

# Landlord's Property Insurance

Providing Specialist Property Insurance for Landlords



## Superior Landlord Insurance Policy

Consumer Clients Purchasing Landlord's Insurance

### Introduction

Thank **You** for choosing the NLA Property Insurance policy.

This booklet and **Your Schedule** together contain **Your** full terms and conditions. It is a legal document that You must read to ensure that You understand what **Your** cover includes and what it does not.

If **You** have any questions or concerns please contact us. **We** would be happy to hear from **You**.

Email: [info@nlapropertyinsurance.org.uk](mailto:info@nlapropertyinsurance.org.uk)

Tel: 08449 800 299

Web: [www.nlapropertyinsurance.org.uk](http://www.nlapropertyinsurance.org.uk)



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## Your Policy

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**Your** NLA Property Insurance Policy is made up of several parts which must be read together as they jointly form **Your** contract of insurance, these are the Policy Wording, Summary of Cover and Insurance **Schedule**. It is therefore important that **You** read and understand all parts of **Your** documentation so that **You** fully understand what **Your** cover includes and what it does not.

If **You** have any questions or wish to make any changes to **Your** policy please do not hesitate to contact **Us**.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You** against **Damage You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**. The insurance is provided under the terms and conditions contained in this booklet or in any **Endorsement** shown in Your Schedule **as applying to this insurance**.

This insurance relates ONLY to those sections which are shown in the **Schedule** as being included.

It is important that:

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your Own** duties under each section and under the insurance as a whole.

### **This contract is underwritten by:**

Allianz Insurance plc

Allianz Insurance are one of the largest general insurers in the UK and are part of the Allianz Group, one of the world's foremost financial service providers.

With Allianz Insurance underwriting **Your** policy **You** can be confident that **You** are insured by a Company which is relentless in its commitment to protecting and serving **You**. This insurance has been accepted under a binding authority, whereby authority has been granted to NLA Property Insurance by Allianz Insurance plc.

Allianz Insurance plc are authorised and regulated by the Financial Services Authority under reference number 121849.

Please note that correspondence should not be sent directly to insurers, but must always be sent to NLA Property Insurance at the contact address shown in the **Schedule**.

### **This contract is administered by:**

HFIS plc,  
Kingmaker House, Station Road,  
New Barnet, Hertfordshire EN5 1NZ

NLA Property Insurance is a trading name of HFIS plc who are authorised and regulated by the Financial Services Authority. This information can be checked on the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

In order to maintain a quality service, telephone calls may be monitored or recorded.

## Complaints procedure & other notices

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At NLA Property Insurance we aim to provide our clients with the best possible service. If you are not satisfied with the level of service provided by us, we will endeavour to resolve this as soon as possible.

If you feel that you have cause to complain please follow the steps below

### How to make a complaint

- Writing to The Business Delivery Director, NLA Property Insurance, Kingmaker House, Station Road, Barnet, Herts EN5 1NZ
- Telephoning 0845 310 6300
- E-mailing [complaints@hamiltonfraser.co.uk](mailto:complaints@hamiltonfraser.co.uk)
- Faxing 0845 310 6301

If your complaint concerns the provision of (or failure to provide) a service by another firm authorised by the Financial Services Authority, such as an insurer, we will promptly provide you with the full contact details for the firm and ensure that your complaint is re-directed to the correct company without delay.

We will endeavour to resolve your complaint at the earliest possible stage. We will thoroughly investigate the matter and will usually send our response to you in writing no later than eight weeks after receipt of your complaint.

We will keep you informed of our progress and the measures being taken to resolve your complaint. If our final response is not issued within eight weeks of the date we received your complaint, we will write to you explaining why we have been unable to resolve your complaint and indicate when we will make further contact. You are welcome to contact us at any time to check the status of our investigation.

### Referring your complaint to the Financial Ombudsman Service

If, after making a complaint to us, you feel that the matter has not been resolved to your satisfaction (or if your complaint remains unresolved after 8 weeks of initially telling us); if you are an eligible complainant you may be able to refer your complaint to the Financial Ombudsman at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 08450 801 800

In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.

## Complaints procedure & other notices continued

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### Law applicable and jurisdiction

Under European law, **You** and the insurer are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

### Data Protection Act 1998

We may use the personal and **Business** details **You** have given **Us** or which are supplied by third parties including any details of directors, officers, partners and employees to provide **You** with a quotation; deal with **Your** policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer **Your** policy and to handle claims and prevent fraud; to support the development of **Our** business by including **Your** details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on **Our** behalf. **You** agreed when **You** applied for the policy that **Your** directors, officers, partners and employees have consented to **Our** using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act 1998 is defined as sensitive for the purposes of evaluating the risk or administering claims which may occur. **You** must ensure that **You** have explicit verbal or written consent from the Insured Persons to such information being processed by **Us** and that this fact is made known to the Insured Persons.

We will not share **Your** data with any other companies outside of NLA Property Insurance or Allianz Insurance plc, and **Your** details will not be retained any longer than is necessary or as required by FSA Legislation.

### Cancellation of this insurance

#### Your Statutory Right to Cancel this Insurance within 14 days

**You** are entitled to cancel this insurance by contacting NLA Property Insurance within 14 days of either:-

- the date **You** receive **Your** policy documentation; or
- the start of the **Period of Insurance**.

whichever is the latter. Providing **You** have not made any claims **We** will refund the premium, though NLA Property Insurance may charge **You** an administration fee.

#### Cancellation of this insurance after 14 days

**You** can also cancel this insurance at any time during the **Period of Insurance** by contacting NLA Property Insurance. Any return premium due to **You** will depend on:-

- How long this insurance has been in force; and
- The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments

No return of premium will be given if a claim has occurred during the Period of Insurance and NLA Property Insurance may charge **You** an administration fee.

#### Cancellation by us

We can cancel this insurance by giving **You** 14 days notice in writing, which **We** will send to the address shown in the **Schedule** as **Your** last known correspondence address. Any return premium due to **You** will depend on:-

- How long this insurance has been in force; and
- The terms and conditions contained within the premium instalment plan if the premiums are paid by monthly instalments.

In the event of non payment of the premium, this insurance will be regarded as being cancelled from the date when payment was due or the default date where premium is paid by instalments.

## Definitions

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Wherever the following words and phrases appear in this insurance they will always have these meanings:

### Accidental damage

**Damage** caused by violent external and visible means from a single identifiable event.

### Bodily injury

**Bodily injury** includes death, disease, illness or nervous shock.

### Buildings

The **Buildings** (including foundations) at the **Premises** including the following all situate on in or at the **Premises**.

