insurance cards	£250,000

We will not pay for

- (1) losses due to the dishonesty of You, Your Employees, partners or directors
  - (a) not discovered within 7 working days of the loss
  - (b) where a more specific insurance is in force, except for any amount in excess of that insurance
- (2) shortages due to clerical or accounting errors
- (3) loss of Money from unattended vehicles
- (4) loss or Damage outside Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man

#### Assault Cover

We will pay

- (a) the compensation stated below to You for Bodily Injury to an Insured Person caused by the theft or attempted theft of Money, which happens in the course of The Business and resulting in the following contingencies
 

(i) death	£10,000
(ii) total and permanent loss of sight in one or both eyes	£10,000
(iii) loss of one or both limbs	£10,000
(iv) total disablement which prevents the Insured Person from pursuing their normal occupation	£100 per week
(v) reimbursement of incurred medical expenses	up to £250
- (b) up to £250 in respect of such Insured Person for Damage to their personal effects following an attempted theft to steal Money covered by this clause

## Asset Protection continued

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### (11) Professional Fees

The Sum Insured for each building item, includes an amount for professional fees necessarily incurred in reinstating or repairing the Property Insured, following Damage insured under this Section.

We will not provide indemnity in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim

### (12) Risk Protection Replacement Costs

We will pay reasonable costs incurred by You for re-filling fire extinguishing appliances, replacing used sprinkler heads and having fire, burglar alarms and closed circuit television equipment re-set solely as a result of Damage occurring to the Residential Building.

### (13) Temporary Removal

We will pay for Damage to Contents of Residential Units and Contents of Communal Areas while Temporarily removed from The Premises to anywhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for the purpose of The Business.

The maximum We will pay is £5,000 in any one Period of Insurance.

### (14) Trace and Access

We will pay reasonable costs and expenses incurred with Our consent

- (a) in locating the actual source of Damage to the Residential Building
- (b) repairs directly arising from (a)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation.

We will not provide indemnity for costs or expenses incurred where Damage results solely from a change in the water table level.

The maximum We will pay is £25,000 in any one Period of Insurance.

### (15) Mortgage and Other Interests

The interest is noted in respect of any Residential Building or Residential Unit of all parties who have an interest in such property.

In addition, the rights of any mortgagee or lessor shall not be prejudiced by any act of any mortgagor, lessee or occupier of any Residential Building or Residential Unit, provided the mortgagee or lessor shall immediately on becoming aware of such act give Us notice in writing and pay any additional premium We may require.

### (16) Non-Invalidation

The insurance by this Section will not be invalidated by any

- (a) act
- or
- (b) omission
- or
- (c) alteration

either unknown to You or beyond Your control which increases the risk of Damage.

However, You must

- (a) notify Us immediately You become aware of any such act, omission or alteration
- and

- (b) pay any additional premium required.

### (17) Transfer of Interest

If at the time of Damage occurring to a Residential Building or Residential Unit insured under this Section, You have entered into a contract to sell Your interest in the property, but

- (a) the contract has not yet been completed
- (b) the Residential Building or Residential Unit has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, We will indemnify the purchaser to the extent that this Section insures the Residential Building or Residential Unit.

## Asset Protection continued

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

### (18) Underground Services

We will provide indemnity in respect of accidental damage to underground

(a) pipes

(b) cables

which extend from the Residential Building to the public mains for which You are legally responsible

We will not provide indemnity in respect of

(1) the cost of maintenance

(2) accidental damage caused by

- (a) (i) gradual deterioration or wear and tear
- (ii) corrosion, rust, rot or fungus
- (iii) vermin or insects
- (iv) atmospheric or climatic conditions
- (v) normal settlement or shrinkage

(b) faulty workmanship, defective design or the use of defective materials

### (19) Police Access

We will provide indemnity in respect of Damage to the Residential Building caused by the police or persons acting on their behalf in gaining access to The Premises as a result of their concern for the welfare of a Resident.

### (20) Tree felling and lopping

We will pay reasonable costs and expenses incurred by You with Our consent for the lopping or removal of trees for which You are responsible if such trees are considered to be an immediate threat to life or to the Property Insured.

