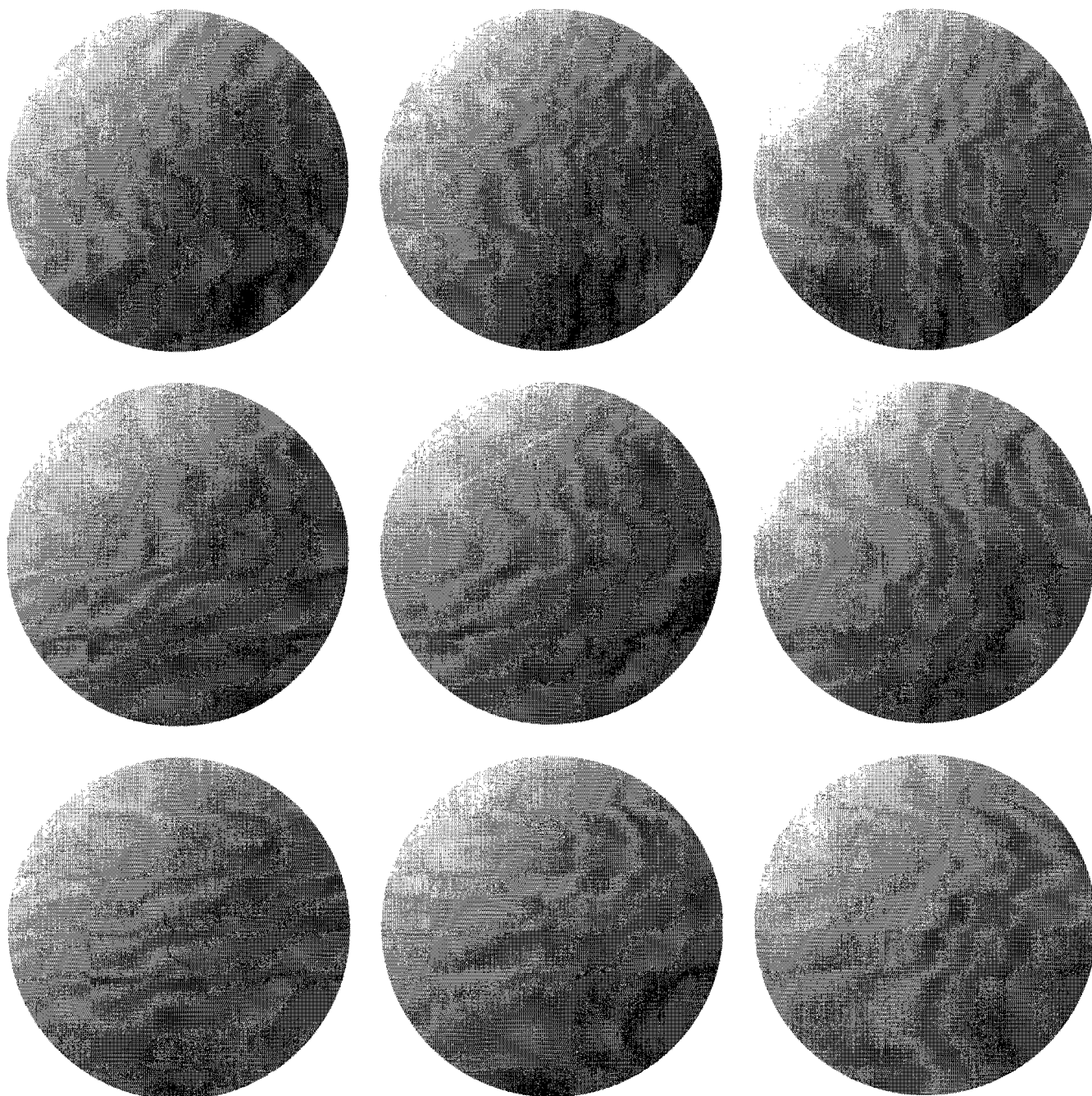


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# Residential Property Owners

Policy document



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# A warm welcome to Zurich

Thank you for taking out your Residential Property Owners' Insurance policy with us – and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of the insurance-based financial services provider Zurich Financial Services Group (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich we have your future in mind and look forward to working closely with you.

[www.zurich.co.uk](http://www.zurich.co.uk)

## **Commentary**

Throughout this document you will find 'COMMENTARY' boxes. The comments contained in the boxes are intended to draw your attention to significant policy issues and to help explain the cover provided. The comments do not, in any way, form part of the contract.

# Guide to your policy

Your new policy has been designed to meet the needs of the residential property owners market, and it's been written in plainer English which we hope will make it easier to understand.

To help you find your way around your policy, we have produced the following short guide to the contents.

**General Definitions:** define words which have a special meaning wherever they are used in the policy. Definitions save us using or repeating long explanations in the middle of the policy wording.

## **Section 1**

**Material Damage:** covers your physical assets to the extent that you have chosen. You can find sums insured and limits of your cover in the Schedule and Specification.

## **Section 2**

**Property Owners Liability:** covers your legal obligations to pay someone else, other than employees, for injury or damage to their property, caused by your business/association.

## **Section 3**

**Employers Liability:** covers your legal obligations to compensate an employee who is injured.

## **Section 4a**

**Legal Expenses:** covers legal expenses incurred to evict squatters.

## **Section 4b**

**Helpline:** our 24-hour helpline can be contacted for legal advice or to obtain assistance with day-to-day property problems like blocked drains or leaking roofs.

## **General**

Matters which apply to the whole policy, or to more than one section:

- Claims Conditions – what to do if you need to make a claim
- Provisions
- Exclusions

**Endorsements:** not all of these will apply, but, where they do, they will be shown on the Schedule.

**Queries and Complaints Procedure:** what to do if you have a problem with this policy or our service.

## **Schedule and Specification**

Attached to your policy is the Schedule. This is a separate document so that an updated copy can be given to you whenever you change your individual circumstances.

**Schedule:** this specifies the particulars you have chosen and, in addition, will show details of any special extensions and endorsements specially applicable to you and not included in the standard printed policy.

**Specification:** this sets out a summary of your particulars, such as your name and address, and which sections of the policy are operative, sums insured and limits of liability.



# Your Residential Property Owners' policy

This Policy sets out the terms of a contract between you and us and is based on the proposal and any declaration or premium payment application which you have made.

The Schedule, Specification(s), Endorsements and any Certificate of Insurance form one document with this Policy.

**We** will insure **you** against the contingencies defined in the Sections of the Policy which the Schedule shows are operative provided that all the terms and conditions of the Policy have been satisfied.

**We** will only **pay** if the contingencies occur:

- during any Period of Insurance for which **we** have accepted your premium, and
- within the territorial limits, unless otherwise stated.

**We** will not be liable in any circumstances to **pay** more than the amount of any Sum Insured or lower Limit, shown in the Schedule or stated elsewhere in the Policy, effective at the time of the incident giving rise to liability under this Policy.

## **Law applicable to the contract**

UK law allows both you and us to choose the law applicable to the contract. The contract will be subject to the relevant law of the United Kingdom, the Isle of Man or the Channel Islands depending upon your address as shown in the Schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc.

Stephen Lewis

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read the Policy, Insurance Agreement and Schedule carefully.

If they do not meet your needs return them to us or your broker or agent.

This document shows all the Sections available under the Policy. Cover is only effective for those Sections shown as operative in the Schedule and then only to the extent shown there.