- Landlord's fixtures & fittings (including communal television and radio receiving aerials satellite dishes communication equipment and related fittings on or in a Residential Property), fixed glass fixed sanitary ware in on or pertaining to the **Buildings**
- Walls gates fences and services
- Fuel tanks and their ancillary equipment and pipe work
- Driveways, hardstandings and similar hard surfaced areas all being constructed of solid materials
- Landscaping (including trees shrubs plants turf and other forms of vegetation) including garden furniture ornaments and statues but excluding ponds and lakes
- Garages and outbuildings owned and used in connection with the **Buildings**

### Business

Ownership, organisation and/or management of the **Premises** named in the **Schedule** which are used for domestic purposes.

### Contents

Fitted carpets, furnishings, household goods and other **Contents** of reception and storage areas and other communal parts specifically provided for the use of the **Tenant** at the insured **Premises** for which **You** are legally liable

**Contents** does not include:-

- Landlords fixtures and fittings which are insured under Section 1
- Articles of gold, silver, gold and silver plated articles, other precious metals, jewellery or furs
- Cameras (including video and camcorders), sports equipment
- Pedal cycles, clothing and personal effects
- Money, bills of exchange and promissory notes, securities or documents of any kind
- Any one curio, picture or other work of art valued in excess of £1,000
- Property in the open
- Pets and livestock
- Motor vehicles, caravans, boats, trailers or accessories in them or attached to them
- Any property belonging to the **Tenants**

### Damage

Loss or destruction of or **Damage** to Property Insured.

### Employee

Full or part time employees under a contract of employment while working for **You** in connection with the **Business** for the purposes of general property maintenance, domestic cleaning duties, rent collection, care-taking, ground maintenance or administration but only in respect of private dwellings, flats or maisonettes not exceeding three floors plus basement and attic if applicable.

This insurance will not cover employees that undertake any works that involve:-

- a) Construction, major refurbishment or alterations to the fabric of the property, or the use of scaffolding, unless suitably equipped to do so.
- b) Replacement of glass (unless for the purpose of minor repairs),
- c) Major plumbing work involving changes to the heating or water supply infrastructure of the property,
- d) Work on outside drainage systems other than basic remedial unblocking or cleaning operations.
- e) Landscaping of gardens or driveways which includes the use of industrial gardening equipment, chainsaws or tree felling equipment.

while working for **You** in connection with the **Business** at the **Premises** named in the **Schedule**.

### Endorsement

A change in the terms and conditions of this insurance.

### Excess

The amount payable by **You** as the first part of a claim.

### Non-tenantable

Where the private dwelling is not in a full and functioning condition thus preventing it from being let as a domestic dwelling, due to but not limited to fully functioning:-

- **Sanitary Fixtures**; or
- Kitchen facilities; or
- Normal domestic utilities

### Tenant

**You** or another person(s) who occupy the property for a fixed period of time under the terms of a written lease or a similar legal entitlement or agreement.

### Period of Insurance

The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

### Premises

The address which is named in the **Schedule**.

### Private residence

A self-contained private dwelling house, maisonette or flat within a block of flats.

### Resident

The owner, lessee or **Tenant** of any Blocks of Flats or **Private Residence** and any member of his/her family permanently residing with him/her and subject to a formal lease agreement between the property owners and the **Resident**.

### Sanitary fixtures

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

### Schedule

The **Schedule** is part of this insurance and contains details of **You**, the **Premises**, the sums insured, the **Period of Insurance** and the sections of this insurance which apply.

### Standard construction

Brick, stone or concrete built and mainly roofed with slates, tiles, metal, asbestos, asphalt or concrete.

### Terrorism

Any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means.
- Putting the public or any section of the public in fear.

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### Territorial limits

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

### Unoccupied

Any **Buildings** or part of any **Buildings** that are unfurnished unattended empty or no longer in active daily use for a period exceeding 30 consecutive days.

### We/Us/Our

Allianz Insurance plc.

### You/Your

The person, people or manager on behalf of the individual owners shown in the **Schedule** as the Insured.

## General conditions applicable to the whole of this insurance

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Each building included under this insurance is considered to be covered as if separately insured.

### A) Your duties

- i) **You** must take all reasonable steps to prevent **Damage** or an accident and keep the **Buildings** in a good state of repair.
- ii) **You** must tell NLA Property Insurance before **You** start any conversions, extensions or other structural work to the Buildings that:-
  - Changes the use of the **Buildings** in any way; or
  - Renders the **Private Residence Non-Tenantable** for any period of time; or
  - Increases the cost of rebuilding the Buildings by more than 10% of the sum insured stated in the Schedule for that building.

When **We** receive this notice **We** have the option to change the conditions of this insurance.

If, during the **Period of Insurance** the cost of rebuilding the **Buildings** is increased because **You** have built an extension or have carried out other alterations, **We** will automatically cover the cost of these extensions and alterations provided they do not exceed 10% of the Sum Insured for **Buildings** – Section 1. **We** will not charge the extra premium during the **Period of Insurance**, but **You** must advise NLA Property Insurance of the amended cost of rebuilding the **Buildings** prior to the renewal date of this insurance.

- iii) **You** must tell NLA Property Insurance if:-
  - The **Private Residence** becomes **Non-Tenantable** at any time
  - The use of the **Private Residence** is changed to anything other than a **Private Residence**
  - The type of **Tenant** within the **Private Residence** is changed from that which was declared to **Us** at the start of this insurance
- iv) **You** must comply with all local authority regulations or statutory conditions regarding the **Business**, including, but not limited to:-
  - The 1998 Gas Safety (installation and Use) Regulations
  - Electrical Equipment (Safety) Regulations 1994
  - Building Act 1984 (including Building Regulations (Part P))
  - Furniture and Furnishings (Fire) (Safety) Regulations 1988
  - Regulatory Reform (Fire Safety) Order

**If You fail to comply with any of the above duties this insurance may become invalid.**

### B) Sum insured

You must ensure that the sums insured stated in the **Schedule** are adequate throughout the **Period of Insurance**. It is therefore important that **You** regularly review these sums insured to ensure they remain adequate as if, at the time of **Damage**, the sum insured is inadequate **We** will only pay a proportion of the claim.

- i) **Buildings** should be insured for the full cost of rebuilding the **Buildings** in the same form, style and condition as new plus a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with Government or local authority requirements.
- ii) It should be noted that the rebuilding cost in areas of high property values may be different from the market value.
- iii) **Contents** should be insured for the full cost of replacement as new. **Your Contents** sum insured will not be index linked.

**If You fail to comply with any of the above duties this insurance may become invalid.**

## General conditions applicable to the whole of this insurance cont.

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### C) Unoccupied buildings

**You** must tell NLA Property Insurance immediately if

- The **Private Residence** is left without a **Resident/Tenant**; or
- There is a break between tenancy agreements for more than 90 consecutive days in length

Where the **Private Residence** is left without a **Resident/Tenant**; for up to 30 consecutive days, no additional terms or conditions will be applied.

