

# **PREMIER PROPERTY INSURANCE POLICY WORDING**



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## About Your policy

Your policy is administered by Avid Insurance Services Limited and underwritten by **Accelerant Insurance Limited**

Accelerant Insurance Limited is a company registered in Malta (Company number C92407) with registered office at SOHO, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, Malta.

Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website

Avid Insurance Services Limited are authorised and regulated by the Financial Conduct Authority, registration number: 511522 having its registered office at 20 St Dunstan's Hill, London, EC3R 8DL.

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

Unless **we** have agreed otherwise with **you**, the law applicable to this contract is that of England and Wales unless **your** registered office or principle place of **business** is situated in Scotland or Northern Ireland the Channel Islands or the Isle of Man in which case the law of that territory will apply

On behalf of Avid Insurance Services Limited.



John Inwood

Commercial Development Director, Avid Insurance Services Limited

## How to Use Your policy

**We** wish to provide **you** with a good standard of service. To help **us** achieve this, it is important that **you** read this policy carefully. If it does not meet **your** requirements, or **you** have any comment or query about the policy, please contact **us** through **your** Broker, Intermediary or Agent which issued **your** policy.

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

**Your schedule** provides details of the insurance protection provided, the sections of the policy which are operative and the levels of cover **you** have.

**Your** policy contains details of the extent of cover available to **you**, what is excluded from cover and the conditions on which the policy is issued. Please examine **your schedule** and any **endorsements** to ensure it meets **your** requirements.

### Duty of Fair Presentation

1. Before this policy is entered into, **you** must make a fair presentation of the risk to **us**, in accordance with Section 3 of the Insurance Act 2015. In summary, **you** must:
  - a) Disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, **you** are expected to know the following:
  - a) If **you** are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
  - b) If **you** are not an individual, what is known to anybody who is part of **your** senior management team; or anybody who is responsible for arranging **your** insurance.
  - c) Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in its enquiries, and that **you** will inform **us** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.
3. If, prior to entering into this policy, **you** shall breach the duty of fair presentation, the remedies available to **us** are set out below.
  - a) If **your** breach of the duty of fair presentation is deliberate or reckless:
    - i) **We** may avoid the policy, and refuse to pay all claims; and,
    - ii) **We** need not return any of the premiums paid.
  - b) If **your** breach of the duty of fair presentation is not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:

- i) If **we** would not have entered into the policy at all, **we** may avoid the policy and refuse all claims, but must return the premiums paid.
  - ii) If **we** would have entered into the policy, but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if **we** so require.
  - iii) In addition, if **we** would have entered into the policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
4. If, prior to entering into a variation to this policy, **you** shall breach the duty of fair presentation, the remedies available to **us** are set out below.
- a) If **your** breach of the duty of fair presentation is deliberate or reckless:
    - i) **We** may by notice to **you** treat the policy as having been terminated from the time when the variation was concluded; and,
    - ii) **We** need not return any of the premiums paid.
  - b) If **your** breach of the duty of fair presentation is not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:
    - i) If **we** would not have agreed to the variation at all, **we** may treat the policy as if the variation was never made, but must in that event return any extra premium paid.
    - ii) If **we** would have agreed to the variation to the policy, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if **we** so require.
    - iii) If **we** would have increased the premium by more than it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .
    - iv) If **we** would not have reduced the premium as much as it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

### Financial Services Compensation Scheme

**You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

### Contracts (rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Financial Sanctions

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Personal information

**Your** insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** and other insurance market participants collect and use relevant information about individual insureds to provide **you** with **your** insurance cover and to meet **our** legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that **we** collect about them in connection with **your** insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

**We** will process individual insureds' details, as well as any other personal information you provide to **us** in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

### **Information notices**

To enable us to use individual insureds' details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover.

**You** agree to provide to each individual insured **our** short form information notice, which **we** have provided to **you** in connection with **your** insurance cover, on or before the date that the individual becomes an individual insured under **your** insurance cover or, if earlier, the date that **you** first provide information about the individual to **us**.

### **Minimisation and notification**

**We** are committed to using only the personal information we need to provide you with your insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that we ask for from time to time.

**You** must promptly notify **us** if an individual insured contacts you about how **we** use their personal details in relation to **your** insurance cover so that **we** can deal with their queries.