### **How we will use your data**

We hold your personal data in accordance with the Data Protection Act 1998. The information supplied to us by you may be held on computer and passed to other insurers for underwriting and claims purposes. You should show this to anyone whose personal data may be processed to administer this Policy.

### **Policy Administration**

In order to administer your insurance policy and any claims made under this Policy we may share personal data provided to us with other companies within Zurich Financial Services Group and with business partners including overseas companies. If we do transfer your personal data including where we propose a change of underwriter we make sure that it is appropriately protected.

### **Claims History**

Under the conditions of this Policy you must tell us about any incident or circumstance that might give rise to a claim that would be covered under this Policy whether or not it is your intention to claim. When you tell us about an incident or circumstance we will pass information relating to it to the relevant database. We may search these databases when you apply for insurance, in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time:

- a) share information about you with other organisations including the police
- b) undertake credit searches
- c) check and share your details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

# General definitions

Wherever the following words appear in the Policy in **bold letters** they will have the same defined special meaning attributed to them.

## **Buildings**

The buildings at the **premises** including:

- a) landlords' fixtures and fittings and decorations
- b) private garages, outbuildings, yards, forecourts, car parks, pools, hard courts, patios and terraces
- c) i) roads and pavements, associated lamp posts and other street furniture  
ii) garden machinery, garden landscaping and paving, garden furniture, trees and plants but only to the extent of your responsibility.
- d) walls, gates, fences, canopies, fixed signs, communication aerials and closed circuit surveillance equipment
- e) piping, ducting, cables, wires and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility
- f) fixed glass or polycarbonate substitutes including mirrors, fixed glass in furniture, plate glass tops, ceramic hobs, solar glass heating panels, double-glazed units, intruder alarm foils and fixed sanitaryware for which **you** are responsible.

## **Business**

Your business shown in the Schedule including:

- a) the ownership, organisation and/or management of the **buildings**
- b) **your** fire, security, first aid and ambulance services
- c) maintenance of the **buildings**, plant and equipment.

In respect of Sections 2 and 3 only **business** also includes:

- d) **your** sponsorship of events or involvement in exhibitions, galas, carnivals, fetes or corporate hospitality.

## **Claim**

A single loss or series of losses **due** to one occurrence which is insured by this Policy.

## **Contents of Common Parts**

Furniture, carpets, curtains, equipment, other similar property and tenants' improvements, alterations and decorations within common areas of the **buildings** for which **you** are responsible but excluding computer systems software, data and records.

## **Damage**

Loss or damage.

## **Due To**

Directly or indirectly caused by, resulting or arising from, in connection with.

**Employee**

Anybody who is:

- a) under a contract of service or apprenticeship with **you**
- b) supplied to, hired or borrowed by **you** including persons undertaking study or work experience whilst employed or engaged by **you** in connection with the **business**.

**Excess**

The amount for which **you** are responsible and which will be deducted from any payment under this Policy after the application of all other terms and conditions of the Policy.

The **excess** which applies to each **claim** may vary; **you** should check the relevant Policy Section, Endorsement, Specification or Schedule.

**Geographical Limits**

- a) The territorial limits
- b) elsewhere in the world in respect of:
  - i) any act or omission occurring within the **territorial limits**
  - ii) work undertaken by **you**, **your officers** or any **employee** who ordinarily reside in the **territorial limits**.

**Goods**

Goods (including containers, packaging, labelling and instructions for use) which are not in **your** custody or control and which **you** have sold or supplied within the **territorial limits** in connection with the **business**.

**Injury**

Bodily injury including illness, death, disease, mental injury or anguish and shock.

**Officer(s)**

Director(s) or partner(s) in 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 adapted for:

- a) the production or use of atomic energy
- b) 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 radiation
- c) 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 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.

**Pay**

Pay, or at our option reinstate, repair or replace.

**Premises**

The premises shown in the Schedule.

**Principal**

Any party other than your **officers** or **employees** with whom you have undertaken work or the performance of a contract, agreement for work or provision of services (other than the sale or supply of **goods**) in connection with the **business**.

**Property**

Material property.

**Resident**

Any person who is the owner, lessee or occupier of any private dwelling or flat and any member of their family permanently living with them at the **buildings**.

**Territorial Limits**

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

**We, us or our**

Zurich Insurance plc.

**You, your**

The person, people, company or other organisation shown in the Schedule as the Insured.

# Section 1 – Material Damage

## Special Definitions

Wherever the following words appear in capital letters, e.g. DECLARED VALUE, within this Section they will have the same defined special meaning attributed to them.

### **DECLARED VALUE**

The cost of REINSTATEMENT of the **property** insured at the inception of the Period of Insurance excluding inflationary factors that may operate subsequently adjusted to include where insured:

- a) the additional cost of REINSTATEMENT to comply with European Union legislation, statutory or local authority requirements
- b) professional fees
- c) debris removal costs.

### **REINSTATEMENT**

- a) Rebuilding or replacement of **property** which has been lost or destroyed.

Rebuilding or replacement may be carried out:

- i) in any manner to suit your requirements
- ii) upon another site

provided the amount payable by us is not increased.

- b) the repair or restoration of **property** which has been partially damaged to a condition equivalent to, or substantially the same as, but not better or more extensive than its condition when new.

### **RENT**

- a) Money paid or payable to you in the course of the **business** in respect of the **buildings** shown in the Schedule.

In respect of untenanted **buildings** or portions of **buildings**, the money estimated to be paid or payable to you once the **buildings** or parts of them are let for accommodation.

- b) Service charges payable to you in the course of the **business** in respect of the **buildings** shown in the Schedule.

### **RESIDENTIAL CONTENTS**

Furniture, furnishings, carpets, television, video and audio equipment and other household goods in individual flats or residential units at the **premises** owned by you or for which you are legally responsible but excluding:

- a) articles of gold, silver or other precious metals, jewellery or furs
- b) money, stamps, collections, certificates, cheques, securities or documents
- c) clothing and personal effects
- d) pets or livestock
- e) any amount exceeding £1,000 in respect of any one picture, curio or work of art.

## **TERRORISM**

- a) In respect of any occurrence in England including the Channel Tunnel up to the frontier with the Republic of France as set out by the Treaty of Canterbury 1986, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002:

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

- b) in respect of any occurrence elsewhere than as described in a) above:

any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:

- i) involves violence against one or more persons
  - ii) involves damage to property
  - iii) endangers life other than that of the person committing the action
  - iv) creates a risk to health or safety of the public or a section of the public
  - v) is designed to interfere with or to disrupt an electronic system
- c) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) or b) above.

## **UNOCCUPIED BUILDINGS**

Any buildings which have not been lived in for more than 30 consecutive days.

## **Cover**

Provided it is shown as insured in the Schedule and occurs at the premises we will pay for damage (unless it is excluded) to the buildings, contents of common parts and RESIDENTIAL CONTENTS by an Insured Peril.

## **Basis of Claims Settlement**

The following clauses will apply only in the settlement of a claim under this Section which has been accepted by us as valid.

### **Underinsurance**

If at the commencement of any damage the total DECLARED VALUE under this Section is less than the cost of REINSTATEMENT at the start of the Period of Insurance we will not pay more than the proportion of the claim which the DECLARED VALUE bears to the cost of REINSTATEMENT.