We will not pay for

- (a) legal or local authority costs involved in removing trees
- (b) costs solely incurred to comply with a preservation order

The maximum We will pay for any one claim is £500 in any one Period of Insurance.

## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this booklet).

We will not provide indemnity in respect of Damage caused by pollution or contamination.

However, We will provide indemnity in respect of Damage to the Property Insured caused by

- (1) pollution from contamination which results from any insured Contingency (other than Contingency 17)
- (2) any insured Contingency (other than Contingency 17) which results from pollution or contamination

## Asset Protection continued

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### Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

#### **Unoccupancy**

It is a Condition Precedent to Our liability that when a Residential Building is Unoccupied You must ensure that

- (a) All external doors are securely locked
- (b) All accessible windows are securely fastened
- (c) An internal and external inspection of the property is made every 7 days and all waste including accumulated mail is removed from the property
- (d) All sources of power, fuel or water are turned off and the water system is drained down unless otherwise agreed with Norwich Union Insurance

## Revenue Protection

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### Loss of Rent and Alternative Accommodation Expenses Section

#### Cover

We will indemnify You if Your Residential Building or any of Your Residential Units can not be lived in or if access to them is denied as a result of Damage insured under the Property Damage Section in respect of

- (1) (a) loss of rent (including ground rent and management charges) You should have received but have lost
  - (b) (i) the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - (ii) the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee residing in the Residential Building or Residential Unit, where such pets are not permitted in any alternative accommodation
- (2) temporary storage of Your furniture.

The payment made for each Residential Unit may be adjusted according to the percentage contribution made by each unit towards the ground rent and/or total management charges of the Residential Building.

#### Failure of Utilities

We will indemnify You in respect of loss of rent or the reasonable cost of alternative accommodation resulting from failure of Your supply of water, gas or electricity at the terminal ends of Your suppliers feed to The Premises which causes The Premises to become uninhabitable.

We will not provide indemnity in respect of accidental failure

- (i) caused by the deliberate act of any supply authority
- (ii) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (iii) caused by industrial action
- (iv) other than in England Wales Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (v) lasting less than 4 hours

#### Maximum Amount Payable

The maximum We will pay under the Revenue Protection Section will be the value stated in the Schedule.

#### Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

# Legal Liabilities

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## Employers' Liability Section

### Definitions

(also refer to the Policy Definitions at the front of the booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### **Bodily Injury**

Bodily injury including death, illness, disease or nervous shock.

#### **Compensation**

Damages, including interest.

#### **Costs and Expenses**

- (1) fees for Your legal representation
- (2) costs and expenses

incurred with Our written consent

- (3) any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

#### **Limit of Indemnity**

The maximum amount, stated in the Schedule, including Costs and Expenses, which We will pay in respect of any or all claims arising out of one cause.

### Territorial Limits

- (1) Anywhere in the world in connection with The Business conducted by You from premises within Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.
- (2) Anywhere in the world where any Employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands is engaged in The Business.

### Cover

We will indemnify You in respect of

- (1) Your legal liability to pay Compensation to any Employee and
- (2) Costs and Expenses

as a result of Bodily Injury caused in the course of The Business, during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

### Clauses

#### **(1) Additional Activities**

The Business includes

- (a) ownership, use and upkeep of The Premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director or Employee.

## Legal Liabilities continued

### (2) Contractual Liability

We will indemnify You in respect of liability imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in us.

We will not provide indemnity

- (1) where liability arises from any agreement unless liability would have existed otherwise
- (2) in respect of any agreement for or including the performance of work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

### (3) Cross Liabilities

We will indemnify each party named as the Policyholder in the Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### (4) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
  - (i) any director, partner or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

### (5) Legal Expenses Arising from Health and Safety Legislation

We will indemnify You and, at Your request, any director, partner or Employee in respect of

- (a) legal fees and expenses incurred with Our written consent in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner or Employee

arising from any health and safety inquiry or criminal proceedings in respect of any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
  - (a) proceedings resulting from any deliberate act or omission by any party claiming to be indemnified
  - (b) proceedings relating to the health and safety of any person other than an Employee
- (3) where indemnity is provided by another insurance policy.