## Complaints Procedure

**We** aim to provide our clients with a high standard of service. Consequently, should we fail to meet your expectations; we will aim to resolve your concerns promptly and fairly.

If **you** have an enquiry or a complaint arising from a claim made on **your** policy please contact

Questgates Limited  
Benchmark House  
Fold Point  
Bolton  
BL1 2RZ  
Email: [tpasolutions@questgates.co.uk](mailto:tpasolutions@questgates.co.uk)  
Telephone: 01204 860 427

If **you** have an enquiry or a complaint about the policy or the service **we** offer please contact

Avid Insurance services Limited  
20 St Dunstons Hill  
London  
EC3R 8HL  
Email: [complaints@avidinsurance.co.uk](mailto:complaints@avidinsurance.co.uk)  
Telephone: 020 3195 7500

When making a complaint, please include in any initial correspondence, details of **your** complaint and policy, including **your** policy reference number, to enable the enquiry to be dealt with efficiently.

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange  
London E14 9SR

**Tel:** 0800 023 4567  
**Fax:** 020 7964 1001  
**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint does not affect **your** right to take legal action.

## Policy Definitions

Certain words and expressions within this policy are deemed to have a particular meaning wherever they appear in the policy. All definitions are highlighted in bold and italics to assist in **you** identifying them.

Word or Expression	Meaning
<b><i>Accidental Damage</i></b>	Sudden and unexpected damage caused by external and visible means
<b><i>Block of Flats</i></b>	Any block or <b><i>building</i></b> converted into more than one self-contained unit.
<b><i>Bodily Injury</i></b>	Personal Injury or death from external violent and visible means, sickness or disease, illness, nervous shock or mental injury.
<b><i>Buildings/ building</i></b>	<p>The structure of the house, bungalow, flat, apartment, <b><i>block of flats</i></b> owned by <b>you</b> or for which <b>you</b> are legally responsible and which has been declared to <b>us</b> and which <b>we</b> have accepted under this insurance including:</p> <ol style="list-style-type: none"> <li>1. fixtures and fittings.</li> <li>2. Garages, greenhouse, sheds and outbuildings.</li> <li>3. Statues and fountains cemented into the ground.</li> <li>4. patios, paved and decked areas, footpaths, roads, car parks, lampposts, drives, swimming pools but not their covers, hard tennis courts, fixed playground equipment and play areas, walls, fences and gates, drains, pipes, cables and underground tanks servicing the building.</li> <li>5. Closed circuit security TV systems, security equipment, canopies, fixed signs and external lighting, aerials, satellite dishes and solar panels.</li> <li>6. In the case of leasehold flats, common parts of the structure in which the individually <b><i>housing unit</i></b> is situated but only to the extent of the leaseholder's interest as defined in the original lease granted on the individually leased unit by <b>you</b>. Where the extent of interest is not defined within the lease agree the extent of the leaseholder's interest will be calculated proportionally based on total number of <b><i>housing units</i></b> in any one <b><i>building</i></b>.</li> </ol> <p>Apart from point 6 this definition only applies to the extent of your legal responsibility for property which has been transferred by lease 'demised' and which is noted within the leasehold agreement.</p>
<b><i>Employee</i></b>	<p>Anyone working for <b>you</b> including:</p> <ol style="list-style-type: none"> <li>1. Person under a contract of service or apprenticeship with <b>you</b>.</li> <li>2. Labour master and people supplied by him or her.</li> <li>3. Person employed by labour-only sub-contractors.</li> <li>4. Self-employed person.</li> <li>5. Person hired from any public authority, company, firm or individual.</li> <li>6. Voluntary committee member, trustee or other voluntary worker.</li> <li>7. A trainee or person undertaking work experience.</li> </ol>