### **Payment to Somebody other than the Insured**

If you do not own the **property**, we will have the option to **pay** the owner of the **property** instead of you. Provided that:

- a) **we** conduct and control the claim
- b) the owner must observe, fulfil and be subject to the terms, exceptions and conditions of this Policy as far as they can apply.

The owner's receipt will be a discharge of the claim.

### **Reinstatement Conditions**

Subject to the following Special Conditions the calculation of the amount payable following **damage** to the **buildings, contents of common parts** and RESIDENTIAL CONTENTS will be based on the REINSTATEMENT of the **property** affected including additional costs of REINSTATEMENT incurred solely to comply with European Union legislation or other statutory or local authority requirements.

### **Special Conditions**

#### **(applicable only to claims payable under the REINSTATEMENT CONDITIONS)**

- 1** If **property** is only partially damaged we will not **pay** more than the amount which would have been payable if the **property** had been totally destroyed.
- 2** Any additional amount, payable solely **due to** this REINSTATEMENT condition, will be paid only if:
  - a) REINSTATEMENT starts and proceeds without unreasonable delay
  - b) the cost of REINSTATEMENT has been actually incurred
  - c) any other insurance which **you** effect, or which is effected on **your** behalf in respect of the **property**, is on the same basis of REINSTATEMENT at the time of the **damage**.
- 3** We will not **pay** for:
  - a) the cost of complying with European Union legislation, statutory or local authority requirements:
    - i) where the **damage**:
      - occurred prior to the commencement of the Period of Insurance
      - is not insured by this Policy
    - ii) where **you** have been served with a notice before the **damage** occurred
    - iii) which relates to undamaged parts of damaged **buildings** (except for the foundations of the parts of the **buildings** destroyed or damaged) other than the lesser of £250,000 or 15% of the total amount for which we would have been liable if the **buildings** had been totally destroyed
  - b) the amount of any charge or assessment **due to** capital appreciation which may be payable because of compliance with European Union legislation, statutory or local authority requirements.
- 4** REINSTATEMENT must be completed within 12 months of the **damage** occurring unless we agree a longer period.

### **Indemnity Settlement**

Where claims are payable as if the REINSTATEMENT conditions had not been incorporated the amount we will **pay** will be the value of the **property** sustaining **damage** at the time of its loss or destruction or the amount of the **damage**. All other terms and conditions of the Policy will apply except that the Sums Insured will be limited to 113% of the DECLARED VALUES shown in the Schedule.

## Additional Cover

- 1** We will pay for loss, cost or expense as undernoted incurred by **you** due to **damage** to **buildings** or **contents of common parts** due to an operative Insured Peril:

### **Rent and/or Alternative Accommodation**

- i) reasonable additional cost of comparable alternative accommodation for:

- any **resident** including temporary storage costs for their furniture
- domestic pets which normally live in the **buildings**

during the period necessary to restore **buildings** which have been made uninhabitable or inaccessible by **damage** to a habitable condition.

- ii) RENT, which ceases to be payable to **you** whilst the **buildings** are uninhabitable or inaccessible **due to damage**, but not for more than 36 months from the date of the **damage**.

We will not pay:

- any amount in excess of the limit stated in the Schedule of the Sum Insured on damaged **buildings**
- costs which may cease or be reduced as a result of the **damage**

### **Loss of Metered Water**

loss of metered water following **damage** resulting in a water charge which **you** are unable to recover from any other party.

We will not pay more than £5,000 any one claim nor more than £25,000 in any Period of Insurance

### **Water Damage Tracing Costs**

costs and expenses which **you** incur with our consent to locate the source of **damage** to the **buildings** due to an escape of water, including subsequent repair to walls, floors or ceilings.

We will not pay more than £5,000 any one claim and £25,000 in any Period of Insurance

### **Reletting Costs**

costs necessarily and reasonably incurred in reletting the **buildings** solely **due to damage**.

We will not pay more than £5,000 in any Period of Insurance

### **Boarding Up**

the reasonable costs of boarding up and making secure the **buildings** following **damage**

### **Emergency Services**

costs and expenses which **you** incur with our consent in making good **damage** to **buildings** including landscaped gardens caused by emergency services but excluding:

- i) the cost of soil movement other than necessary for surface preparation
- ii) the failure of seeds to germinate or trees, shrubs or turf to become established following replanting.

- 2 The insurance in respect of each item on **buildings, contents of common parts** and RESIDENTIAL CONTENTS includes costs, fees and expenses as undernoted incurred by you following **damage due to** an operative Insured Peril provided that the total amount **we pay** does not exceed the relevant Sum Insured or Limit:

**Drains and Gutters**

costs and expenses which you incur with our consent, to clean and/or clear drains and/or sewers and/or gutters (which you own or for which you are responsible)

**Professional Fees**

architects', surveyors', legal and consulting engineers' fees, necessarily and reasonably incurred but excluding any fees for preparing a claim

**Removal of Debris**

costs and expenses which you incur with our consent in removing debris of the **buildings** and **contents of common parts** from the premises and the immediately adjacent area following accidental **damage** covered under this Section

**Shoring Up**

costs and expenses which you incur with our consent to shore-up or prop, dismantle or demolish the **property** due to **damage**.

- 3 We will pay:

**Concern for Welfare Costs**

costs incurred following **damage** caused by the police or persons acting under their control in gaining access to the **buildings** as a result of their concern for the welfare of the Resident.

We will not pay:

- more than £5,000 any one claim nor more than £15,000 in any one period of insurance
- for costs incurred following **damage** caused by the police in the course of criminal investigations

**Exceptional Measures**

costs up to £25,000 which you incur with our consent in taking reasonable but exceptional measures to avoid or mitigate a valid **claim** under this Section.

Provided that:

- i) the potential **claim** could not have been reasonably foreseen
- ii) the terms and conditions of this Section will apply as if **damage** had occurred

**Keys**

up to £1,000 any one **premises** to replace locks to the external doors of the **buildings** if keys are stolen from the **buildings** or from the home of an authorised keyholder or where there is reasonable evidence that such keys have been copied by an unauthorised person

**Prevention of Access**

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to damage** by an operative Insured Peril to **property**:

- i) in the vicinity of the **buildings** which prevents or hinders their use or access to them whether the **buildings** are damaged or not
- ii) at the buildings of your Managing Agents in the **territorial limits**.

**We will not pay:**

- any amount in excess of 20% of the Sum Insured on **buildings** to which use or access is prevented or hindered
- for **damage** to the property of any supply undertaking which prevents or hinders the supply of electricity, gas, water or telecommunications to the **buildings**

#### **Non Damage Prevention of Access**

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to** access to or use of **buildings** being hindered or prevented **due to** the **buildings** or property in the vicinity being:

- i) occupied by terrorists or persons thought to be terrorists
- ii) thought to contain or actually containing a harmful device.

**We will not pay:**

- unless the Police are immediately informed
- for any **claim due to** any cause within the control of the Insured
- for any **claim due to damage to property** owned by the Insured at the **buildings**
- for any **claim** where the prevention or hindrance of access or use is less than 48 hours' duration
- any amount in excess of £100,000 or 10% of the Sum Insured on **buildings** to which use or access is prevented or hindered, whichever is the lesser

#### **Removal of Nests**

the cost of removing wasps' or bees' nests from the **buildings**.

**We will not pay:**

- i) more than £250 any one **claim** nor more than £5,000 in any Period of Insurance
- ii) the costs of removing nests already in the **buildings** before the inception of this Policy

#### **Tree Felling and Lopping**

the cost of removing or lopping trees which are an immediate threat to the safety of life or property.