## Legal Liabilities continued

### (6) Our Right of Recovery

The indemnity is in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### (7) Payment for Court Attendance

We will compensate You if at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay is

- (a) for each director or partner £250 per day
- (b) for each Employee £150 per day

### (8) Unsatisfied Court Judgements

We will, at Your request, indemnify any Employee or his or her personal representatives in respect of

- (a) damages
- (b) costs

unpaid 6 months after the date a judgement for Bodily Injury to the Employee was obtained against another party resident in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands.

This indemnity will only apply where

- (a) the Bodily Injury was caused
  - (i) in the course of The Business, and
  - (ii) during the Period of Insurance
- (b) the judgement was made in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (c) there is no appeal outstanding.

The judgement will be assigned to Us if We make a payment under this Clause.

## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this booklet).

- (1) We will not provide indemnity in respect of legal liability as a result of work in or on and travel to, from or within any offshore
  - (a) accommodation, exploration, drilling or production rig or platform
  - (b) support vessel.
- (2) We will not provide indemnity in respect of Bodily Injury sustained by an Employee when the Employee is
  - (a) carried in or upon a vehicle or
  - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security
- (3) We will not provide indemnity in respect of
  - (a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

## Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section

## Legal Liabilities continued

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### Public and Products Liability Section

#### Definitions

(also refer to the Policy Definitions at the front of the booklet)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

Damages, including interest.

#### Costs and Expenses

- (1) fees for Your legal representation
- (2) costs and expenses

incurred with Our written consent

- (3) any claimant's legal costs for which You are legally liable

in connection with any event which is or may be the subject of indemnity under this Section

#### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

#### Limit of Indemnity

The maximum amount, stated in the Schedule which We will pay in respect of any or all events arising out of one original cause.

In respect of Products Supplied or pollution or contamination, the Limit of Indemnity will apply to the total of all events occurring in any one Period of Insurance.

#### Personal Injury

- (1) Bodily Injury
- (2) wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting.

#### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in Your custody or control or that of any Employee.

#### Property

Material property.

## Legal Liabilities continued

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### Territorial Limits

- (1) Anywhere in the world in connection with The Business conducted by You from premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or offshore installations within the Continental Shelf around such territories.
- (2) Anywhere in the world where You or any employee normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands are engaged in The Business.

### Cover

We will indemnify You in respect of

- (1) Your legal liability for Compensation
- (2) Costs and Expenses

as a result of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of The Business during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- or
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is the Limit of Indemnity.

### Clauses

#### (1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any Employee, with Your prior consent, for You or any director, partner, proprietor or Employee.

#### (2) Consumer Protection Act and Food Safety Act

We will indemnify You, and at Your request, any director, partner or Employee of Yours in respect of

- (a) costs of prosecution awarded against You or any director, partner or Employee of Yours arising from
- (b) legal fees and expenses incurred with Our written consent in the defence of

criminal proceedings brought or in appeal against conviction from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1980

Provided the proceedings relate to an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business

We will not provide indemnity

- (1) if indemnity is provided by any other insurance
- (2) for proceedings as a result of any deliberate act or omission by the party claiming to be indemnified.

## Legal Liabilities continued

### (3) Contractual Liability

We will indemnify You in respect of liability imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim vested in Us.

We will not provide indemnity

- (1) where liability arises from any agreement unless liability would have existed otherwise
- (2) in respect of any agreement for or including the performance of work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### (4) Cross Liabilities

We will indemnify each party named as the Policyholder in the Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### (5) Defective Premises

We will indemnify You in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### (6) Employees' and Visitors' Personal Belongings

We will indemnify You in respect of Your legal liability as a result of accidental damage to vehicles or personal belongings which You do not own but which are in Your custody or control.

We will not provide indemnity where this Property is

- (1) stored for a fee or other consideration
- (2) in Your custody or control for the purposes of being worked on.
- (3) loaned, leased, hired or rented to You.