<b>Endorsement</b>	A change to the terms of this insurance contract as showing in <b>your schedule</b> .
<b>Excess</b>	The first part of any claim that <b>you</b> must pay following loss or damage and as detailed on <b>your schedule</b> .
<b>Flood</b>	The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes), tidal wave, tsunami or any other inundation from the sea, whether or not driven by wind.
<b>Geographical limits</b>	Great Britain, Isle of Man, Channel Islands, Northern Ireland.
<b>Housing Unit</b>	Any individual House, Bungalow, Flat, Maisonette or Self Contained Hostel accommodation owned by <b>you</b> or for which <b>you</b> are legally responsible which has been declared to <b>us</b> and which <b>we</b> have accepted under <b>your</b> insurance.
<b>Immediate Family</b>	A <b>resident's</b> respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with the <b>resident</b> .
<b>Loss of Rent</b>	<b>Rent you</b> would have received but have lost (including up to two years ground <b>rent</b> ) or Anticipated <b>rent</b> in respect of <b>buildings</b> damaged in the course of construction by any cause which would have been insured following completion and handover to <b>you</b> .
<b>Motorised Vehicle</b>	Any electrically or mechanically powered vehicle, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, including any part or accessories other than domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian operated models or toys used within the boundaries of the land belonging to the <b>buildings</b> .
<b>Ornamental or Landscaped Gardens</b>	Any garden that is professionally designed, landscaped and tended within the boundaries of the land belonging to the <b>buildings</b> .
<b>Our, Us, We</b>	Accelerant Insurance Limited  In respect of claims management, <b>we, our</b> or <b>us</b> may refer to Questgates Limited.
<b>Period of Insurance</b>	The period shown <b>your schedule</b> and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or have agreed to accept <b>your</b> Premium.
<b>Pollution or Contamination</b>	<b>Pollution or contamination</b> of <b>buildings</b> or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such <b>pollution or contamination</b> .
<b>Rent</b>	Unitary charges, grants, service charges, management charges and any other income reasonably expected.

<b>Resident</b>	The lessee, tenant or part owner of any <b>housing unit</b> including their <b>immediate family</b> .
<b>Schedule</b>	The document detailing <b>your</b> insurance including the <b>period of insurance</b> and any <b>endorsements</b> applicable.
<b>Storm</b>	Rainstorm, windstorm, hailstorm, hurricane, tempest, typhoon, tornado or cyclone, including damage caused by water that backs up from a sewer or drain as a direct result (excluding <b>flood</b> ).
<b>Sum insured</b>	The cost of reinstating <b>buildings</b> to the same style and appearance as new including fees and other associated costs and the cost of meeting Local Authority and/or other regulatory requirements.
<b>Uninhabitable</b>	If a <b>building</b> is deemed to be unstable as defined under the Housing Act 1985 or if it is unfit for human habitation due to inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities or effective drainage/sewage systems.
<b>Unoccupied</b>	Vacant, empty, untenanted or not in use.
<b>You, Your</b>	The insured as stated on the <b>Schedule</b> .

## Section 1 - Buildings

This section only applies when shown in **your Schedule**. Please also see the General Exclusions and General Conditions.

**We** will indemnify **you**, less the **excess** detailed in **your schedule**, in the event of loss or damage to the **buildings** caused by the perils listed below occurring or commencing during the **period of insurance**

Peril	Excluded from Cover
1. Fire, smoke, lightning, explosion, power surge explosion, earthquake, spontaneous fermentation and thunder bolt	
2. <b>Storm</b> , tempest or <b>Flood</b> .	<ul style="list-style-type: none"> <li>a) Loss or damage caused by frost.</li> <li>b) Loss or damage to fences and gates.</li> <li>c) Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the <b>building</b> is damaged by the same cause at the same time.</li> </ul>
3. Freezing water in fixed water or fixed heating systems, or  water escaping from washing machines, dishwashers, fixed water or fixed heating systems or  Oil escaping from a fixed heating system.	<ul style="list-style-type: none"> <li>a) Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing.</li> <li>b) Loss or damage to swimming pools.</li> <li>c) Loss or damage where the <b>housing unit</b> has been unoccupied for more than 60 consecutive days.</li> </ul>
4. Riot, civil commotion, strike, labour or political disturbance.	<ul style="list-style-type: none"> <li>a) Any claim reported to <b>us</b> more than 30 days after the date of the incident.</li> </ul>
5. Malicious Damage.	<ul style="list-style-type: none"> <li>a) Loss or damage caused by <b>you</b>, or any person lawfully in the <b>housing unit</b>.</li> <li>b) Loss or damage where the <b>housing unit</b> has been unoccupied for more than 60 consecutive days.</li> </ul>
6. Theft or attempted theft.	<ul style="list-style-type: none"> <li>a) Loss or damage caused by <b>you</b>.</li> <li>b) Loss or damage to any <b>housing unit</b> while it is lent, let or sub-let (in whole or in part), unless force or violence was used to gain entry or exit to the <b>building</b>.</li> <li>c) Loss or damage where the <b>housing unit</b> has been unoccupied for more than 60 consecutive days.</li> </ul>