**We will not pay:**

- i) more than £500 any one **claim** and £2,500 in any Period of Insurance
- ii) legal or local authority costs involved in removing trees
- iii) costs incurred solely to comply with a Preservation Order

#### **Tree Removal**

the cost of removing fallen trees or branches from the **premises**.

**We will not pay:**

- i) more than £500 any one **claim** and £2,500 in any Period of Insurance
- ii) unless the incident results from an operative Insured Peril

### **Deeds and Documents**

the cost of materials and clerical labour to rewrite deeds and documents relating to the ownership and/or management of the **premises due to damage** to the deeds and documents occurring at the **premises** or whilst held in safekeeping by a bank or solicitor.

**We will not pay** more than £500 any one claim

### **Public Utilities**

loss of RENT and/or the reasonable additional cost of comparable alternative accommodation **due to** access to or use of **buildings** being hindered or prevented **due to damage** by an operative Insured Peril to **property** at any:

- i) generating station or sub-station of a public electricity supply undertaking
- ii) land-based premises of the public gas supply undertaking or any national gas producer linked directly to them
- iii) waterworks and pumping stations of a public water supply undertaking
- iv) land-based premises of any public telecommunications undertaking

from which the **buildings** obtain electricity, gas, water or telecommunication services.

**We will not pay** any amount in excess of 20% of the Sum Insured on **buildings** to which the public utilities supply is affected.

## **Extensions applicable to Section 1**

This insurance extends to include:

### **1 Capital Additions**

alterations, additions and extensions to existing **buildings** and newly acquired or newly erected **buildings** which **you** have not told us about, provided:

- a) **you** tell us about them as soon as **you** can but not later than 6 months after **you** become responsible for them
- b) **you** effect specific insurance from the time **you** become responsible for them
- c) **we** will not **pay**:
  - i) more than 20% of the **buildings'** DECLARED VALUE or £500,000 whichever is the lesser
  - ii) for appreciation in value.

This Extension does not apply to **buildings**:

- for which **you** have been responsible for more than 6 months
- which are otherwise insured

### **2 Contracting Purchaser's Interest**

the interest of any person to whom **you** have contracted to sell **your** interest in **buildings** insured by this Section.

This Extension will not prejudice **your** rights or **our** rights and will not operate:

- a) if the **property** is otherwise insured by, or on behalf of, the contracting purchaser
- b) after completion
- c) if the purchase is not completed



### **3 Temporary Removal**

**your property** otherwise insured under this Section within the **territorial limits** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes.

**We will not pay:**

- a) more than £2,500 any one claim
- b) for **property** more specifically insured.

## **Conditions applicable to Section 1**

### **1 Intruder Alarm Protection**

Any intruder alarm system(s) for which **you** are responsible must be:

- a) installed in accordance with the installer's specification. No alteration or variation of the system(s) or any structural alteration to the **buildings** which would affect the system(s) may be made without **our** written consent
- b) kept in full and efficient working order at all times and serviced under a maintenance contract
- c) tested and set whenever the alarmed part of the **buildings** is closed or not attended by **you** or by any person **you** have authorised to be responsible for the security of the **buildings**.

**You** must tell **us** immediately if **you** receive a notice from the:

- i) police or a security organisation saying that the system(s) signals will be disregarded or their response downgraded
- ii) Local Authority or a Magistrate of any requirement imposed under the Environmental Protection Act or other legislation which requires modification of the system(s).

### **2 Automatic Fire Alarm Installations**

Where an automatic fire alarm installation is installed and **your** responsibility **you** must:

- a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defects
- b) carry out the maintenance procedures specified by the manufacturer's of the equipment
- c) notify **us** immediately of any disconnection or failure likely to leave any area unprotected for more than 12 hours
- d) record details of all events such as alarms, faults, tests, maintenance and disconnections and keep them in case **we** wish to examine them.

### **3 Contribution**

If any other insurance covers the same **damage** **we** will not **pay** more than **our** rateable proportion of any **claim**.

### **4 UNOCCUPIED BUILDINGS**

If UNOCCUPIED BUILDINGS are covered under this Section **you** must:

- a) turn off all mains services (except the electricity supply to maintain any fire or intruder alarm system) and completely drain the water system  
or  
during the period 1 October to 1 April each year keep any central heating systems working at a minimum temperature of 5°C

- b) inspect the building internally and externally and remove waste at intervals of no more than 7 days
- c) take reasonable steps to prevent accumulations of mail
- d) secure the building against unlawful entry by closing and locking doors and windows and setting any security and alarm systems
- e) pay the first £500 of each claim for **damage** to UNOCCUPIED BUILDINGS due to malicious persons, storm, flood, water damage, theft or accidental **damage**.

Note: Please also see the **conditions** which appear under the General Section of this Policy.

## Provisions

### **Automatic Reinstatement following Loss**

- 1** The DECLARED VALUE of any item will not be reduced by the amount of any claim provided that:
  - a) you pay the appropriate premium to reinstate the DECLARED VALUE from the date of the claim
  - b) you undertake to implement without delay any additional protections which we may require for the further security of the **buildings**
  - c) you or we have not given written notice to the contrary.

### **2 Other Interests**

the interest of any freeholder, mortgagee, lessor, heritable creditor 'Primo Loco' or 'Secundo Loco' or similar party is noted. The nature and extent of such additional interests must be disclosed immediately following **damage** which is the subject of any claim.

### **3 Non-Invalidation**

This insurance will not be invalidated by anything which increases the risk of **damage** provided that:

- a) it is without your authority or knowledge or beyond your control
- b) you tell us as soon as you become aware of the increased risk of **damage**
- c) you pay any additional premium if required.

### **4 Repairs and Alterations**

Repairs or minor structural alterations may be made to the **buildings** without affecting the insurance under this Section.

### **5 Tenant's Subrogation Waiver**

Following **damage** to any **buildings** insured we will waive any rights, remedies or relief to which we may become entitled by subrogation against any tenant of the **buildings** provided that:

- a) the **damage** did not result from a criminal, fraudulent or malicious act of the tenant
- b) the tenant contributes to the cost of insuring the **buildings** against the peril which caused the **damage**.

### **6 Mortgagees and Lessors**

Any increase in the risk of **damage** due to any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** will not prejudice the interest of any mortgagee, freeholder or lessor provided the increase in risk is without their prior knowledge or authority and we are notified immediately they become aware of the increase in risk and pay any additional premium.

**7 Fire Extinguishing Appliances**

Fire extinguishing appliances must be inspected regularly and any defects must be promptly remedied.

**8 Security Protections**

All devices for the protection of the buildings must be kept in good working order.

**9 Parent and Subsidiary Company Subrogation Waiver**

If there is a claim we will waive our rights of subrogation against any Company which is a Parent of or Subsidiary to you or any Company which is a Subsidiary of a Parent Company of which you are a Subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order.

**10 Inflation Protection**

Unless you give us written notice to the contrary, we will adjust the DECLARED VALUE at each renewal of this Policy in accordance with the Royal Institution of Chartered Surveyors Home Rebuilding Cost Index and calculate the annual premium on the adjusted DECLARED VALUE.

Insured Perils (applicable only if shown as insured in the Schedule)

**1 Fire, Smoke, Lightning, Thunderbolt and Explosion**

- a) Fire.
- b) Smoke but excluding any gradually operating cause.
- c) Lightning and/or thunderbolt.
- d) Explosion.