Where the **Private Residence** is left without a **Resident/Tenant**; for between 30 and 90 consecutive days **You** must:-

- Ensure that all security devices are kept in full and effective operation
- Have weekly internal and external inspections of the **Buildings** carried out by **You** or a competent person employed by **You**
- Keep written reports of weekly inspections
- Rectify any defects revealed during weekly inspections
- Between 1st November and 31st March (both days inclusive) ensure that either:-
  - i) the water supply be switched off at the mains and the entire water system and central heating system be drained of all water; or
  - ii) where the entire private dwelling has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open.

Note: Before **We** pay a claim following loss or **Damage** resulting from bursting or leaking of water apparatus and the escape of water from or freezing of any fixed domestic water or heating installation **We** may at **Our** option ask **You** to provide any bills for utilities being supplied to the **Private Residence** at the time of such loss.

**If You fail to comply with any of the above duties this insurance may become invalid.**

### D) Mortgage or other interests

The interest of the owner(s), mortgagee(s), lessor(s), or other interested parties in the **Buildings** is noted. **You** will be required to tell **Us** of these in the event of a claim.

In addition **We** will protect the interest of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **Buildings** where the risk of **Damage** is increased without the authority or knowledge of the mortgagee(s) or lessor(s) provided the mortgagee(s) or lessor(s) shall tell **Us** in writing immediately they become aware thereof and pay any reasonable extra premium **We** may require.

### E) Non invalidation

The insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased by a **Resident** unknown to or beyond **Your** control provided when **You** become aware thereof **You** immediately give notice to **Us**.

## General exclusions applicable to the whole of this insurance

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This Policy does not cover

### A) Radioactive contamination

Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature

- i) 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
- ii) Directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - a) dispersing radioactive material and/or ionising radiation or
  - b) using atomic or nuclear fission and/or fusion or other like reaction

Exclusion A.i. does not apply to the Employers' Liability Section when insured by this Policy other than in respect of:

- a) liability of any principal
- b) liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement

Exclusion A.ii. does not apply to the Employers' Liability and Property Owners Liability Sections when insured by this Policy

Exclusions A.i. and A.ii. do not apply to the Fidelity Guarantee, **Terrorism**, and Directors and Officers Sections when insured by this Policy

### B) War exclusion (Not applicable to the Employers' Liability & **Terrorism** Sections)

Loss, destruction, **Damage**, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### C) **Terrorism** (Not applicable to the Employers' Liability, Property Owners Liability and **Terrorism** [when insured as a separate section] Sections)

- i) In respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987: loss or destruction or **Damage** or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
  - a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such act of **Terrorism**
  - b) any action taken in controlling, preventing or suppressing any Act of **Terrorism**, or in any other way related to such an Act of **Terrorism**

In respect of i). above an Act of **Terrorism (Terrorism)** means:

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 Government de jure or de facto

- ii) In respect of territories other than those stated in i. above:
  - a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to such an Act of **Terrorism**
  - b) any action taken in controlling, preventing or suppressing any Act of **Terrorism**, or in any other way related to such an Act of **Terrorism**

In respect of ii. above an act of **Terrorism (Terrorism)** means:

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

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or **Damage** or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

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

## General exclusions applicable to the whole of this insurance cont.

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### D) **E-Risks** (Not applicable to the Employers' Liability and Property Owners Liability)

- i) Loss or destruction of or any **Damage** to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
  - a) programming or operator error whether by the Insured or any other person
  - b) Virus or Similar Mechanism (as defined below)
  - c) Hacking (as defined below)
  - d) malicious persons (but this shall not apply to the acts of thieves involving physical force or violence)
  - e) failure of external networksunless, in respect of i.a., b. and c. above, such loss or destruction or **Damage** results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- ii) Any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or **Damage** described in paragraph a. of this Exclusion unless, in respect of i.a., b. and c. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- iii) Loss or destruction of or **Damage** to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or **Damage** to any Computer Equipment of the type described in paragraph a. of this Exclusion unless, in respect of loss or **Damage** to other property arising from i.a., b. and c. above resulting from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- iv) Loss or destruction of or **Damage** either to Computer Equipment or any other property where it consists of or arises directly out of:
  - a) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions or malicious persons
  - b) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in iv.a. above
  - c) any misinterpretation, use or misuse of information on computer systems or other records, programs or software
- v) Unless, in respect of iv.b. and iv.c. above, such loss, destruction or **Damage** results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion
- vi) Any financial loss or expense of whatsoever nature including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or **Damage** described in paragraphs iii. and iv. of this Exclusion unless, in respect of iii., iv.b. and c. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other Policy exclusion.

For the purpose of this Exclusion:

#### Computer Equipment

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software.

#### Virus or Similar Mechanism

Means any program code, programming instruction or other set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to "Trojan Horses", "Worms" or "Logic Bombs".

#### Hacking

Means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

### E) **Existing damage**

**We will not pay for Damage occurring outside of the Period of Insurance.**

## General exclusions applicable to the whole of this insurance cont.

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### F) Deliberate damage

We will not pay for **Damage** caused deliberately by **You**, a member of **Your** family, someone who permanently resides with **You** or an **Employee**.

### G) Wear, tear, maintenance, breakdown, leaks and gradually operating causes

We will not pay for:

- **Damage** caused by wear and tear, gradual deterioration, rusting, corrosion, wet rot, dry rot, rising damp or mould.
- **Damage** caused by joint leakage, failure of welds, cracking, bursting, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping connected to them.
- **Damage** caused by atmospheric or climatic conditions and the action of light.
- **Damage** caused by cleaning, repairing, restoring, renovating, dyeing or any process of heating or drying.
- The cost of maintenance or normal redecoration.

### H) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

### I) Diminution in market value

This insurance does not cover diminution of market value beyond the cost of repair or replacement.

### J) Excess

In the event of a claim **We** will deduct an **Excess** from any settlement made. The amount of the **Excess** is shown in the **Schedule** and is dependant upon the cause of **Damage**.

### K) Pollution and contamination

This insurance excludes all **Damage** and liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident that takes place in its entirety at a specific time and place during the **Period of Insurance**.

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

For the purpose of this exclusion pollution or contamination shall be deemed to mean:-

- i) All Pollution or Contamination of **Buildings** or other structures or of water or land or the atmosphere and
- ii) All **Damage** or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination

This insurance excludes all **Damage** and liability in respect of pollution or contamination unless reported to Us within 30 days from the end of the **Period of Insurance**.

### L) Pets, insects, fungus and vermin

We will not pay for **Damage** caused by pets, insects, fungus or vermin.

### M) Other insurance

If at the time of a claim there is any other insurance covering anything insured under this insurance **We** shall be liable only for a proportionate share.

## Making a claim and claims conditions applicable to the whole of this insurance

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All claims under this policy will be handled by the Hamilton Fraser Claims Team. If **You** need to make a claim, please contact the team as quickly as possible by one of the following methods.

**Tel:** 0845 310 6385

**Email:** [claims@hamiltonfraser.co.uk](mailto:claims@hamiltonfraser.co.uk)

Before calling please check **Your Schedule** and the relevant section in this Policy Wording to make sure that the **Damage** is covered. Read carefully any exclusions or conditions that may apply and refer to the '**Your duties**' section outlined below. Please remember that this insurance does not cover **Damage** which has been caused purely by wear and tear – it is not a maintenance contract.