<p>7. Subsidence, heave or landslip of the site on which <b>your buildings</b> stand</p>	<p>Loss or Damage:</p> <ul style="list-style-type: none"> <li>a) to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit television systems, security equipment, fixed signs and external lighting unless the main structure of the <b>buildings</b> is damaged by the same cause and at the same time.</li> <li>b) to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the <b>buildings</b> is damaged by the same cause and at the same time.</li> <li>c) to new structures bedding down, expanding or shrinking or the settling of newly made-up ground.</li> <li>d) caused by coastal or river erosion.</li> <li>e) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b>.</li> <li>f) caused by or as a result of the <b>buildings</b> being under construction demolished, altered or repaired.</li> <li>g) which commenced or occurred before the inception of <b>your policy</b>.</li> </ul>
<p>8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.</p>	<ul style="list-style-type: none"> <li>a) Loss or damage to fences and gates</li> <li>b) The cost of removing part or all of fallen trees unless damage has been caused to the <b>buildings</b></li> <li>c) Loss or Damage caused by Felling, Lopping or topping</li> </ul>
<p>9. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	<ul style="list-style-type: none"> <li>a) Loss or damage to the aerial, satellite receiving equipment, fittings and masts.</li> </ul>
<p>10. Impact by flying objects, vehicles, trains animals or aircraft or anything dropped from them.</p>	
<p>11. <b>Accidental Damage</b> to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the <b>buildings</b> which you, or any of the <b>residents</b> are legally responsible for.</p>	<ul style="list-style-type: none"> <li>a) Loss or damage caused by or from movement, settlement or shrinkage of any part of the buildings or the land belonging to the buildings.</li> </ul>
<p>12. Accidental breakage of glass in doors or windows, ceramic hobs if fitted, sanitary ware, solar heating panels fixed to and forming part of the <b>building</b> or within the boundary of the <b>building</b>.</p>	

<p>13. <b>Accidental Damage.</b></p>	<ul style="list-style-type: none"> <li>a) Loss or damage caused by the <b>buildings</b> moving, settling, shrinking, collapsing or cracking.</li> <li>b) Loss or damage caused by any process of cleaning, repairing, renovating or maintaining the <b>buildings</b>.</li> <li>c) Loss or damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lampposts and drives.</li> <li>d) Loss or damage where the <b>housing unit</b> has been unoccupied for more than 60 consecutive days</li> <li>e) Anything stated under excluded from cover for perils 1-12.</li> </ul>
<p>14. Damage to the property caused by forced entry of Emergency Services.</p>	<ul style="list-style-type: none"> <li>a) Loss or damage as a result of actual or suspected criminal activities by <b>you</b> or any person lawfully in the <b>housing unit</b>.</li> </ul>
<p>15. If <b>you</b> or any of the <b>residents</b> have agreed to sell any <b>housing unit</b> and, between the date contracts are exchanged and the date the sale is completed, it is damaged by perils 1 to 13 of this section, <b>we</b> will provide cover for the person buying the <b>housing unit</b> when the sale has been completed, so long as this is within the <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>a) This cover does not apply if insurance on the <b>buildings</b> has been arranged by or for the buyer.</li> </ul>
<p>16. <b>Loss of rent</b> and cost of Alternative Accommodation:</p> <p><b>We</b> will pay <b>loss of rent</b> and reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by <b>you</b> or the <b>resident</b> of the <b>buildings</b> during the period necessary to restore the <b>buildings</b> to a habitable condition if the <b>buildings</b> are rendered <b>uninhabitable</b> due to any loss or damage caused by perils 1 to 13 of this section. Furthermore, cover will be provided:</p> <ul style="list-style-type: none"> <li>a) where <b>your building</b> remains habitable but loss or damage to any property nearby caused by perils 1 to 13 of this section means that following instructions from the emergency services access to <b>your building</b> is not permitted.</li> <li>b) where <b>your building</b> remains habitable but access is denied to by order of Government, Local Authority or emergency services but not where the denial of access is due solely or in part, to any action undertaken by <b>you</b> or by <b>your</b> failure to undertake any action and which otherwise would have resulted in access not being denied.</li> <li>c) Where any: <ul style="list-style-type: none"> <li>i. Generating station or sub-station of a public electricity supply provider.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a) Any amount greater than 25% of the <b>sum insured</b> of the <b>building</b> at the time the loss or damage occurs.</li> <li>b) Any costs caused by any electricity, gas, water or telecommunications company cutting off or restricting <b>your</b> supply other than as a direct result of loss or damage by any of the perils 1-13 of this section.</li> <li>c) Any costs due to the failure of <b>your</b> electricity, gas, water or telecommunications supply caused by a withdrawal of labour at the electricity, gas, water or telecommunications company.</li> <li>d) Any amount greater than £1,000 in respect of alternative accommodation for domestic pets.</li> </ul>

