



Gallagher

Insurance | Risk Management | Consulting

POLICY WORDING

PROPERTY INSURANCE

FOR LEASEHOLDERS

Contents

Important Information	01
– About Your Policy	01
– Identity of Insurer	01
– How to Make a Claim	01
– Service Commitment to You	01
– Complaints Procedure	02
– Financial Services Compensation Scheme	02
– The Law that Governs this Policy	02
– Data Protection	02
– The Insurance Contract	02
Definitions	04
Buildings Section	07
Buildings Section Exclusions	14
Property Owners Liability Section	15
General Exclusions	17
Policy Conditions	19
Claims Conditions	21

Important Information

About Your Policy

This policy has been arranged by the Local Authority as shown in the **schedule** via **your** broker Arthur J. Gallagher Insurance Brokers Limited.

Arthur J. Gallagher Insurance Brokers Limited are registered in Scotland. Company Number - SC108909

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

Authorised and regulated by the Financial Conduct Authority.

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

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

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

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

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

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

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

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

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

Registered in England and Wales. Company Number: 5172311.

www.penunderwriting.co.uk

Identity of Insurer

U K Insurance Limited trading as NIG

Registered in England and Wales. Company Number -1179980

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

NIG policies underwritten by U K Insurance Limited

Registered in England and Wales. Company Number -1179980

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

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

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

How to Make a Claim

During normal office hours

Contact **your** Insurer on 0800 051 0233

Outside normal office hours

Please contact the Loss adjuster Woodgate and Clark on their emergency number 01732 520270

Confirm **you** are a leaseholder of the Local Authority named on **your schedule** and that cover is via **your** broker Arthur J. Gallagher Insurance Brokers Limited and **we** will be able to advise and assist **you**.

Service Commitment to You

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

If **you** have any questions or concerns about **your** insurance in the first instance **you** should contact the Local Authority shown in the **schedule** who arranged this policy. If they are unable to answer **your** question this will be passed to **your** broker:

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

Telephone: +44(0)1245 341200

Complaints Procedure

If **you** wish to make a complaint then write to NIG direct at the following address quoting **your** policy number:

The Chief Executive
NIG
Churchill Court
Westmoreland Road
Bromley
BR1 1DP

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

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

Financial Services Compensation Scheme

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

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

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

Telephone 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

The Law that governs this Policy

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

Data Protection

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

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

The Insurance Contract

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

Fair Presentation of the Risk

- A. **You** have a duty to make to **Us** a fair presentation of the risk before:
 - i. the inception of this Policy;
 - ii. an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii. the renewal of this Policy; and
- B. In the event of a breach of such duty, if the breach is
 - i. deliberate or reckless, **We** may:
 - a. in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 3) by notice to **You** in writing at **Your** last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b. in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;

- ii. neither deliberate nor reckless and **We** would not have
 - a. in relation to an alteration made to this Policy, agreed to the alteration on any terms, **We** may treat this Policy as if the alteration was never made, but in that event **We**:
 - i. will return any extra premium paid; or
 - ii. may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. **We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b. entered into this Policy on any terms, **We** may avoid this Policy and refuse all claims but will return any premiums paid; or
- iii. neither deliberate nor reckless and **We**:
 - a. would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if **We** so require; and
 - b. in respect of an alteration made to this Policy:
 - i. would have agreed to the alteration, but would have charged an increased premium by more than **We** did or (in the case of an unchanged premium) would have increased the premium, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration

We will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item B. iii. a. above), based on the total premium actually charged compared to the premium that **We** would charged;
 - ii. (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and **We** would have increased the premium, would not have reduced the premium, or

would have reduced it by less than **We** did, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