**2 Aircraft**

Aircraft or other aerial devices or articles dropped therefrom.

**3 Riot, Civil Commotion, Strikers and Locked-out Workers**

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances.

**4 Malicious Persons**

Malicious persons excluding damage:

- a) caused by you, your officers, or an employee
- b) caused by a resident to the portion of the buildings in which they reside
- c) to garden landscaping and paving, garden furniture, trees and plants.

**5 Earthquake**

Earthquake.

**6 Subterranean Fire**

Subterranean Fire.

**7 Spontaneous Fermentation/Heating**

Fire only, resulting from the buildings' own spontaneous fermentation or heating.

## **8 Storm or Flood**

Storm or flood excluding **damage**:

- a) attributable solely to change in the water-table level
- b) caused by frost, subsidence, ground heave or landslip
- c) to garden landscaping and paving, garden furniture, trees and plants, fences and gates.

## **9 Water Damage**

Escape of water from or freezing of water in any fixed water installation.

## **10 Impact**

Impact by any road vehicle or animal or train excluding **damage** by insects or pets.

## **11 Escape of Oil**

Escape of oil from a fixed oil-fired heating installation.

## **12 Breakage or Collapse of Communication Aerials**

Breakage or collapse of communication aerials.

## **13 Theft**

Theft or attempted theft excluding **damage**:

- a) by you, your officers, or an employee
- b) caused by a **resident** to the portion of the **buildings** in which they reside
- c) to garden landscaping and paving, garden furniture, trees and plants
- d) to **contents of common parts** and RESIDENTIAL CONTENTS unless there has been forcible and violent entry to or exit from the **buildings**.

## **14 Subsidence**

Subsidence or ground heave of any part of the site on which the **buildings** stand, or landslip excluding **damage**:

- a) to private garages, yards, forecourts, car parks, roads, pavements, posts, hardcourts, patios, terraces, walls, gates, fences, garden landscaping and paving, trees and plants unless there is **damage** to the other portions of the **buildings** at the same time
- b) caused by or consisting of:
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe

- c) caused by the movement of solid floor slabs unless the foundations beneath the external walls of the **buildings** are **damaged** at the same time and from the same cause
- d) which originated prior to the inception of this cover
- e) resulting from:
  - i) demolition, construction, structural alteration or repair of any **property** or
  - ii) groundworks or excavation
 at the **premises**.

## 15 Accidental Damage

Accidental damage excluding:

- a) **damage due to** or excluded under any other Insured Peril whether shown as operative on the Policy Schedule or not
- b) **damage due to** or consisting of:
  - i) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water-table, faulty or defective design or materials
  - ii) faulty or defective workmanship, operational error or omission on your part or the part of any **officer, employee or resident**
 but this will not exclude subsequent **damage to buildings** which itself results from a cause not otherwise excluded
- c) **damage due to** or consisting of:
  - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, vermin or insect, marring or scratching
  - ii) change in temperature, colour, flavour, texture or finish
  - iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - iv) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement originates
- d) **damage due to** disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- e) **damage to buildings** or structures in course of construction or erection and materials or supplies connected with them
- f) the cost of maintenance or routine decoration
- g) **damage to** garden landscaping and paving, garden furniture, trees and plants.

## Exclusions

This Section does not cover:

### **1 Insured Perils Excess**

the excess shown in the Schedule, applied separately to each loss at each separate premises

### **2 Pollution/Contamination**

damage due to pollution or contamination except:

- i) where the pollution or contamination results from an Insured Peril other than Insured Perils 11, 14 and 15
- ii) where an Insured Peril other than Insured Perils 11, 14 or 15 results from pollution or contamination

### **3 Building Collapse/Cracking**

damage to or destruction of the buildings or any resulting consequential loss due to the structure's own collapse or cracking

### **4 Electrical Plant**

damage to electrical plant, apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure or self-heating. This Exclusion does not apply to damage to any other part of the plant or appliances or other property caused by the spread of fire

### **5 Property More Specifically Insured**

property more specifically insured by you or on your behalf

### **6 Sonic Booms**

damage due to pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### **7 Consequential Loss**

consequential loss of any kind or description not specifically provided for in this Section

### **8 TERRORISM**

damage due to TERRORISM.

In any action, suit or other proceedings where we allege that by reason of this exclusion damage or any cost, expense or consequential loss is not covered by this policy the burden of proving that such damage, cost, expense or consequential loss is covered is upon you

### **9 Northern Ireland Civil Commotion**

damage due to civil commotion in Northern Ireland.

# Section 2 – Property Owners Liability

## Cover

We will pay damages and claimants' costs and expenses for which you are legally liable in respect of:

- 1 accidental injury to any person (other than an employee)
- 2 accidental damage to property which is neither owned by, nor in the custody or control of:
  - a) you
  - b) any of your officers or employees
  - c) any other party claiming indemnity
- 3 accidental damage to:
  - a) personal effects including motor vehicles and their contents belonging to your guests or any guests of your officers or employees whilst the personal effects are in your custody or control or the custody or control of your officers or employees
  - b) buildings, including their fixtures and fittings which you lease, hire or rent excluding:
    - i) damage to their contents
    - ii) liability which you have assumed solely because of a tenancy or other agreement
    - iii) the first £100 of each claim for damage unless the damage is caused by fire or explosion
- 4 wrongful arrest

occurring during the Period of Insurance and within the geographical limits and caused in connection with the business in respect of the premises.

## Extensions

We will also insure under the terms and covers applying to this Section:

### 1 Defective Premises Act

liability which you incur under Section 3 of the Defective Premises Act 1972 and Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from injury or damage occurring within seven years from the cancellation or expiry of this Section of the Policy provided:

- a) we will not pay for the cost of remedying any defect or alleged defect in any premises
- b) you are not entitled to indemnity under any other policy
- c) the premises were insured by this Policy before its cancellation or expiry

### 2 Loading/Unloading

liability which you incur in respect of injury or damage to property during loading or unloading of any motor vehicle or the bringing to or taking away of a load from that vehicle, provided you are not entitled to indemnity under any other policy

### 3 Data Protection Act

liability which you incur due to damage or distress under Section 22 or 23 of the Data Protection Act 1984 caused in connection with the business.

We will not pay:

- a) if you have failed to register or have ceased to be registered under the Data Protection Act 1984 or have failed to comply with or are in contravention of a notice issued under Sections 10 or 12 of the Act
- b) for damage or distress which is the intentional result of any deliberate act or omission
- c) costs and expenses of rectifying, rewriting, or erasing data

### 4 Extended Indemnity

liability which you and no other party incur for a pecuniary loss, cost or expense incurred by any party other than you or your officers or employees as a direct result of:

- a) sudden, identifiable and unexpected escape or discharge of any substance or gas from any premises
- b) stoppage of or interference with pedestrian, vehicular, rail, air or waterborne traffic
- c) nuisance, trespass or interference with any right of air, light, water or way occurring within the territorial limits and caused in connection with the business other than by goods

### 5 Environmental Clean Up Costs

all sums including statutory debts that you are legally liable to pay in respect of clean up costs arising from environmental damage caused by pollution or contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from pollution or contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place
- b) our liability under this Extension will not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum we will pay inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Liability stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) we will be under no liability:
  - i) in respect of clean up costs for damage to your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control



- v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** commences
- vi) in respect of costs for prevention of imminent threat of environmental **damage** where such costs are incurred without there being **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident
- vii) for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna
- ix) for **damage** caused deliberately or intentionally by you or where you have knowingly deviated from environmental protection rulings or where you have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible
- x) in respect of fines or penalties of any kind
- xi) for **damage** caused by the ownership or operation on your behalf of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for **damage** which is covered by a more specific insurance policy
- xiii) for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for **damage** caused by disease in animals belonging to or kept or sold by you.