<p>ii. Land based premises of the public gas supply or any national gas producer linked directly to the <b>building</b>.</p> <p>iii. Waterworks and pumping stations of a public water supply provider.</p> <p>iv. Land based premises of any public telecommunications provider.</p> <p>From which the <b>buildings</b> obtain electricity, gas, water or telecommunication services are damaged by any of the perils 1-13 of this section which renders the <b>buildings uninhabitable</b>.</p>	
<p>17. The cost of metered water or oil from any domestic heating installation for which <b>you</b> are legally responsible lost in the <b>buildings</b> following <b>accidental damage</b>.</p>	<p>a) Any amount greater than £25,000 for any one loss.</p>
<p>18. <b>We</b> will pay the costs and expenses <b>you</b> pay with <b>our</b> written permission to find the source of any damage caused to the <b>building</b> by escape of water from fixed water or heating system and then make good.</p>	<p>a) Where none of the perils in 1 to 13 of this section have operated, the most <b>we</b> will pay is £5,000 for any one loss less the <b>excess</b> applicable to Sections 1 to 13 of this policy.</p>
<p>19. <b>Accidental damage</b> to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the <b>building or</b> within the boundary of the <b>building</b>.</p>	<p>a) Loss or damage more specifically insured under a contents policy</p>
<p>20. Loss or damage to <b>ornamental or landscaped gardens</b> caused by perils 1, 5, 6, 7 and/or by the emergency services.</p>	<p>a) Any amount greater than £20,000 for any one loss</p>
<p>21. If <b>you</b> or the <b>residents</b> lose the keys to the doors of the <b>buildings</b> or to safes or alarms in the <b>buildings</b> or they are stolen, or there is <b>accidental damage</b> to the locks of the doors, safes or alarms, <b>we</b> will either pay the cost of changing locks and keys or repairing locks if <b>we</b> choose.</p>	<p>a) Any amount greater than £5,000 for any one loss.</p> <p>b) Loss or damage caused by any process of repair or restoration.</p>
<p>22. <b>We</b> will pay the cost of removing debris, dismantling and/or demolishing, shoring up or propping, where damage has been caused to <b>buildings</b> by, and is covered by any of the perils in paragraphs 1 to 13 of this section</p>	<p>a) Any costs or expenses incurred in removing debris except from the site of <b>buildings</b> destroyed or damaged and the area immediately adjacent to the site.</p> <p>b) Loss or damage to any contents of the <b>buildings</b></p>
<p>23. <b>We</b> will pay additional costs to reinstate the property to comply with European Union and public authority legislation (where necessary).</p>	<p>a) Any costs or expenses incurred if the damage was not caused by perils 1-13.</p>
<p>24. Contractors</p> <p>Contractors are allowed to work in the <b>buildings</b> for the purpose of effecting and repair, minor additions and alterations and decorations without prejudice to this insurance.</p> <p>Where <b>you</b> are required to effect insurance on the <b>buildings</b> in the joint names of <b>you</b> and the contractor under the terms of a condition in the contract</p>	