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

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

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

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

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

Keeping Us Informed

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

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

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

Definitions

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

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

Word	Meaning
Excess	The first part of any claim that you must pay. Notwithstanding the above the excess will apply to each individually leased unit which is owned or part owned or occupied by any shared owner lessee or their tenant.
Fixtures & Fittings	Fixtures and fittings of the property including: - Built-in furniture and built-in ovens and hobs, fixed glass and sanitary ware, pipes, ducts tanks, wires, cables, switches, fires, boilers and storage heaters, all of which are permanently fixed. Wall, floor or ceiling coverings, (other than carpets), all of which are permanently fixed. Any of the above items awaiting permanent fixture to the buildings within a reasonable period of time.
Geographical limits	United Kingdom
Insured	The organisation(s) and person(s) named on the schedule .
Members of your family	Your respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with you .
Motorised vehicle	Any motorised vehicle which is licensed for use on a road or which has to be insured under any laws governing how motor vehicles are used. Including electrically, mechanically or power assisted conveyance, trailers, caravans, aircraft, hovercraft, watercraft or any parts or accessories for any of them (other than gardening equipment and pedestrian controlled equipment) used within the boundaries of the land belonging to the buildings .
Ornamental or landscaped gardens	Any garden that is professionally designed, landscaped and tended.
Our, Us, We	The insurer as stated in the schedule and in this policy wording.
Period of insurance	This is the length of time covered by this insurance (as shown in the schedule) and any extra period for which we accept your premium.
Pollution or Contamination	pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination .
Rebuilding cost	The cost of rebuilding all the buildings in the same way, size, style and appearance as when they were new. This includes fees and other costs and the cost of meeting Local Authority and other legal requirements.
Rent	Including but not limited to unitary charges, grants, fees, service charges and/or management charges.
Resident	The part owner, lessee or tenant of any building and their respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the individually leased unit with the lessee or tenant.
Schedule	The document which describes details of your insurance.

Word	Meaning
<i>Uninhabitable</i>	Unfit for human habitation due to Inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities effective drainage/sewage system if the <i>building</i> is unstable, as defined under the Housing Act 1985.
<i>Unit</i>	Each individual house, bungalow, flat, or apartment which form part of the <i>building(s)</i> including common parts but only to the extent of <i>your</i> interest as defined in the lease.
<i>United Kingdom</i>	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
<i>Unoccupied</i>	Vacant, empty, untenanted or not in use.
<i>You, Your</i>	The <i>Insured</i> stated on the <i>schedule</i> .

Buildings Section

Your *schedule* will show if this section applies.

What is covered	What is not covered (see also General Exclusions)
<p>Buildings</p> <p>Loss or damage to the buildings caused by the following events occurring or commencing during the period of insurance:</p>	<p>The excess shown in the schedule.</p> <p>The amount of the loss above the limit per building or block as shown in the schedule.</p>
<p>1. Fire, smoke, lightning, explosion, earthquake, subterranean fire</p>	
<p>2. Storm or flood</p>	<p>Loss or damage to fences and gates.</p> <p>Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the building is damaged by the same cause at the same time.</p>
<p>3. Freezing water in fixed water or fixed heating systems</p> <p>Water escaping from washing machines, dishwashers, fixed heating systems or fixed water systems including any tank, apparatus or pipe</p> <p>Oil escaping from a fixed heating system</p>	<p>Loss or damage to the appliance or system itself from which the water or oil escapes, except where the damage is caused by freezing.</p> <p>Loss or damage to swimming pools.</p> <p>Subsidence, landslip or heave caused by escaping water.</p> <p>Loss or damage occurring after the individually leased unit has been unoccupied for more than 35 consecutive days.</p>
<p>4. Riot, civil commotion, strike, labour or political disturbance</p>	<p>Any claim reported more than 7 days after the date of the incident.</p>
<p>5. Malicious Damage</p>	<p>Loss or damage caused by you or any person lawfully in the individually leased unit.</p> <p>Loss or damage occurring after the individually leased unit has been unoccupied for more than 35 consecutive days.</p> <p>The cost of removing graffiti. This does not apply to graffiti within the building.</p>
<p>6. Theft or attempted theft</p>	<p>Loss or damage caused by you or members of your family, any of your directors or employees/members of staff.</p> <p>Loss or damage occurring after the individually leased unit has been unoccupied for more than 35 consecutive days.</p> <p>Loss or damage due to any person obtaining property by deception unless deception is used to gain entry to the building.</p>