For the purposes of this Extension the following special meanings will apply:

‘**clean up costs**’ will mean:

- a) testing for or monitoring of **pollution or contamination**
- b) the costs of **remediation** required by any **enforcing authority** to a standard reasonably achievable by the methods available at the time that such **remediation** commences

‘**remediation**’ will mean remedying the effects of **pollution or contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009

‘**enforcing authority**’ will mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and Isle of Man

‘**pollution or contamination**’ will mean:

- a) all **pollution or contamination** of buildings or other structures or of water or land or the atmosphere; and
- b) all **damage or injury** directly or indirectly caused by such **pollution or contamination**.

## Exclusions

### 1 We will not pay damages, costs and expenses incurred:

#### **Contractual Agreement**

- a) solely because of a contract or agreement

due to:

#### **Air and Watercraft**

- b) any craft designed to float on or in, travel on or through, water or air, other than sailing craft and hand-propelled watercraft, or their components or **goods** installed in them

#### **Vehicles**

- c) any motor vehicle in circumstances requiring compulsory insurance or security under Road Traffic Law

#### **Airside Risks**

- d) ownership or operation of any aircraft landing or airside facility

#### **Provision of Advice**

- e) instruction, advice, direction, design, treatment or specification given by **you** or on **your** behalf for a fee

#### **Pollution or Contamination**

- f) pollution or contamination of buildings or other structures, water, land or the atmosphere or **damage** or **injury** directly or indirectly caused by such pollution or contamination unless caused by a sudden, identifiable and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. Where indemnity is provided this Section of the Policy will treat all pollution or contamination arising out of one incident as having occurred at the time of the incident

#### **Goods**

- g) goods which are buildings or land except as provided by Extension 1 – Defective Premises Act

#### **Demolition, Erection and Alteration**

- h) demolition, erection or structural alteration of or addition to new or existing buildings

#### **Recall, Removal, Repair**

- i) the recall, removal, repair, replacement or making of any refund in respect of **goods** or any resulting consequential loss

#### **Other Business**

- j) **your** pursuit or exercise of any trade, calling or profession other than the **business**.

### 2 We will not pay:

#### **Damage to Goods Supplied**

- a) for **damage** to the goods which cause injury, or **damage** to property

#### **Defective Work**

- b) the cost of rectifying defective work carried out by you or on your behalf

#### **Liquidated Damages, Fines or Penalties**

- c) liquidated damages, fines or penalties.

## Limits of Liability

The Limits of Liability shown in the Schedule are our monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one claim except for:

- a) claims due to the sale or supply of goods
- b) claims for pollution or contamination
- c) extended indemnity

where the Limits of Liability shown apply in the aggregate in any one Period of Insurance but in no circumstances will we pay more than £2,000,000 in respect of claims for pollution or contamination or extended indemnity due to incidents in any Period of Insurance.

Where you become liable to pay a sum above the Limits of Liability in respect of a claim, we will pay only the proportion of costs and expenses that the Limits of Liability bear to your total liability. The costs and expenses will not be proportionately reduced in respect of claims for injury to any employee.

Note: Please also see the **EXCLUSIONS** which appear under the General Section of this Policy.

## Section 3 – Employers Liability

### Cover

We will pay damages and claimants' costs and expenses for which you are legally liable in respect of accidental injury to any employee, occurring during the Period of Insurance and within the geographical limits in the course of their employment or engagement in the business.

### Extensions

We will also insure under the terms and covers applying to this Section:

#### 1 Injury to Partner or Proprietor

an injury to you or your partner in the same way we would treat an injury to an employee.

Provided that:

- a) the injury occurs whilst you or your partner is engaged in connection with the business
- b) the injury is caused by another partner or by an employee whilst engaged in connection with the business
- c) you or your injured partner has a valid right of action against the party responsible for such injury.

### Provision(s)

#### 1 Employers Liability Recovery

You must repay to us all sums which we pay solely due to the provisions of any law relating to the compulsory insurance of liability to employees in the territorial limits.

### Exclusions

We will not pay damages, costs and expenses incurred:

#### 1 Motor Vehicles

due to injury:

to any employee when the employee is:

- i) carried in or upon any motor vehicle
- ii) entering or getting onto or alighting from a motor vehicle in circumstances where Road Traffic legislation requires insurance or security.

This exclusion does not apply to injury to any employee who at the time the injury occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided there is no other insurance covering the injury

## **2 Others**

arising from:

- i) tree felling or lopping
- ii) window cleaning, painting or similar operations carried out from cradles and/or hoists
- iii) the provision of, erection of, dismantling of or work from scaffolding
- iv) demolition, erection or structural alteration of or addition to new or existing buildings
- v) your pursuit or exercise of any trade, calling or profession other than the business.

### **Limits of Liability**

The Limits of Liability shown in the Schedule are our monetary limits in respect of the insurance provided by this Section (other than limits otherwise specified) and apply to any one claim.

**Note:** Please also see EXCLUSIONS which appear under the General Section of this Policy.

**Please Note:** Condition(s) and further Additional Cover, Provisions and Exclusions applicable to this Section are shown on the following pages.

# Sections 2 and 3

Additional cover, extensions, provisions, condition(s) and exclusions

The following Additional Cover, Provisions, Condition(s) and Exclusions are applicable in addition to any indicated under Sections 2 and 3 individually.

## Additional Cover

In addition to the total amount we pay for any claim which we have accepted as valid under Sections 2 and 3 we will also pay:

### 1 Additional Costs and Fees

- a) legal fees for representation at any coroner's inquest, fatal injury inquiry or proceedings in any court of summary jurisdiction or similar court of inquiry in the country of jurisdiction
- b) other costs and expenses which you incur with our written consent

### 2 Compensation for Court Appearance

£100 per day whilst you or any of your officers, or £50 per day whilst any of your employees, attends a court as a witness at our request in connection with a claim under this Section

### 3 Legal Defence Costs

legal costs and expenses which you incur with our written consent or, at your request, which any of your officers or employees incur in the defence of a prosecution (including an appeal against a conviction) for an alleged or actual breach of the following legislation during the Period of Insurance in the course of the business:

- a) the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) Part II of the Consumer Protection Act 1987
- c) The Food Safety Act 1990.

We will not pay for:

- i) proceedings brought outside the territorial limits
- ii) costs, expenses or reimbursements arising in connection with:
  - any order made under Section 16, 17 or 35 of the Consumer Protection Act 1987
  - any order made under Section 9 or resulting from Regulations as to charges under Section 45 of the Food Safety Act 1990.

## Extensions

We will also insure under the terms and covers applying to Sections 2 and 3 providing we have accepted there is a valid claim:

### 1 Indemnity to Officers and Employees

at your request:

- a) any of your officers or employees:
  - i) where you would have been entitled to cover if the claim had been made against you
  - ii) in respect of private work carried out with your consent for an officer or employee by an employee
- b) any officer, member or employee of your catering, social, sports and welfare organisations, security, ambulance, fire and first aid services

### 2 Principal's Indemnity

any principal but only to the extent required by your contract or agreement with them

### **3 Personal Representatives**

the legal personal representative of any person who is entitled to cover under Sections 2 and/or 3 but only in respect of liability incurred by the person whom they are representing.