<p>between you and the contractor, then the interest of the contractor is hereby noted.</p>	
<p>25. Notice of Interests</p> <p>The interest of the freeholder, head lessee (if they are not the Insured), the owner or lessee of each property, shared owners, leaseholders, mortgagees or other interested parties in each <b>housing unit</b> is covered by this insurance is noted the extent of such interest to be disclosed in the event of a loss.</p>	
<p>26. Inflation Protection – Index Linking</p> <p><b>We</b> will change the <b>buildings sum insured</b> each month using figures available from the Royal Institution of Chartered Surveyors or another similar index.</p> <p>Index linking will continue while the <b>buildings</b> are repaired or replaced as long as <b>you</b> make sure any work is carried out as quickly as possible.</p>	
<p>27. Inadvertent Omission to insure</p> <p>If <b>you</b> notify <b>us</b> of <b>your</b> intention to insure all <b>buildings</b> which <b>you</b> own or for which <b>you</b> are legally responsible situated within the geographical limits with <b>us</b> (unless otherwise agreed in writing by <b>us</b>) from the inception date <b>your</b> policy and it being <b>your</b> belief that all such <b>buildings</b> are insured then <b>we</b> agree to extend cover so that if subsequently any such <b>buildings</b> are found to have inadvertently been undeclared (and as a consequence left uninsured) by <b>you</b> during the period of Insurance then <b>we</b> will deem such <b>buildings</b> to be insured, provided that;</p> <p>a. <b>You</b> shall carry out, at not less than twelve monthly intervals a check to ensure that effective insurance is in force for all <b>buildings</b> which <b>you</b> own or for which <b>you</b> are legally responsible</p> <p>b. <b>You</b> shall give details in writing immediately an omission is discovered, and within 30 days of the date of discovery shall provide <b>us</b> with the sums insured to apply for any such <b>building</b> and effect specific cover retrospective to such date and pay the appropriate additional premium.</p>	
<p>28. <b>We</b> will pay for any Loss or Damage caused by squatters.</p>	<p>a) Any amount greater than £50,000 for any one loss.</p>
<p>29. <b>We</b> will pay the costs and expenses <b>you</b> incur with our written permission in order to evict squatters following occupation of a <b>building</b> or <b>housing unit</b>.</p>	<p>a) Any amount greater than £20,000 for any one event.</p>

## Section 1 - Settling Claims

### How *We* Settle Claims

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

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

### If Repairs or Replacement Are Not Carried Out

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

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

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

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

### *Excess*

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

### Reinstatement of Sum Insured

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



## Exclusions Applying To Sections 1 - Buildings

The following exclusions apply to Section 1 - *Buildings*

Please also see the **General Exclusions and General Conditions**

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

## Section 2 – Property Owners Liability

**We** will indemnify **you** or **your** personal representatives in respect of legal liability incurred by **you**, against the following.

1. **Your** legal responsibility to pay damages and/or costs to others within the **geographical limits** occurring at the **buildings** which are the result of accidental **bodily injury** to anyone or **accidental damage** to material property caused during the **period of insurance**;
  - a) arising out of a defect in the **buildings**;
  - b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any **building** formerly owned or leased by or the responsibility of **you** provided that at the time of the incident giving rise to the liability **you** had disposed of all legal title to an interest in the **building**.

In the event of this Section ceasing to apply to **you** as a result of the sale of such **building**, the indemnity under this paragraph shall apply to accidental **bodily injury** or **accidental damage** to material property occurring during a period of 7 years from the date of such cessation but will not apply if the liability is covered under a more recently effected or current insurance.

**Our** liability shall apply in respect of any one claim or series of claims arising out of the any one event. **We** may pay the limit shown in the **schedule** (after taking off any sums **we** have already paid) or any lesser amount which will cover the claim **We** will then have no further liability in connection with the claim.

- **Section 2 - Extensions**

The insurance by Section 2 – property owners’ liability is extended to include the following occurring or commencing during the **period of insurance**:

1. Coroners inquests

**We** will provide cover in respect of costs of legal representation at any coroner’s inquest or inquiry in respect of any death and proceedings in any court arising out of any alleged breach of statutory duty resulting in injury, loss or damage which may be the subject to cover under Section 2 – Property Owners Liability. In addition all other costs and expenses in relation to any matter which may form the subject of a claim incurred with **our** written consent and defence costs and other expenses **you** incur following **our** written permission will also be covered.