The Claims Team will take full details of **Your** claim and let **You** know what **You** need to do next. In some cases this will mean the involvement of an independent loss adjuster who will make sure that **Your** claim is settled promptly and fairly.

### Your duties

In the event of a claim or possible claim under this insurance

1. **You** must provide the claims department with any other information they require within 30 days of their request.
2. **You** must forward to the claims department within 3 days, any letter, claim, writ, summons or other legal document **You** receive if a claim for liability is made against **You**. **You** must forward all information unanswered.
3. **You** must inform the police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
4. **You** must not admit liability or offer or agree to settle any claim without the written permission of the claims department.
5. **You** must provide the claims department with, at **Your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
6. **You** must take all reasonable care to limit any **Damage** or injury.
7. **You** must not dispose of or repair any damaged property before **We** have had the opportunity to inspect it or **You** have been advised by the claims department to dispose of it.
8. **We** may enter any part of the **Buildings** affected by the claim.
9. **You** cannot abandon the **Buildings** to **Us**.

**If You fail to comply with any of the above duties this may invalidate a claim.**

## How we deal with your claim

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### 1. Defence of claims

**We** may

- Take full responsibility for conducting, defending or settling any claim in **Your** name.
- Take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

### 2. Tenants Subrogation Waiver

Following **Damage** covered by **Buildings** – Section 1 of this insurance **We** will waive any rights, remedies or relief to which **We** might become entitled by subrogation against any **Tenant** of such **Buildings** provided that:-

- **Damage** did not result from a criminal, fraudulent or malicious act of the **Tenant**; and
- The **Tenant** contributed to the cost of insuring the **Buildings** against the event which caused the **Damage**.

### 3. Fraudulent claims

**You** must not act in a fraudulent manner. If **You** or anyone acting with or for **You**:-

- Makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or
- Makes a statement in support of a claim knowing the statement to be false in any respect or
- Submits a document in support of a claim knowing the document to be forged or false in any respect, or
- Makes a claim in respect, of any **Damage** caused by **Your** wilful act or connivance

Then:-

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under the policy.
- **We** may at **Our** option declare the policy void.
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date.
- **We** shall not return any premium.
- **We** may inform the Police of the circumstances.

## Buildings cover - section 1

The following cover applies only if the **Schedule** shows that **Buildings** is included.

The definitions on pages 5-6 outline what is included under the definition of **Buildings**

What is covered	What is not covered
<b>This insurance covers the Buildings for Damage directly caused by:</b>	<b>We will not pay for:</b>
1. Fire, smoke, explosion, lightning or earthquake.	
2. Riot, civil commotion, labour and political disturbances and strikes	
<p>3. Malicious <b>Damage</b> and vandalism</p> <p>i) Where loss or <b>Damage</b> is caused by <b>Your Tenants</b> or their guests <b>We</b> will deduct from any settlement offered by <b>Your Insurers</b> any amount which is recoverable by <b>You</b> from any deposit lodged by <b>Your Tenant</b>.</p> <p>ii) Where loss or <b>Damage</b> arises from <b>Your Tenant</b> use of the <b>Premises</b> for the manufacture, cultivation, harvest or processing by another method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).</p>	<p>a) The first £1,000 of any claim where loss or <b>Damage</b> is caused by <b>Your Tenant</b> or their guests</p> <p>b) Any amount in excess of £25,000 where loss or <b>Damage</b> is caused by <b>Your Tenant</b> or their guests in respect of any one claim</p> <p>c) Loss or <b>Damage</b> arising out of the illegal manufacture, cultivation, harvest or processing of drugs if You or Your Agent do not</p> <p>i. Carry out internal and external inspections of <b>Your Premises</b> at least every 3 months or as permitted under the tenancy agreement and</p> <p>(1) maintain a log of such inspections and retain that log for at least 24 months</p> <p>(2) carry out an audit of the inspections log at no less than six monthly intervals</p> <p>ii. obtain and record written formal identification of any prospective <b>Tenant</b></p> <p>iii. obtain and retain a written employers reference for any prospective <b>Tenant</b></p> <p>iv. obtain and record details of Your <b>Tenant's</b> bank account and verify those details by receiving at least one payment from the same account</p> <p>v. advise Your <b>Tenant</b>, where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items ii, iii and iv above for all lettings that they or their agents arrange.</p>
<p>4. Impact by</p> <p>i) aircraft or other aerial devices or anything dropped from them</p> <p>ii) vehicles</p> <p>iii) trains</p> <p>iv) Non-domestic animals</p> <p>v) falling trees or branches</p> <p>vi) falling aerials or masts</p> <p>vii) falling television satellite dishes but the most <b>We</b> will pay for any one satellite dish is £500</p>	
5. Storm or flood	<ul style="list-style-type: none"> <li>• <b>Damage</b> by frost</li> <li>• <b>Damage</b> to swimming pools, tennis courts, gates, fences, hedges, paved terraces, patios, paths and drives</li> </ul>

## Buildings cover - section 1 continued

The following cover applies only if the **Schedule** shows that **Buildings** is included.

What is covered	What is not covered
This insurance covers the Buildings for Damage directly caused by:	We will not pay for:
6. Subsidence or heave of any part of the site on which the <b>Buildings</b> stands or landslip.	<ul style="list-style-type: none"> <li>a) <b>Damage</b> caused by: <ul style="list-style-type: none"> <li>• the normal settlement, shrinkage or bedding down of new structures</li> <li>• the settlement or shrinkage of made up ground or of materials brought to the site</li> <li>• coastal or river erosion</li> <li>• defective design or workmanship or the use of defective materials</li> <li>• demolition, construction, structural alteration or repair of the <b>Buildings</b></li> <li>• groundwork or excavation at the <b>Buildings</b></li> </ul> </li> <li>b) <b>Damage</b> to solid floor slabs or <b>Damage</b> resulting from their movement unless the foundations beneath the outside walls of the main dwellings are damaged at the same time by the same cause</li> <li>c) <b>Damage</b> to swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives unless the main dwelling is damaged at the same time by the same cause</li> <li>d) <b>Damage</b> which compensation has been or would have been provided but for the existence of this insurance under any contract, guarantee or by law</li> </ul>
7. Escape of water from and resultant <b>Damage</b> arising from freezing of fixed water tanks, apparatus or pipes	
8. Theft or attempted theft	<b>Damage</b> to any portion of the <b>Buildings</b> used for <b>Business</b> or trade purposes other than for the purposes of the <b>Business</b>
9. Escape of oil from a fixed domestic oil-fired heating installation and smoke <b>Damage</b> caused by a fault in any fixed domestic heating installation	
10. <b>Accidental Damage</b>	<ul style="list-style-type: none"> <li>a) <b>Damage</b> specifically excluded elsewhere under <b>Buildings</b> - Section 1</li> <li>b) Defective design or workmanship or the use of defective materials</li> <li>c) <b>Damage</b> to the <b>Buildings</b> or any part of them arising from construction, structural alteration, repair or demolition</li> <li>d) Sudden and unforeseen <b>Damage</b> to property which is insurable under an engineering insurance policy</li> <li>e) <b>Damage</b> to outbuildings and garages which are not of Standard Construction</li> <li>f) <b>Damage</b> to swimming pools, tennis courts, walls, gates, fences, hedges, paved terraces, patios, paths and drives</li> </ul>

## Buildings cover extensions - section 1 continued

The following cover applies only if the **Schedule** shows that **Buildings** is included.