Provided that:

- i) any person entitled to cover under the terms of Sections 2 and/or 3 satisfies the terms and conditions of this Policy so far as they can apply
- ii) we have the sole conduct and control of any claim

### **4 Acquisitions**

liability incurred by a subsidiary company which you founded or acquired after the inception date of this Policy provided:

- a) we will be liable only for amounts in excess of the Limits of Liability of any valid Liability insurance effected by or on behalf of the subsidiary company
- b) you notify us of the foundation or acquisition of subsidiary companies as soon as reasonably practicable and within three calendar months of the date of their foundation or acquisition
- c) the business of such subsidiary companies is materially the same as the business.

For the purposes of this cover a subsidiary company is a company registered in the territorial limits and conforming to the definition of a subsidiary company in the Companies Act 1985.

### **5 Cross Liabilities**

each party comprising you as though a separate policy had been issued to each of them. The total amount for which we will be liable to all such parties including you will not exceed in the aggregate the Limit of Liability shown in the Schedule.

## **Provisions**

### **1 Adjustments**

Where any premium is calculated on estimates you must declare to us any information required for the expired Period of Insurance and pay any additional premium.

### **2 Company Registration**

We will only insure you under Sections 2 and/or 3 if you are registered in the territorial limits.

## **Condition(s)**

### **1 Contribution**

If at the time of any occurrence or claim there is any other insurance applicable to such occurrence or claim we will not be liable under Sections 2 and/or 3 of this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected.

## **Exclusions**

### **1 North America**

We will not be liable under this Policy in respect of any liability due to:

- a) any goods knowingly sold or supplied by you for delivery or use
- b) any claim made or brought
- c) injury, wrongful arrest or damage to property occurring in the United States of America or Canada.

### **2 Offshore Work**

We will not pay any amount in respect of injury or damage to property due to work on, or visit or travel to or from any offshore structure by you, your officers or your employees, or any other party engaged by you or on your behalf.

# Section 4a – Legal Expenses for eviction of squatters

**This section applies only to residential premises and/or residential portions of premises.**

## **How to claim under this Section**

Once the ADMINISTRATOR has received details of your claim and the ADMINISTRATOR has accepted it, the ADMINISTRATOR will start to resolve your legal problem.

To make a claim under this Section, please write direct to the ADMINISTRATOR with full details as soon as possible.

## **Send your claim to:**

Legal Claims Centre, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

## **If you need help from us**

You can phone the ADMINISTRATOR any time on 0117 934 2111 for advice on any legal problem for the eviction of squatters.

Claims can also be e-mailed to [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## **When the administrator cannot help**

Please do not ask for help from a solicitor before the ADMINISTRATOR has agreed. If you do, we will not pay the costs involved.

## Definitions

Wherever the following words appear in capital letters within this Section they will have the same defined special meaning attributed to them.

### **Administrator**

DAS Legal Expenses Insurance Company Limited who administer and manage all claims on our behalf and to whom any notification of a claim must be addressed.

### **Representative**

The lawyer or other suitably qualified person who has been appointed by the ADMINISTRATOR to act for you in accordance with the terms of this Section.

### **Date of Occurrence**

The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the DATE OF OCCURRENCE is the date of the first of these events.

## **Costs and Expenses**

### **a) Legal Costs**

All reasonable and necessary costs chargeable by the REPRESENTATIVE on a standard basis.

### **b) Opponents' Costs**

Costs incurred by opponents if you have been ordered to pay them, or pays them with the ADMINISTRATOR'S agreement.



## Cover

We agree to provide the insurance in this Section, as long as:

- a) the DATE OF OCCURRENCE of the insured incident is within the Period of Insurance; and
- b) any legal proceedings will be dealt with by a court, or other body which the ADMINISTRATOR agrees to, in the territorial limits.

The ADMINISTRATOR will help in appealing or defending an appeal as long as you tell the ADMINISTRATOR within the time limits allowed. Before we pay the COSTS AND EXPENSES for appeals, the ADMINISTRATOR must agree that it is always more likely than not that the appeal will be successful.

We will only pay the COSTS AND EXPENSES charged by a REPRESENTATIVE appointed by the ADMINISTRATOR.

The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

## Eviction of Squatters

We will pay the COSTS AND EXPENSES incurred to secure the eviction of squatters from residential premises.

## Exclusions

- 1 A claim reported to the ADMINISTRATOR more than 180 days after you should have known about the insured incident.
- 2 An incident or matter arising before the start of cover under this section of the policy.
- 3 COSTS AND EXPENSES incurred before the ADMINISTRATOR'S written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
- 5 An insured incident intentionally brought about by you.
- 6 Any legal action that you take which the ADMINISTRATOR or the REPRESENTATIVE have not agreed to, or where you do anything that hinders the ADMINISTRATOR or the REPRESENTATIVE.
- 7 A claim relating to your alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which damage your reputation.
- 9 A claim relating to a lease, a licence or tenancy of land or buildings, or a claim relating to any land or buildings which are not for residential purposes.
- 10 A dispute with us or the ADMINISTRATOR not otherwise dealt with under Condition 7.
- 11 Apart from the ADMINISTRATOR, you are the only person who may enforce all or any part of this insurance and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this Section in relation to any third party rights or interest.
- 12 An application for judicial review.

Your attention is drawn to the General Exclusions and Conditions of the policy.

## Conditions – applying to this section

1 You must:

- a) keep to the terms and conditions of this Section;
- b) try to prevent anything happening that may cause a claim;
- c) take reasonable steps to keep any amount we have to pay as low as possible;
- d) send everything the ADMINISTRATOR asks for, in writing;
- e) give the ADMINISTRATOR full details in writing of any claim as soon as possible and give the ADMINISTRATOR any information they need.

2 a) The ADMINISTRATOR can take over and conduct in **your** name, any claim or legal proceedings at any time.

The ADMINISTRATOR can negotiate any claim on **your** behalf.

b) You are free to choose a REPRESENTATIVE (by sending the ADMINISTRATOR the suitably qualified person's name and address) if:

- i) the ADMINISTRATOR agrees to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
- ii) there is a conflict of interest.

The ADMINISTRATOR may choose not to accept **your** choice, but only in exceptional circumstances. If there is a disagreement over the choice of REPRESENTATIVE in these circumstances, **you** may choose another suitably qualified person.

c) In all circumstances except those in 2b) above, the ADMINISTRATOR is free to choose a REPRESENTATIVE.

d) Any REPRESENTATIVE will be appointed by the ADMINISTRATOR to represent **you** according to the ADMINISTRATOR'S standard terms of appointment. The REPRESENTATIVE must co-operate fully with the ADMINISTRATOR at all times.

e) The ADMINISTRATOR will have direct contact with the REPRESENTATIVE.

f) You must co-operate fully with the ADMINISTRATOR and the REPRESENTATIVE and must keep the ADMINISTRATOR up to date with the progress of the claim.

g) You must give the REPRESENTATIVE any instructions that the ADMINISTRATOR requires.

3 a) You must tell the ADMINISTRATOR if anyone offers to settle a claim.

b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further COSTS AND EXPENSES.