### (7) Indemnity to Other Persons

We will indemnify

- (a) Your personal representatives in respect of legal liability You incur
- (b) at Your request
  - (i) any director, partners or proprietor or Employee of Yours
  - (ii) the officers, committees and members of Your
    - canteen, social, sports, educational and welfare organisations
    - first aid, fire, security and ambulance services
  - (iii) any principal for whom You are carrying out a contract to the extent required by the contract conditions

or the personal representatives of these persons against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

## Legal Liabilities continued

### **(8) Legal Expenses Arising from Health and Safety Legislation**

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of

- (a) legal fees and expenses incurred with Our written consent in defending proceedings, including appeals
- (b) prosecution costs awarded against You or any director, partner or Employee of Yours

arising from any health and safety inquiry or criminal proceedings in respect of any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in the course of The Business
- (2) in respect of
  - (a) proceedings as a result of any deliberate act or omission by You
  - (b) proceedings relating to the health and safety of any Employee
- (3) if indemnity is provided by another insurance policy.

### **(9) Liability for Hired or Rented Premises**

We will indemnify You in respect of Your legal liability as a result of accidental Damage to premises (including fixtures and fittings) within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which You hire, rent and occupy in connection with The Business.

We will not provide indemnity in respect of

- (a) the first £250 of any claim caused other than by fire or explosion
- (b) liability imposed on You solely by reason of the terms of the hiring or renting agreement
- (c) legal liability as a result of Damage against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

### **(10) Motor Contingent Liability**

We will indemnify You in respect of Your legal liability as a result of accidental

- (a) Bodily Injury and/or
- (b) Damage to property

arising out of the use

- (i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and
- (ii) in connection with The Business

of any motor vehicle not belonging to or provided by You.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or goods carried in or on the vehicle
- (2) while the vehicle is being driven by
  - (a) You
  - (b) by a person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (3) if indemnity is provided by another insurance policy.

## Legal Liabilities continued

### (11) Overseas Personal Liability

We will indemnify

- (a) You
- (b) any director, partner or Employee

while temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with The Business in respect of legal liability as a result of accidental

- (i) Bodily Injury and/or
- (ii) Damage to Property

incurred in a personal capacity.

We will also indemnify any accompanying spouse or children.

Where the Policyholder is an individual the indemnity will also apply within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft
- (2) if indemnity is provided by another insurance policy.

### (12) Payment for Court Attendance

We will compensate You if, at Our request, any director, partner or Employee is attending court as a witness in connection with a claim for which You are entitled to indemnity

The maximum We will pay is

- (a) for each director or partner £250 per day
- (b) for each Employee £150 per day

### (13) Indemnity to Individual Owners

We will indemnify, at your request, the Resident of any Residential Unit against legal liability in respect of which You would have been entitled to indemnity if the claim had been made against You.

We will not provide indemnity to the Resident for legal liability arising as the occupier of any Residential Unit.

### (14) Indemnity to Managing Agent

1. We will, at Your request, indemnify Your managing agents as if a separate policy has been issued to them in respect of accidental Bodily Injury or Damage to Property arising in connection with any Residential Building owned but not occupied by You.
2. We will waive all rights of subrogation against Your managing agents

## Exceptions

(These Exceptions apply in addition to the Policy Exceptions at the rear of this booklet).

- (1) We will not provide indemnity in respect of legal liability as a result of
  - (a) Personal Injury to an Employee
  - (b) the ownership, possession or use by You or on Your behalf or by any person entitled to indemnity under this Section of any
    - (i) aircraft, aerial device or hovercraft
    - (ii) watercraft exceeding 8 metres in length
    - (iii) motor vehicle or trailer or plant in circumstances to which road traffic legislation applies. Provided there is no more specific insurance in force, this does not apply to
      - the loading or unloading of vehicles or trailers
      - or
      - the circumstances described in the Motor Contingent Liability Clause.

## Legal Liabilities continued

(c) Damage to Property

- (i) which You own or is loaned, leased, hired or rented to You
- (ii) which is held in trust or in the custody or control of
  - You
  - any Employee
  - any other party who is carrying out work on Your behalf

other than in the circumstances described in the Liability for Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause.

- (d) Damage to or the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating Products Supplied (other than Products Supplied under a separate contract).
- (e) Bodily Injury or Damage to Property arising from professional neglect, errors, omissions or advice by You, any Employee or any party who is carrying out work on Your behalf.
- (f) (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - (ii) Bodily Injury or Damage to Property directly or indirectly caused by such pollution or contamination

other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

- (g) (i) work in or on and travel to, from or within
  - or
  - (ii) Products Supplied to any offshore
    - accommodation, exploration, drilling or production rig or platform
    - support vessel
- (h) Bodily Injury or Damage to Property arising from Products Supplied other than
  - (i) the sale or supply of food and drink
  - (ii) the disposal of furniture and furnishings previously used in the course of The Business.