What is covered	What is not covered (see also General Exclusions)
<p>7. Subsidence, heave or landslip of the site on which your buildings stand.</p>	<p>The subsidence, heave or landslip excess of £1,000 per unit or £2,500 per Building, or as shown in the schedule.</p> <p>Loss or damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit TV systems, security equipment, fixed signs and external lighting unless the main structure of the buildings is damaged by the same cause and at the same time.</p> <p>Loss or damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the buildings are damaged by the same cause and at the same time.</p> <p>Loss or damage caused by new structures bedding down, expanding or shrinking or the settling of newly made-up ground.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings.</p> <p>Loss or damage caused by or as a result of the buildings being under construction demolished, altered or repaired.</p> <p>Loss or damage, which commenced before the inception of this insurance.</p>
<p>8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.</p>	<p>The cost of removing part or all of fallen trees unless damage has been caused to the buildings.</p>
<p>9. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	
<p>10. Impact by flying objects, vehicles, trains animals or aircraft or anything dropped from them.</p>	
<p>11. Accidental damage</p>	<p>Damage caused by domestic pets.</p> <p>Damage caused by the buildings moving, settling, shrinking, collapsing or cracking.</p> <p>Damage caused by any process of cleaning, repairing, renovating or maintaining the buildings.</p> <p>Damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lampposts and drives.</p> <p>Loss or damage occurring after the individually leased Unit has been unoccupied for more than 35 consecutive days.</p> <p>Loss or damage to the individually leased unit while it is lent, let or sub-let (in whole or in part).</p>
<p>12. Accidental damage to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the buildings which you, or any of the residents are legally responsible for.</p>	<p>Damage caused by or from movement, settlement or shrinkage of any part of the buildings or the land belonging to the buildings.</p>

What is covered	What is not covered (see also General Exclusions)
<p>13. Accidental breakage of glass in doors or windows, ceramic hobs if fitted, sanitary ware. Solar heating panels fixed to and forming part of the building or within the curtilage of the Insured property.</p>	<p>Loss or damage occurring after the individually leased unit has been unoccupied for more than 35 consecutive days.</p> <p>Loss or damage to the individually leased unit while it is lent, let or sub-let (in whole or in part).</p>

Extensions

What is Covered		What is not covered (see also General Exclusions)
1	<p>Emergency entries.</p> <p>Damage to the property caused by forced entry of Emergency Services</p>	<p>Damage as a result of actual or suspected criminal activities by the leaseholder or shared owner</p>
2	<p>Loss of Rent and other revenue and charges and cost of alternative accommodation.</p> <p>If the buildings are uninhabitable due to damage to the same buildings by any of the events 1 to 13 of this section.</p> <p>Or</p> <p>if the buildings are uninhabitable due to damage caused to property nearby by any of the events 1 to 13 of this section following instructions from the emergency services.</p> <p>Or</p> <p>if the buildings at any:</p> <ol style="list-style-type: none"> generating station or sub-station of a public electricity supply provider land based premises of the public gas supply or any national gas producer linked directly to them waterworks and pumping stations of a public water supply provider land based premises of any public telecommunications provider <p>from which the buildings obtain electricity, gas, water or telecommunication services are damaged by any of the events 1-13 of this section which results in the buildings being uninhabitable.</p> <p>Or</p>	<p>Any amount above 25% of the rebuilding cost of the unit (including fixtures & fittings) owned by you or for which you are legally responsible which has been declared to us and which we have accepted under this insurance</p> <p>Any costs caused by any electricity, gas, water or telecommunications company cutting off or restricting your supply other than as a direct result of loss or damage by any of the events 1-13 of this section</p> <p>Any costs due to the failure of your electricity, gas, water or telecommunications supply caused by a withdrawal of labour at the electricity, gas, water or telecommunications company</p>

What is Covered	What is not covered (see also General Exclusions)
<p>Rent and or costs of alternative accommodation if incurred as a result of denial of access to the building or part thereof by order or advice of Government, Local Authority or Emergency Services due to an emergency event in or within one mile of the boundary of the building that causes or threatens a danger or disturbance and where there is no loss or damage to the building.</p> <p>We will pay for:-</p> <p>Rent you would have received but have lost</p> <p>Reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by you or the resident of the buildings during the period necessary to restore the buildings to a habitable condition.</p>	<p>Any amount above £100,000 any one loss resulting from the same emergency event</p> <p>Any denial of access to the building or part thereof lasting less than 12 hours</p> <p>Rent and or costs of alternative accommodation where the cause of denial of access is due to your non-compliance with a prior order of Government, Local Authority or Emergency Services</p> <p>Any amount in excess of £1,000 in respect of alternative accommodation for domestic pets</p>
<p>3 Metered water and oil.</p> <p>The cost of metered water for which you are legally responsible lost in the buildings following accidental damage.</p> <p>The cost of oil lost from the domestic heating installation for which you are legally responsible following damage to any part of the domestic heating installation.</p>	<p>Any amount above £25,000 for any one loss.</p>
<p>4 Trace and access</p> <p>We will pay the costs and expenses you pay with our written permission to find the source of any damage caused to the building by escape of water from a fixed water or heating system and then make good.</p>	<p>Where none of the events in 1 to 13 of this section have operated, the most we will pay is £6,000 any one building and in all during the period of insurance.</p>