What is covered	What is not covered
<p><b>This section of insurance provides the following additional cover:</b></p>	<p><b>We will not pay for:</b></p>
<p><b>A) Additional Expenses</b></p> <p>We will pay necessary expenses <b>You</b> incur and which <b>We</b> have agreed in writing for:-</p> <ul style="list-style-type: none"> <li>• Architects, surveyors, consulting engineers and legal fees</li> <li>• The costs of clearing debris from the site or making safe, demolishing or shoring up the <b>Private Residence</b></li> <li>• Other costs to comply with government or local authority requirements following <b>Damage</b> which is covered under <b>Buildings</b> - Section 1</li> </ul>	
<p><b>B) Accidental breakage</b></p> <p>We will pay for accidental breakage of:-</p> <ol style="list-style-type: none"> <li>i) Fixed glass forming part of the building, including           <ul style="list-style-type: none"> <li>• double-glazed units</li> <li>• ceramic hobs and tops</li> <li>• solar panels</li> </ul> </li> <li>ii) Fixed sanitary ware forming part of the building</li> </ol>	
<p><b>C) Pipes Cables and Drains</b></p> <p>We will pay for the cost of repairing <b>Accidental Damage</b> to cables, underground pipes and drains (and their inspection covers) serving the <b>Buildings</b></p>	<ol style="list-style-type: none"> <li>a) Damage which <b>You</b> are not legally liable to repair</li> <li>b) Damage unless caused by external and visible means from a single identifiable event</li> </ol>
<p><b>D) Trace and Access</b></p> <p>As a result of <b>Damage</b> arising from an insured peril <b>We</b> will pay the reasonable costs necessarily incurred by <b>You</b> for locating the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed heating installation at the Premises.</p>	<ol style="list-style-type: none"> <li>a) Any amount in excess of £5,000 in respect of any one building</li> <li>b) Any amount in excess of £25,000 in any one Period of Insurance</li> <li>c) The replacement of or repair to any damaged or leaking pipes or water/heating components</li> </ol>
<p><b>E) Damage to Landscaped Gardens</b></p> <p>We will pay the reasonable costs of repairing <b>Damage</b> to landscaped gardens within the Premises caused by the Emergency Services attending the Private Residence as a result of <b>Damage</b> which is covered under <b>Buildings</b> - Section 1.</p>	<p>Any amount in excess of £25,000 in any one Period of Insurance</p>

## Buildings cover extensions - section 1 continued

The following cover applies only if the **Schedule** shows that **Buildings** is included.

What is covered	What is not covered
This section of insurance provides the following additional cover:	We will not pay for:
<p><b>F) Theft of Keys</b></p> <p><b>We</b> will pay the reasonable costs necessarily incurred in replacing external door locks at the <b>Premises</b> named in the <b>Schedule</b> following theft of keys by</p> <ul style="list-style-type: none"> <li>• Theft from the Private Residence or registered office or from the home of the insured</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Theft following hold-up whilst such keys are in the personal custody of <b>You</b> or any person authorised to hold such keys</li> </ul>	<p>a) Any amount in excess of £1,000 in respect of any one building</p> <p>b) Any amount in excess of £25,000 in any one <b>Period of Insurance</b></p>
<p><b>G) Loss of Metered Water or Oil</b></p> <p><b>We</b> will pay the unit cost of metered water or oil at the current rate per cubic metre consumed as a direct result of <b>Damage</b> which is covered under <b>Buildings</b> – Section 1 event 7</p>	<p>Any amount in excess of £5,000 in respect of any one claim</p>
<p><b>H) Closed Circuit Televisions</b></p> <p><b>We</b> will pay the cost of repairing <b>Accidental Damage</b> to closed circuit television systems at the <b>Buildings</b></p>	<p>Any amount in excess of £5,000 in respect of any one claim</p>
<p><b>I) Removal of nests</b></p> <p><b>We</b> will pay the cost of removing wasps or bees nests from the <b>Buildings</b></p>	<p>Any amount in excess of £250 in respect of any one claim</p>
<p><b>J) Sale of the Property</b></p> <p><b>We</b> will give the benefit of the cover provided under <b>Buildings</b> – Section 1 to anyone contracted to buying the <b>Buildings</b> until the sale is completed or this insurance ends, whichever is the sooner</p>	<p><b>Damage</b> if the <b>Buildings</b> are insured under any other contract</p>

## Conditions that apply to buildings - section 1 only

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### Settling claims - How We deal with Your claim

1. If **Your** claim for **Damage** is covered under **Buildings** – Section 1, **We** will at **Our** option either:
  - i) Pay for the rebuilding or repair as long as You have incurred the cost of repair or reinstatement; or
  - ii) Make a monetary payment instead provided that
    - The Sum Insured is sufficient to rebuild the **Buildings** in their present form (as outlined in General Condition B); and
    - The **Buildings** have been maintained in a good state of repair
2. **We** will deduct an **Excess** from the settlement of each and every claim equal to the amount shown in the **Schedule** depending on the cause of **Damage**. No **Excess** will be deducted in respect of claims for (F) Theft of Keys or (I) Removal of Nests.
3. If **Damage** to fitted carpets in the common halls, stairways and other common areas is covered under **Buildings** – Section 1 then **We** will pay for their cost of repair or reinstatement.
4. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Buildings** which form part of a pair, set, suite or part of a common design or function when the loss or **Damage** is restricted to a clearly identifiable area or to a specific part.
5. The maximum amount payable shall not exceed the Sum Insured for each **Premises** stated in the **Schedule** (except as amended by **Endorsement** and as adjusted in accordance with the Inflation Protection clauses and Extensions and Alterations clauses and any amount excluded under the Perils Insured).
6. If **You** are under insured, which means the cost of rebuilding the **Buildings** at the time of loss or **Damage** is more than **Your** sum insured for the **Buildings**, then **We** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of rebuilding the **Buildings**, **We** will only pay one half of the cost of repair or replacement.

### The Sum Insured

#### 1. Reinstatement of Sum insured

**We** will not reduce the sum insured under **Buildings** – Section 1 after **We** have paid a claim as long as **You** agree to carry **Our** recommendations to prevent further loss or **Damage**. **We** will reinstate the Sum Insured stated in **Building** – Section 1 from the date of any **Damage** unless **We** give written notice to the contrary. You may be required to pay an additional premium.