(i) any work involving

- excavation
- site clearance
- construction
- erection
- structural extension
- alteration
- demolition

of or to any Residential Building.

- (j) Your occupation of any Residential Building or any Residential Unit
  - (k) Bodily Injury or Damage to Property arising from incidents involving any dog described in Section 1 of the Dangerous Dogs Act 1991.
- (2) We will not provide indemnity in respect of
- (a) recalling or making refunds in respect of Products Supplied
  - (b) (i) liquidated damages
    - (ii) penalty clauses
    - (iii) fines
    - (iv) aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  - (c) liability imposed on You solely by reason of the terms or any contract conditions or agreement in connection with Products Supplied.
  - (d) the Excess

- (e) (i) exposure to
  - (ii) inhalation of
  - (iii) fears of the consequences of exposure to or the inhalation of
  - (iv) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos

## Legal Liabilities continued

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### Endorsements and Conditions Precedent

This Section is subject to any Endorsements and Conditions Precedent which are stated in the Schedule as applying to this Section.

### Conditions Precedent

The following Condition Precedent applies.

#### **(1) Unoccupancy**

It is a Condition Precedent to Our liability that when a Residential Building is Unoccupied You must ensure that

- (a) all external doors are securely locked
- (b) all accessible windows are securely fastened
- (c) an internal and external inspection of the property is made every 7 days and all waste including accumulated mail is removed from the property
- (d) all main services are turned off and the water system is turned off and drained down

## Policy Exceptions

Each section of the policy contains exceptions. They must be read in conjunction with the following exceptions.

We will not indemnify You or any person entitled to indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
  - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
- (2) exception (1) (b) does not apply to the Public and Products Liability Section
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
  - (a) 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 or from the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

- (i) dispersing radioactive material and/or ionising radiation or
- (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections
    - (a) Employers' Liability
    - (b) Public and Products Liabilitywhen insured by this policy.
  - (2) in relation to the Employers' Liability Section, exception (2) (a) above only applies when You under a contract or agreement have undertaken to
    - (a) indemnify another party
    - (b) assume the liability of another party.
  - (3) exceptions (2) (a) and (b) do not apply to the Terrorism Section when insured by this policy.
  - (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
    - (a) Terrorism
    - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy.
    - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) aboveexcept as stated in **Special Provision – Terrorism** below
- Terrorism is defined as any act or acts including, but not limited to
- (i) the use or threat of force and/or Violence and/or
  - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

## Policy Exceptions continued

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

### Special Provision – Terrorism

Subject otherwise to the terms, conditions and exceptions of this policy the exclusions in 3(a) and 3(c) (in so far as it relates to 3(a)) above shall not apply to the following Sections

- (a) Property Damage or Loss of Rent and Alternative Accommodation Expenses in respect of flats and houses insured in the name of an individual who does not own such property in the business of a sole trader but provided that the exclusions in 3(a) and 3(c) shall apply to such property in respect of harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means
  - (b) Employers' Liability but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses.
  - (c) Public and Products Liability but the Limit of Indemnity for the purposes of this Special Provision – Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower.
  - (d) Terrorism, when insured by this policy
- (4) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.
- However, exception (4) does not apply to the Terrorism Section, when insured by this policy.
- (5) (a) Money
  - (b) securities or bonds
  - (c) jewellery or precious stones
  - (d) precious metals or bullion
  - (e) furs or curios

- (f) rare books or works of art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer system records
  - (j) explosives
  - (k) property in transit
- unless specifically mentioned

However, exceptions (5) (a) to (k) do not apply to the Terrorism Section, when insured by this policy.

- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any
    - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
    - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

## Policy Exceptions continued

- (1) Property Damage
- (2) Loss of Rent and Alternative Accommodation Expenses
- (3) Money and Assault.

Exceptions (6) (a) and (b) do not apply to the Employers' Liability Section or Terrorism Section, when insured by this policy.

### Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of
  - (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- (i) Property Damage
- (ii) Loss of Rent and Alternative Accommodation Expenses

Exception (7) (a) does not apply to the Public and Products Liability Section.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Property Damage
- (ii) Loss of Rent and Alternative Accommodation Expenses

Exceptions (7) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Engineering
- (2) Terrorism
- (3) Employers' Liability
- (4) Residential Property Owners' Legal Protection
- (5) Directors and Officers Liability.

# Policy Conditions

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Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

## (1) Alteration of Risk

The Policy is voidable where there has been any material alteration to the risk after the commencement of this insurance

(a) which increases the risk of loss, destruction, damage, accident or injury

or

(b) where Your interest ceases except by will or operation of law

unless We have accepted the alteration.

## (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against Us.

## (3) Cancellation

We may cancel the policy

(a) by sending You thirty days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period.

(b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.

## (4) Claims Procedure

You will

(a) tell Us immediately of any event or occurrence which may result in a claim, and no later than

(i) 30 days of Your becoming aware of the event or occurrence

or

(ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves

(c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury, including the amount of the claim

(d) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy

(e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement

(f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

## Policy Conditions continued

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### (5) Contribution

#### **Applicable to Public and Products Liability Section and Employers' Liability Section (if insured)**

- (a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been affected.

#### **Applicable to all other Sections insured by this policy**

- (b) Where any loss, destruction or damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (c) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

### (6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity  
or  
(b) the Sum Insured  
or  
(c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

### (7) Fraud

We will avoid the policy from the date of the loss or alleged loss

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated  
or  
(b) a false declaration or statement is made in support of a claim.

### (8) Identification

The policy and Schedule will read as one contract.

A particular word or phrase which is not defined will have its ordinary meaning.

### (9) Index Linking

- (a) Renewal

Where it states in the Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices

- (i) for private dwelling houses and single flats The House Rebuilding Cost Index  
(ii) for Blocks of Flats and Houses converted to flats The General Buildings Cost Index  
(iii) for Contents of Residential Units The Consumer Durables Section of the Retail Price Index.  
(iv) for Contents of Communal Areas The Consumer Durables Section of the Retail Price Index.

We may select alternative measures if any of these indices are unavailable.

- (b) Claims

These adjustments will continue during the

- (i) Period of Insurance  
(ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

## Policy Conditions continued

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### (10) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

### (11) Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal within in a reasonable manner

without incurring liability or reducing Our rights.

We will not provide indemnity for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

### (12) Reasonable Precaution

You will

- (a) maintain the Residential Building in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
  - (i) loss, destruction or damage to Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.

### (13) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Sum Insured.

### (14) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy

or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

### (15) Long Term Undertaking (LTU)

Where it is stated in the Schedule that a Long Term Undertaking applies, a discount of 5% off the premium is allowed in consideration of You having provided an undertaking with effect from (the inception date of the LTU) to offer annually for a period of three years the insurance under the policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) we shall be under no obligation to accept an offer made in accordance with this undertaking
- (b) The Sum Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The undertaking applies to any Policy which may be issued by Us in substitution for this policy and the same discount shall be allowed off the premium for such policy.

## Special Endorsement List

– Endorsement below only applies if shown on your Policy Schedule

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Special Endorsement PD1

### **Exclusion of Subsidence Cover (16)**

Amendment to the Property Damage Section

We will not indemnify You under the Property Damage section of this policy in respect of Damage caused by subsidence of, or ground heave of the site on which the Residential Building stands or landslip

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Special Endorsement PD2

### **Exclusion of Flood Cover (8)**

Amendment to the Property Damage Section

We will not indemnify You under the Property Damage Section of this policy for Damage caused by flooding.

However We will indemnify You in respect of flooding caused by

(a) ingress of rainwater through or via the roof of a Residential Building

(b) the escape of water from any tank, apparatus or pipe

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Special Endorsement PD3

### **Exclusion of Accidental Damage to Building (17)**

Amendment to the Property Damage Section

We will not indemnify You for Damage caused to Property Insured by all other accidental damage as insured under Contingency 17 of the Property Damage Section of this policy

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Special Endorsement PD4

### **Exclusion of Malicious Damage by tenants (7)**

Amendment to the Property Damage Section

We will not indemnify You under the Property Damage Section of this policy in respect of Damage caused by any Malicious person who is a Resident or their guest.

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