What is Covered		What is not covered (see also General Exclusions)
5	Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the buildings or within the curtilage of the insured premises.	Loss or damage more specifically insured under a contents policy.
6	Loss or damage to ornamental or landscaped gardens caused by events 1, 5, 6, 7 and/or by the emergency services No excess will apply.	Any amount above £10,000 any one loss.
7	Locks and keys If you or the residents lose the keys to the doors of the buildings or to safes or alarms in the buildings or they are stolen, or there is accidental damage to the locks of the doors, safes or alarms, we will either pay the cost of: changing locks and keys repairing locks if we choose No excess will apply.	Any amount above £1,500 any one building and in all during the period of insurance . Loss or damage caused by any process of repair or restoration.
8	Removal of debris We will pay the cost of removing debris, dismantling and/or demolishing, shoring up or propping, where damage has been caused to buildings by any of the events 1 to 13 of this section.	Any costs or expenses incurred in removing debris except from the site of buildings destroyed or damaged and the area immediately adjacent to the site. Contents of the buildings .
9	Public Authorities Following a valid claim under the policy, cover includes additional costs to reinstate the property to comply with European Union and public authority legislation (where necessary).	
10	Workman's Clause Workmen are allowed to work in the buildings for the purpose of effecting and repair, minor additions and alterations and decorations without prejudice to this insurance	
11	Damage by squatters Subject to proof that damage occurred within the policy period only one excess will apply per insured building	
12	Legal fees following occupation by squatters We will pay for legal fees, incurred with our permission which are necessary to repossess the building following occupation by squatters	Any amount above £12,000 any one building and in all during the period of insurance .

What is Covered		What is not covered (see also General Exclusions)
13	<p>Notice Of Interests</p> <p>(i) 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 individual building covered by this insurance is noted the extent of such interest to be disclosed in the event of loss.</p> <p>(ii) The interest of contractors and/or subcontractors working on any property owned by or your legal responsibility is noted as far as may be required under contract.</p>	

Buildings Section

Exclusions

The following exclusions apply to Buildings	
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.	Loss or damage caused by frost.
7.	The cost of maintenance normal redecoration and preparation for occupancy.
8.	Consequential loss of any kind unless specified in the schedule .
9.	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.
10.	Loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by you .

Property Owners Liability Section

Cover

Your schedule will show if this section applies

What is covered	What is not covered (see also General Exclusions)
<p>1. Your legal responsibility to pay damages and/or costs to others awarded by any court of law 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</p> <p>a) arising out of a defect in the buildings; or</p> <p>b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any 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 and interest in the building</p> <p>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 b) 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</p> <p>Any liability under paragraph 1b in respect of which you or any member of your family are entitled to indemnity from any other source</p>	<p>The amount of the claim above the limit of indemnity for all damages and claimant costs resulting from any single event during any period of insurance is the amount shown on the schedule.</p> <p>Liability arising directly or indirectly from:</p> <p>Loss or damage to property belonging to or held in trust by you;</p> <p>loss, injury or damage arising out of owning, possessing or using motorised vehicles;</p> <p>demolition, erection or structural alteration of or addition to new or existing buildings or structures;</p> <p>an assault, alleged assault or a deliberate or criminal act by you or your employee;</p> <p>the transmission of any communicable disease or virus by you</p> <p>Any legal responsibility of any resident as occupier (not as owner) of the building in which they are residing</p> <p>The cost of correcting any fault or alleged fault</p> <p>Any liability solely as occupier of the buildings</p> <p>Any legal responsibility you or any member of your family have under any agreement that you or any member of your family would not have if the agreement did not exist</p> <p>Any liability arising from owning vacant land awaiting development or sale.</p> <p>Any liability under paragraph 1b in respect of which you or any member of your family are entitled to indemnity from any other source</p>