#### 2. Inflation Protection Clause

The sums insured under **Buildings** – Section 1 will be indexed each month in line with The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. **We** will not charge **You** an extra premium for any monthly increase, but at each renewal **We** will calculate the premium using the new sums insured.

For Your protection should the index fall below zero **We** will not reduce the sum insured. In the event of a claim **We** will continue to adjust the Sum Insured during the period required to rebuild up to a maximum of three years provided that:

- i) The Sum Insured at the date of **Damage** is sufficient to rebuild the **Buildings** in their present form (as outlined in General Condition B);
- ii) The rebuilding or repair is carried out without delay.

#### 3. Extensions and Alterations

If during the **Period of Insurance** the cost of rebuilding the **Buildings** is increased because **You** have built an extension or have carried out other alterations, **We** will automatically cover the cost of these extensions and alterations provided they do not exceed 10% of the Sum Insured for **Buildings** – Section 1.

**We** will not charge the extra premium during the **Period of Insurance**, but **You** must advise NLA Property of the amended cost of rebuilding the **Buildings** prior to the renewal date of this insurance.

## Contents - section 2

The following cover applies only if the **Schedule** shows that **Contents** is included  
The definitions on pages 5-6 outline what is included under the definition of **Contents**.

What is covered	What is not covered
<b>This insurance covers the Contents for Damage directly caused by:</b>	<b>We will not pay for:</b>
1. Fire, smoke, explosion, lightning and earthquake	
2. Riot, civil commotion, labour and political disturbances and strikes	
3. Malicious <b>Damage</b> and vandalism i) Where loss or <b>Damage</b> is caused by <b>Your Tenants</b> or their guests <b>We</b> will deduct from any settlement offered by <b>Your Insurers</b> any amount which is recoverable by <b>You</b> from any deposit lodged by <b>Your Tenant</b> . ii) Where loss or <b>Damage</b> arises from <b>Your Tenants</b> use of the <b>Premises</b> for the manufacture, cultivation, harvest or processing by another method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).	a) Any amount in excess of £5,000 where loss or <b>Damage</b> is caused by <b>Your Tenant</b> or their guests in respect of any one claim b) Loss or <b>Damage</b> arising out of the illegal manufacture, cultivation, harvest or processing of drugs if You or Your Agent do not i. Carry out internal and external inspections of <b>Your Premises</b> at least every 3 months or as permitted under the tenancy agreement and (1) maintain a log of such inspections and retain that log for at least 24 months (2) carry out an audit of the inspections log at no less than six monthly intervals ii. obtain and record written formal identification of any prospective <b>Tenant</b> iii. obtain and retain a written employers reference for any prospective <b>Tenant</b> iv. obtain and record details of Your <b>Tenant's</b> bank account and verify those details by receiving at least one payment from the same account v. advise Your <b>Tenant</b> , where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in items ii, iii and iv above for all lettings that they or their agents arrange.
4. Impact by i) Aircraft or other aerial devices or anything dropped from them ii) Vehicles iii) Trains iv) Animals v) Falling trees or branches vi) Falling television satellite dishes but the most <b>We</b> will pay for any one satellite dish is £500	
5. Storm or flood	
6. Subsidence or heave of any part of the site on which the <b>Buildings</b> stands or landslip	a) <b>Damage</b> following <b>Damage</b> to solid floors unless the walls of the main dwelling are damaged at the same time by the same event b) <b>Damage</b> arising from faulty design, specification, workmanship or materials c) <b>Damage</b> which but for the existence of this insurance would be covered under any contract or a guarantee or by law d) <b>Damage</b> whilst the <b>Buildings</b> are undergoing any structural repairs, alterations, demolition or extensions e) <b>Damage</b> by river or coastal erosion

## Contents - section 2 continued

7. Escape of water from fixed water tanks, apparatus or pipes	
8. Theft or attempted theft	<b>Damage by You or an Employee</b>
9. Escape of oil from a fixed domestic oil-fired heating installation and smoke <b>Damage</b> caused by a fault in any fixed domestic heating installation	

## Contents cover extensions - section 2

The following cover applies only if the **Schedule** shows that **Contents** is included.

What is covered	What is not covered
<b>This section of insurance provides the following additional cover:</b>	<b>We will not pay for:</b>
A) Accidental Breakage of fixed glass in furniture. <b>We</b> will pay for accidental breakage of fixed glass in furniture situated within the <b>Buildings</b>	<b>Damage to:</b> a) Glass in pictures and clocks b) Fixed glass in mirrors c) Glass tops to furniture and glass in shelves d) ceramic hobs and ceramic tops of cookers
B) Landlords Gardening Equipment. <b>We</b> will pay for landlords gardening equipment whilst in a locked building within the <b>Premises</b> following <b>Damage</b> which is covered under Section 2 – <b>Contents</b>	a) Theft when entry is not gained or exit made by forcible and violent means b) More than £1,000 in respect of any one claim

## Conditions that apply to contents - section 2 only

### Settling Claims – How We deal with Your claim

- If **You** claim for **Damage** to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under **Contents** Section 2.  
 For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, as long as:
  - The new article is as close as possible to but not an improvement on the original article when it was new; and
  - You** have paid or **We** have authorised the cost of replacement.
- We** will deduct an **Excess** from the settlement of each and every claim equal to the amount shown in the **Schedule** depending on the cause of **Damage**.
- We** will not pay the cost of replacing or repairing any undamaged parts of the **Contents** which form part of a pair, set or suite or part of a common design or function when the loss or **Damage** is restricted to a clearly identifiable area or to a specific part.
- The maximum amount payable shall not exceed the Sum Insured for each **Premises** stated in the **Schedule** (except as amended by **Endorsement**) and as adjusted in accordance with Inflation Protection Clause
- If **You** are under insured, which means the cost of replacing or repairing the **Contents** at the time of the loss or **Damage** is more than **Your** sum insured for the **Contents**, then **We** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

### The Sum Insured - Reinstatement of Sum Insured

**We** will not reduce the sum insured under **Contents** Section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or **Damage**. **You** may be required to pay some extra premium.

## Alternative accommodation or loss of rent - section 3

The following cover applies only if the **Schedule** shows that Alternative Accommodation or Loss of Rent is included.