- **Section 2 Exclusions**

The following exclusions apply to Section 2 – Property Owners Liability

**Please also see the General Exclusions and General Conditions**

Liability arising directly or indirectly from:

1. Loss or damage to property belonging to, or held in trust by, **you** or **your employee**.
2. Loss, injury or damage arising out of owning, possessing or using **motorised vehicles**.
3. Injury to **you** or any of **your employees**.
4. Demolition, erection or structural alteration of or addition to new or existing buildings or structures.
5. An assault, alleged assault or a deliberate or criminal act by **you** or **your employee**.
6. The transmission of any communicable **disease** or virus by **you**.
7. Any legal responsibility of any **resident** as occupier (not as leaseholder) of the **housing unit** in which they are residing.
8. The cost of correcting any fault or alleged fault.
9. Any liability solely as occupier of the **buildings**.
10. Any legal responsibility **you** have under any agreement that **you** would not have if the agreement did not exist.
11. Any liability arising from owning vacant land awaiting development or sale.
12. Any liability under paragraph 1b in respect of which **you** are entitled to indemnity from any other source.
13. Any liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of asbestos fibres, asbestos dust or asbestos-containing materials.

## General Exclusions

The following policy Exclusions should be read in conjunction with other Exclusions which may apply to specific Sections of the policy.

**We will not cover loss or damage or liability arising from:**

### 1. Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2. Sonic Bangs

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

### 3. Pollution or Contamination

Any loss or damage caused by or arising from **pollution or contamination** except (unless otherwise excluded) damage to the **buildings** caused by:

- a) **Pollution or Contamination** resulting from perils 1, 2,3,4,5 and 10 of section 1.
- b) Any of the perils detailed in (a) which result from **pollution or contamination**.

### 4. Loss of Value

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

### 5. Indirect Loss

Indirect loss of any kind other than as defined under peril 16 of Section 1 – **buildings**.

### 6. War, Government Action and Terrorism

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. War Government Action or Terrorism.
- II. Civil commotion in Northern Ireland.

Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism.

For the purpose of this Exclusion War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto In any action suit or other proceedings. Where **we** allege that by reason of this exclusion as far as it relates to terrorism any damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such damage loss expense or consequential loss is covered shall be upon **you**.

### 7. Cyber

Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom directly or indirectly caused by or contributed by or arising from;

- (i) **Virus or Similar Mechanism,**
- (ii) **Denial of Service Attack,**

(iii) unauthorised access to or use of **computer and electronic equipment**,

(iv) The failure of any equipment to correctly recognise the date or change of date.

However, We will indemnify you in respect of subsequent damage which is not otherwise excluded to the property insured resulting from ensuing fire, explosion, impact by flying objects, vehicles, trains animals or aircraft or anything dropped from them, flood , escape of water or oil from any tank apparatus or pipe.

In respect of this exclusion the following definitions apply:

**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.

**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.

**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.

## General Conditions

The following policy conditions should be read in conjunction with other conditions which may apply to specific Sections of the policy.

It is important that **you** observe the terms and conditions of **your** insurance and any **endorsements** attached.

### 1. Taking care

**You** must take all reasonable steps to minimise loss or damage to all insured property including keeping **buildings** in a good condition and state of repair.

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

### 2. Designation of Property

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

### 3. Non Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to or beyond **your** control provided **you** give **us** notice as soon as **you** become aware and pay an appropriate additional premium if required.

### 5. Transferring **your** interest in the policy

**You** cannot transfer **your** interest in this insurance to anyone else without **our** written approval. **Your** interest in this insurance cannot be transferred to anyone else by **you** without **our** prior approval.

### 6. Adjustments

The premium for this insurance has been based on the **sum insured** or number of **buildings** and/or **landlords' contents** declared by **you** at the inception of this insurance or at a subsequent renewal. The premium may be adjusted up or down if the figures declared by **you** at the next renewal vary by 10% or more apart from index linking.