What is covered	What is not covered (see also General Exclusions)
<p>2. Persons Entitled to Indemnity shall mean:</p> <p><i>a) you</i></p> <p><i>b) Your</i> personal representatives in respect of legal liability incurred by <i>you</i></p>	
<p>3. We will provide indemnity to any Person Entitled to indemnity in respect of:</p> <p>a) costs of legal representation at</p> <ul style="list-style-type: none"> • any coroner’s inquest in inquiry in respect of any death • proceedings in any court arising out of any alleged breach of statutory duty resulting in injury, loss or damage specified in 1 above which may be the subject of indemnity under this section. <p>b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with our written consent.</p>	
<p>4. We will also pay defence costs and other expenses <i>you</i> incur following <i>our</i> written permission.</p>	
<p>5. Cross Liability Clause</p> <p>If more than one Insured is named in the schedule each Insured so named shall be considered as a separate and distinct entity and cover shall be construed as applying to each Insured as though each had been insured separately subject to the overall limit of indemnity shown in the schedule.</p>	

Conditions

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

General Exclusions

The Following Exclusions Apply to the Whole of Your Policy

This insurance does not cover:

1. Radioactive Contamination

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

This insurance does not cover:

direct or indirect loss or damage to any property,

any legal liability;

costs and expenses; or

death or injury to any person;

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

Radioactive contamination from:

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

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

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

2. Sonic Bangs

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

3. Pollution or Contamination

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

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

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

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

4. Cyber

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

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

5. Loss of Value

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

6. Indirect Loss

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

7. War

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

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

8. Terrorism

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

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

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

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

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

Policy Conditions

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

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

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

1. Taking care

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

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

2. Change in Risk

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

3. Fraudulent Claims

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

- a** shall not be liable to pay the claim;
- b** may recover from **you** any sums paid by **us** to **you** in respect of the claim;

and

- c** may (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 3) by notice to **you** in writing at **your** last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
 - i** refuse all liability to **you** under this Policy in respect of any event that gives rise to **our** liability occurring after the time of the fraudulent act; and:
 - i** retain any premiums paid under this Policy.

4. Non Invalidation

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

5. Arbitration

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

6. Transferring **your** interest in the Policy

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

7. Multiple Insureds Clause

- (i) It is noted and agreed that if the **Insured** described in the **schedule** comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that **our** total liability to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or **endorsement** stated in this insurance.
- (ii) It is understood and agreed that any payment or payments by **us** to any one or more such insured parties shall reduce to the extent of that payment **our** liability to all such parties arising from any one event giving rise to a claim under this insurance and (if applicable) in the aggregate.

- (iii) It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- (iv) It is further understood and agreed that **we** shall be entitled to avoid liability to any of the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of this policy committed by that insured party each referred to in this clause as a Vitiating Act.
- (v) It is however agreed that (save as provided in this Multiple Insured's Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (vi) **We** hereby agree to waive all rights of subrogation howsoever arising which **we** may have or acquire against any insured party arising out of any occurrence in respect of which a claim is admitted under this insurance except where the rights of subrogation or recourse are acquired in consequence or otherwise as a result of fraud or a deliberate Vitiating Act in which circumstances **we** may enforce such rights notwithstanding the continuing or former status of the vitiating party as an **Insured**.

8. Multiple Section Claims

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

Claims Conditions

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

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

What To Do

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

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

For any other claims, tell **us** as soon as possible but no more than 90 days after the date **you** should have known about the insured incident.

Rights and Responsibilities

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

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

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

take over the defence or settlement of any claim;

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

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

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

How to Make a Claim

During normal office hours

Contact **your** Insurer on 0800 051 0233

Outside normal office hours

Please contact the Loss adjuster Woodgate and Clark on their emergency number 01732 520270

Confirm **you** are a leaseholder of the Local Authority named on your **schedule** and that cover is via Arthur J. Gallagher Insurance Brokers Limited and they will be able to advise and assist **you**.

Follow the steps below

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

Any settlement will be subject to the deduction of any applicable policy excess.

What **we** will do.

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

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

Buildings Section – Claims Settlement

How we Settle Claims

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

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

In the event of a claim in respect of damage to common parts of building containing leasehold flats insured under this policy the claim will be settled, subject otherwise to the terms and conditions of this policy, by contributing to the cost of repair in the same proportion as the leasehold flats are as a part of the whole building.

If Repairs Or Replacement Are Not Carried Out

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

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

Building Regulations, Local Authority or Legal Conditions

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

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

Excess

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

Reinstatement of Sum Insured

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

Other Insurance

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

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

Arbitration

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

Subrogation

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



Gallagher

Insurance | Risk Management | Consulting