What is covered	What is not covered
We will indemnify You for:	We will not indemnify You for:
<ol style="list-style-type: none"> <li>1. Rent (including ground rent and management charges) <b>You</b> have to pay or should have received but are unable to recover; or</li> <li>2. The costs of reasonable alternative accommodation substantially the same as the existing accommodation which <b>You</b> have to pay; and</li> <li>3. Temporary storage of <b>Contents</b> which <b>You</b> have to pay; while:               <ol style="list-style-type: none"> <li>i) The <b>Buildings</b> are <b>Non-Tenantable</b>; or</li> <li>ii) Access to <b>Buildings</b> is denied as a result of <b>Damage</b> to the <b>Buildings</b> which is covered under <b>Buildings - Section 1</b> of this insurance</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>a) Any amount in excess of 30% of the sum insured for <b>Buildings</b> unless stated otherwise in <b>Your Schedule</b></li> <li>b) Any period exceeding 90 days for claims arising out of malicious <b>Damage</b> caused by <b>Your Tenant</b> or their guests in respect of any one claim</li> <li>c) The cost of providing alternative accommodation for the <b>Tenant</b> of the <b>Buildings</b> unless You are legally required to provide alternative accommodation</li> </ol>
<ol style="list-style-type: none"> <li>1. Rent (including ground rent and management charges) <b>You</b> have to pay or should have received but are unable to recover; or</li> <li>2. The costs of reasonable alternative accommodation substantially the same as the existing accommodation which <b>You</b> have to pay; and</li> <li>3. Temporary storage of <b>Contents</b> which <b>You</b> have to pay; while access to <b>Buildings</b> is denied               <ol style="list-style-type: none"> <li>i) By the police, ambulance service, fire service or any other emergency service; or</li> <li>ii) By law, order, decree of The Government of the United Kingdom which is consequent upon natural disaster or outbreak of a contagious disease or other threat to health</li> </ol> </li> </ol>	<p>Any amounts incurred for more than 90 days in any one <b>Period of Insurance</b></p>

## Conditions that apply to alternative accommodation or loss of rent - section 3 only

### Settling Claims - How We deal with Your claim

1. **We** will deduct an **Excess** from the settlement of each and every claim equal to the amount shown in the **Schedule** depending on the cause of **Damage**.
2. The maximum amount payable shall not exceed the Sum Insured for each **Premises** stated in the **Schedule** (except as amended by **Endorsement**) and as adjusted in accordance with the Inflation Protection Clause.

## Public liability - section 4

The following cover applies only if the **Schedule** shows that Public Liability is included.

What is covered	What is not covered
We will indemnify You for:	We will not indemnify for any liability:
<p>1. All sums that <b>You</b> become legally liable to pay as damages arising out of:</p> <ul style="list-style-type: none"> <li>• <b>Bodily Injury</b> to any person</li> <li>• <b>Damage</b> to property</li> </ul> <p>caused by an accident occurring at the <b>Premises</b> during the <b>Period of Insurance</b> and happening in connection with the <b>Business</b>.</p>	<ul style="list-style-type: none"> <li>a) For <b>Bodily Injury</b> to <b>You</b>, any person who permanently resides with <b>You</b> or to an <b>Employee</b></li> <li>b) For <b>Damage</b> to property which is owned, leased, let, rented, hired or lent or which is the subject of a bailment to <b>You</b></li> <li>c) Arising out of <b>Your</b> ownership, possession or use of: <ul style="list-style-type: none"> <li>i) any motorised or horse drawn vehicle other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>Premises</b> and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>iii) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</li> </ul> </li> <li>d) Which <b>You</b> have assumed under contract and which would not otherwise have attached</li> <li>e) Arising directly or indirectly out of any profession, occupation, <b>Business</b> or employment other than for the purposes of the <b>Business</b></li> <li>f) For <b>Bodily Injury</b> arising directly or indirectly from any communicable disease or condition</li> <li>g) Arising out of any deliberate act by <b>You</b>, any person who permanently resides with <b>You</b> or an <b>Employee</b></li> </ul>
<p>2. Defective <b>Premises</b> Act</p> <p>Any amount <b>You</b> become legally liable to pay under Section 3 of the Defective <b>Premises</b> Act 1972 or Article 5 of the Defective <b>Premises</b> (Northern Ireland) Order 1975 in connection with any <b>Buildings</b> previously owned and leased by <b>You</b>. This cover continues for seven years from the date of disposal of the <b>Buildings</b> provided <b>You</b> do not have this cover under another policy</p>	<ul style="list-style-type: none"> <li>a) If at the time of the incident giving rise to the liability <b>You</b> had sold the <b>Private Residence</b></li> <li>b) If <b>You</b> are entitled to indemnity under any other insurance</li> <li>c) The cost of repairing any fault or alleged fault</li> </ul>

## Public liability cover extensions - section 4 continued

The following cover applies only if the **Schedule** shows that Public Liability is included.

What is covered	What is not covered
This section of insurance also covers:	We will not indemnify You for:
<p>A) All other costs and expenses incurred with <b>Our</b> written consent</p> <p>B) The legal costs and expenses incurred with <b>Our</b> written consent for the defence of prosecutions brought under Sections 6 or 7 of the Health and Safety at Work etc Act 1974 or any alleged offence as detailed in Section (1) (a) (b) or (c) of the Act or under Health and Safety at Work (Northern Ireland) Order 1978 under Article 1 including legal costs and expenses incurred with <b>Our</b> consent in an appeal against conviction arising from such proceedings provided that the proceedings relate to the health safety and welfare of persons other than Employees</p>	<p>a) Fines or penalty</p> <p>b) Legal costs or expenses incurred by any other policy</p>
<p>Additional Persons Insured</p> <p>A) <b>Your</b> legal personal representative in the event of <b>Your</b> death</p> <p>B) The owner or lessee of any <b>Private Residence</b> named in the <b>Schedule</b></p> <p>C) If <b>You</b> so request any of <b>Your</b> directors or Employees as though each had been insured separately provided that:-</p> <ul style="list-style-type: none"> <li>i) Such persons observe the terms of the Policy insofar as they can apply</li> <li>ii) <b>We</b> retain the sole conduct and control of all claims</li> <li>iii) The most <b>We</b> will pay for claims for any one accident or series of accidents arising out of any one event is £5,000,000 plus other costs incurred with <b>Our</b> written consent</li> </ul>	<p>a) Liability of <b>Your</b> directors or Employees for which <b>You</b> would not have been covered if the legal action had been brought against <b>You</b></p> <p>b) Liability of any <b>Resident</b> incurred solely as occupier of his/her Flat</p>
<p>Cross Liabilities</p> <p>If more than one person is referred to in the <b>Schedule</b> each person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately provided that the most. <b>We</b> will pay for claims for any one accident or series of accidents arising out of any one event is the limit of Indemnity shown in the <b>Schedule</b> plus other costs incurred with <b>Our</b> written consent</p>	

## Settling claims

### How We deal with Your claim

- Our** liability under Public Liability Section 4 of this insurance for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed £5,000,000 in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **We** have agreed in writing.
- The most **We** will pay for claims for any one accident or series of accidents arising out of any one event is £5,000,000 plus other costs incurred with **Our** written consent.

## Employer's liability - section 5

The following cover applies only if the **Schedule** shows that Employer's Liability is included.