### 7. Multiple Insured's

- I. It is noted and agreed that if the **you** as described in the **schedule** comprises more than one Insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that **our** total liability to all of the Insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or **endorsement** stated in this insurance.
- II. It is understood and agreed that any payment or payments by **us** to any one or more such insured parties shall reduce to the extent of that payment **our** liability to all such parties arising from any one event giving rise to a claim under this insurance and (if applicable) in the aggregate.
- III. It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- IV. **We** hereby agree to waive all rights of subrogation howsoever arising which **we** may have or acquire against any insured party arising out of any occurrence in respect of which a claim is admitted under this insurance except where the rights of subrogation or recourse are acquired in consequence or otherwise as a result of fraud or a deliberate Vitiating Act in which circumstances **we** may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

### 8. Multiple Section Claims

If the insured event can be dealt with under more than one section of the policy only the highest **excess** will apply.

## Claims Conditions

These conditions apply to all sections of the policy. It is important that **you** observe the terms and conditions of the insurance.

### 1. Fraud

- a) If **you** make a fraudulent claim under this policy:
  - i). **We** are not liable to pay the claim, and
  - ii). **We** may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
  - iii). **We** may by notice to **you** treat the policy as having been terminated with effect from the time of the fraudulent act.
- b) If **we** exercise **our** right under clause (a)(iii) above:
  - i). **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **our** liability under the policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
  - ii). **We** need not return any of the premiums paid.

### Fraudulent claims – group insurance

- b) If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, **we** may exercise the rights set out in clause (a) above as if there were an individual insurance contract between the **us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

### 2. Arbitration

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

### 3. Other Insurance

If at the time of any damage or occurrence there be any other insurance or indemnity effected by **you** or on **your** behalf applicable to such event liability under this policy shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably then liability under this policy shall be limited in respect of any damage or occurrence to any **excess** beyond the amount which would be payable under such other insurance or indemnity had this policy not been effected.

### 4. Control of Claims

**We** shall be entitled:

- a) on the happening of damage to the property insured to enter take and keep possession of any **building** where damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **our** right to rely on any conditions of this policy and this policy shall be proof of leave and licence for such purpose.
- b) at **our** discretion to take over and conduct in **your** name the defence or settlement of any claim and to take proceedings at **our** own expense and for **our** own benefit but in **your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this policy and **you** shall give all information and assistance required.
- c) To any property for the loss of which a claim is paid hereunder and **you** shall execute all such assignments and assurances of such property as may be reasonably required but **you** shall not be entitled to abandon any property **us**.
- d) to pay to **you** the maximum sum payable under Section 3 in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and **we** shall not be under any further

liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.

## 5. Option to Rebuild

**We** may at **our** option rebuild or restore the **buildings** destroyed or portions damaged but it is not bound to rebuild or restore the property exactly or completely and only as circumstances permit. **You** will give **us** all plans, documents, books and information at **your** own expense that **we** may reasonably require to carry out this work.

## How to Make a Claim

On the happening of any event which could give rise to a claim under this policy **you** shall:

1. Immediately notify **our** claims administrator Questgates Limited on 01204 860427 providing as much information as possible as to the circumstances surrounding the claim. In the event you need to make a claim outside of normal office hours you can contact **us** on 0121 411 0535
2. give immediate notice to the Police in respect of:
  - a) Damage by theft or any attempt thereat.
  - b) Damage by malicious persons.
3. In respect of claims under Section 2 – Property Owners Liability make no admission of liability or offer promise or payment without **our** written consent.
4. Inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send **us** immediately every relevant document.
5. Take all reasonable steps to stop or minimise any continued loss or damage from any event
6. Produce to **us** with any documentation or information as may reasonably be required by **us** for investigating or verifying the claim.

Claims for loss or damage caused by Riot, Civil Commotion, Strikes, Labour Disturbances or Malicious Persons must be notified to **us** within 30 days.

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

## Cancelling the policy

If **you** elect to cancel **your** policy after **you** must give 14 days' notice in writing to **us**. **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the **period of insurance** when no refund of premium for the **period of insurance** will be made unless agreed in writing by **us**.

Where **you** pay by Instalments any amount of premium returned under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

**We** may cancel **your** policy (or any Section of it) at any time and in any **period of insurance** by giving a minimum of 14 days' notice to **you** in writing at **your** last known address. **you** will be entitled to a proportionate refund of premium, based on the number of days remaining in the policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the **period of insurance** when no refund of premium will be made unless agreed in writing by **us**. Where **you** pay by instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.