What is covered	What is not covered
<b>We will indemnify You for:</b>	<b>We will not indemnify You for:</b>
<p>All sums which <b>You</b> become legally liable to pay in respect of <b>Bodily Injury</b> sustained during the <b>Period of Insurance</b> by any <b>Employee</b> and arising out of and in the course of employment by <b>You</b> in connection with the <b>Business</b> at the <b>Buildings</b> named in the <b>Schedule</b> or elsewhere in the world where any <b>Employee</b> may be working temporarily provided that any action for damages is brought against <b>You</b> in a Court of Law within the <b>Territorial Limits</b>.</p>	<ul style="list-style-type: none"> <li>a) Liability of any principal</li> <li>b) Liability assumed by <b>You</b> under agreement and which would not have attached in the absence of agreement</li> <li>c) <b>Bodily Injury</b> arising directly or indirectly               <ul style="list-style-type: none"> <li>• From any vehicle outside of the <b>Premises</b></li> <li>• From any vehicle used for racing, pacemaking or speed testing</li> <li>• From any communicable disease or condition</li> </ul> </li> <li>d) Fines or Penalties</li> <li>e) Legal costs or expenses insured by another policy</li> </ul>

## Employer's liability cover extensions - section 5

The following cover applies only if the **Schedule** shows that Employer's Liability is included.

What is covered	What is not covered
<b>This section of insurance also covers:</b>	<b>We will not pay for:</b>
<p>Additional Persons Insured</p> <ul style="list-style-type: none"> <li>A) <b>Your</b> legal personal representative in the event of <b>Your</b> death</li> <li>B) The owner or lessee of any <b>Private Residence</b> named in the <b>Schedule</b></li> <li>C) If <b>You</b> so request any of <b>Your</b> directors or Employees as though each had been insured separately provided that:           <ul style="list-style-type: none"> <li>i) Such persons observe the terms of the Policy insofar as they can apply</li> <li>ii) <b>We</b> retain the sole conduct and control of all claims</li> <li>iii) The most <b>We</b> will pay for claims for any one accident or series of accidents arising out of any one event is £10,000,000 plus other costs incurred with <b>Our</b> written consent.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a) Liability of <b>Your</b> directors or Employees for which <b>You</b> would not have been covered if the legal action had been brought against <b>You</b></li> <li>b) Liability of any <b>Resident</b> incurred solely as occupier of his/her Flat</li> </ul>

## Settling claims

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### How We deal with Your claim

The most **We** will pay under this Section for damages together with costs and expenses shown below in respect of any one claim against **You** or series of claims against **You** arising out of one event shall not exceed £10,000,000.

### Costs and Expenses shall mean:

- Costs and expenses of claimants for which **You** are legally liable
- All other costs and expenses **You** have to pay provided that **We** have agreed to pay such costs and expenses in writing
- The legal costs of defending in any court of summary jurisdiction any proceedings brought against **You** in respect of a breach or alleged breach of any statutory duty resulting in Injury that may be the subject of a claim
- The legal costs and expenses incurred with **Our** written consent and costs awarded against **You** arising in connection with a prosecution (Including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, providing the proceedings relate to the health safety or welfare of any **Employee**

### Recovery of Payments

The cover provided under this section is in accordance with the provisions of any law relating to the compulsory insurance of liability of employees within the **Territorial Limits**, but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such laws.

## Terrorism - section 6

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The following cover applies only if the **Schedule** shows that **Terrorism** is included.

### Definitions

#### Act of Terrorism

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.

#### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

#### Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987

**Note 1.** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2.** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

#### General Cover Policy

England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987

- a. This Policy  
or
- b. Where the cover by this Policy is limited to the **Terrorism** Insurance Section only, the policy or policies specified in the **Terrorism** Section of the Schedule to this Policy.

## Terrorism - section 6 continued

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### Property insured

Property as detailed in the **Schedule** to any **General Cover Policy** but excluding

1. property insured under a
  - a. Marine, Aviation or Transit policy
  - b. Motor Insurance policy (other than a Motor Trade policy)
  - c. Road Risks Section of a Motor Trade policy
  - d. Reinsurance policy or agreementWhether such policy or agreement includes cover for an Act of Terrorism or not
2. any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless
  - a. insured under the same policy as the remainder of the building which is not a private residence
  - b. the building is a block of flats
3. any **Nuclear Installation** or **Nuclear Reactor**.

### Damage

Loss or destruction of or damage to **Property Insured**.

### Consequential loss

Loss resulting from interruption of or interference with the **Business** carried on by the Insured at the **Premises** in consequence of loss or destruction of or damage to property used by the Insured at the **Premises** for the purpose of the **Business**.

### Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer program, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses, worms and logic bombs.

### Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

### Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are 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 between and amongst networks.

## Terrorism - section 6 continued

What is covered	What is not covered
<b>This section of insurance covers:</b>	<b>We will not pay for:</b>
<p><b>1. Damage, or</b></p> <p><b>2. Consequential Loss</b></p> <p>Occasioned by or happening through or in consequence of an <b>Act of Terrorism</b> within the <b>Territorial Limits</b> in respect of <b>Buildings</b> - Section 1, <b>Contents</b> – Section 2 and Alternative Accommodation or Loss of Rent - Section 3 of this Policy</p> <p>Provided always that the insurance by this Section</p> <p>a. is not subject to the General Exclusions of the <b>General Cover Policy</b></p> <p>b. is subject otherwise to all the terms and conditions of the <b>General Cover Policy</b> except where expressly varied within this Section</p> <p>c. is subject to a maximum <b>Period of Insurance</b> of 12 months from the Effective Date or any subsequent Renewal Date of this Policy</p> <p>Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that</p> <p>i. no subsequent <b>Period of Insurance</b> by this Section shall extend beyond the Renewal Date of this Policy</p> <p>ii. the renewal premium due in respect of this Section has been received by the Insurer</p> <p>d. is not subject to any Long Term Undertaking applying to the <b>General Cover Policy</b>.</p>	<p><b>1. Digital and Cyber Risk Exclusion</b></p> <p>Any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from</p> <p><b>Damage</b> to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such <b>Damage</b> is caused by <b>Virus or Similar Mechanism or Hacking or Denial of Service Attack</b></p> <p>or</p> <p>Consequential Loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.</p> <p><b>2. Riot, Civil Commotion and War</b></p> <p>Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.</p> <p><b>3. Territorial Limits</b></p> <p>Any losses whatsoever arising directly or indirectly from any cover or extension of <b>Premises</b> provided by the <b>General Cover Policy</b> to locations outside the <b>Territorial Limits</b>.</p>

## Basis of settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any **General Cover Policy** in respect of **Damage** or Consequential Loss.

The most the Insurer will pay for any one Event is

- a. the Total Sum Insured, or
- b. for each item its individual Sum Insured, or
- c. any other limit of liability

in the **General Cover Policy**, whichever is the less.

## Section conditions

### Burden of proof

In any action suit or other proceedings where the Insurer alleges that any **damage** or loss resulting from **damage** is not covered by the **General Cover Policy**, the burden of proving that such **damage** or loss is covered shall be upon the Insured.