4 a) You must tell the REPRESENTATIVE to have COSTS AND EXPENSES taxed, assessed or audited, if the ADMINISTRATOR asks for this.

b) You must take every step to recover COSTS AND EXPENSES that **we** have to pay, and must pay **us** any COSTS AND EXPENSES that are recovered.

5 If the REPRESENTATIVE refuses to continue acting for **you** or if **you** dismiss the REPRESENTATIVE, the cover **we** provide will end at once, unless the ADMINISTRATOR agrees to appoint another REPRESENTATIVE.

- 6 If **you** settle a claim or withdraw it without the agreement of the ADMINISTRATOR, or do not give suitable instructions to a REPRESENTATIVE, the cover **we** provide will end at once and **we** will be entitled to reclaim any COSTS AND EXPENSES **we** have paid.
- 7 If **you** and the ADMINISTRATOR disagree about the choice of REPRESENTATIVE, or about the handling of a claim, **you** and the ADMINISTRATOR can choose another suitably qualified person to decide the matter. **You** and the ADMINISTRATOR must both agree to the choice of this person in writing. Failing this, the ADMINISTRATOR will ask the president of a relevant national law society to choose a suitably qualified person.

All costs of resolving the disagreement must be paid by the party whose argument is rejected.

- 8 The ADMINISTRATOR may, at their discretion, require **you** to obtain, at **your** expense an opinion from a lawyer or other suitably qualified person chosen by **you** and the ADMINISTRATOR, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that the ADMINISTRATOR has agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
- 9 All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## Section 4b – Helpline

### **Property Damage and Legal Advice Helpline**

Our property damage and legal advice helpline provides valuable help on a wide range of day to day problems from sorting out a blocked drain through to advice on legal matters.

The helpline operates 24 hours a day, every day of the year.

The helpline services are detailed in the folder enclosed with this policy which includes a Zurich Assistance card showing the helpline telephone number.

(Note: our property damage and legal advice helpline services are administered by external suppliers who may be varied at our discretion).

# General

## Claims Conditions (Procedures and Requirements)

**1** If there is **damage**, loss of RENT, accident, injury or other loss which may give rise to a claim you must:

### **Notification**

- a) notify us immediately in writing
- b) notify the police immediately if **damage** is caused by malicious persons, theft or unexplained loss

### **Full Details**

- c) provide us with, at your expense:
  - i) full written information about the loss and any evidence or assistance **we** require including details of any other insurance covering the loss. If **damage** is caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances full information must be provided within seven days
  - ii) a statutory declaration of the truth of the **claim** and of any matters connected with it if **we** ask you to.

## **2 Summonses or Other Documents**

You must notify us immediately of any writ, summons, process or other document. You must not negotiate, pay, settle, admit or repudiate liability or claim without our written consent.

## **3 Admission of Liability**

No person is entitled to represent or admit liability or offer promise of payment on our behalf or on behalf of you or any person claiming indemnity under this Policy without our written consent.

## **4 Defence**

We will be entitled to conduct the defence or settlement of any claim and to instruct solicitors of our choice to act for you in any civil or criminal proceedings arising from any event giving rise to the claim.

## **5 Our Rights**

We may:

- a) enter any premises where **damage** has occurred and either take possession of any **property** insured or require it to be delivered to us and deal with it in any reasonable manner. You must not abandon any **property** to us whether we have taken possession of it or not
- b) take the benefit of your rights against another person before or after we have paid a claim
- c) at any time pay:
  - i) the Limit of Liability shown in the Schedule (after deduction of any amount already paid) or
  - ii) any lesser amount for which the **claim** can be settled.

We may then relinquish the conduct and control and be under no further liability for the claim except for the payment of costs or expenses incurred with our consent prior to the date of such payment.

## **6 Reinstatement/ Replacement of Property**

If we decide to reinstate or replace any **property** you must at your own expense provide all such plans, documents, books and information as may be reasonably required. We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and will not be bound to expend in respect of any one item more than its Sum Insured or in total the Limit shown in the Schedule.

# Notes

## General Provisions which apply to the whole policy

### 1 Policy Voidable

We have the option to void this Policy and not pay a claim if you or anyone acting for you or with your connivance:

- a) provide us with misleading information
- b) fail to let us know about any material fact
- c) make a claim knowing that it is in any way fraudulent
- d) wilfully cause any damage
- e) hinder or obstruct us or do not comply with our requirements in the exercise of our rights.

### 2 Alteration

Cover under this Policy will cease in the event of any alteration(s) which increase(s) the risk of damage, accident or injury or where your interest ceases (other than by will or operation of law) unless we agree such alteration in writing.

The Additional Cover under Section 1 RENT and/or alternative accommodation will not operate if the business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

### 3 Reasonable Precautions

You must:

- a) ensure all reasonable precautions are taken to prevent or minimise damage, accident, injury, financial loss or other loss
- b) make every effort to comply with any statutory requirements and other safety regulations imposed by any authority
- c) keep a complete set of accounts
- d) take up references before entrusting property to a new employee.

### 4 Subrogation

Any party claiming indemnity under this Policy must at our request and expense take and permit to be taken any necessary steps to enforce their rights against any other party in your name whether or not we have made a payment.

### 5 Value Added Tax

All claims under this Policy will exclude Value Added Tax to the extent that you are accountable to the Tax Authorities.

### 6 Cancellation

We may cancel this Policy by sending a special delivery letter to your last known address (and in the case of Northern Ireland to the Department of the Environment for Northern Ireland).

We will give you the following notice:

- a) 7 days in the event of non-payment of an instalment premium on its due date
- b) 30 days in other circumstances

You may be entitled to a pro rata return of premium calculated from the date of cancellation.

## **7 Cancellation Rights**

If you decide you do not want to accept the Policy, or any subsequent renewal of it, please tell us (or your insurance intermediary) within 14 days of receiving the policy or renewal notice. We may, at our discretion, charge you for the time you have been on cover, including insurance premium tax.

## **8 Payment by Instalments**

Reference to the payment of premium includes payment by monthly instalments. If you pay by this method the Policy remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the Policy will be cancelled immediately.

## **9 Contractual Right of Renewal (Tacit)**

If you pay the premium to us using our Direct Debit instalment scheme, we will have the right (which we may choose not to exercise) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, provided you tell us (or your insurance intermediary) before the next renewal date, we will not renew it.

## **10 Arbitration**

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with the statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against us.

## **Exclusions which apply to the whole of the policy or to more than one section**

This Policy does not cover any **damage**, consequential loss, cost, expense or legal liability due to:

### **1 Radiation Risks**

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other explosive nuclear assembly or nuclear component
- c) any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

Exclusions a) to d) do not apply to **injury** to any **employee**

### **2 War Risks**

war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation or requisition, seizure or destruction by any Government or any public authority.

## Endorsements

Each Endorsement operates only if indicated in the Schedule and is otherwise subject to the terms and conditions of the Policy.

### 1 Long Term Undertaking

In consideration of a 5% discount being allowed off the net premium of this Policy, you undertake to offer the insurance under this Policy annually, on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance. It is agreed that:

- a) we shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) the sums insured may be reduced at any time to correspond with any reduction in value
- c) the effective date and expiry date of this undertaking are as shown in the Schedule
- d) payment of the premium due at the effective date of this undertaking shall be considered acceptance by you of this Endorsement.

### 2 Tenants' Liability (applicable to Section 2)

We will also insure under the terms and covers applying to Section 2 provided we have accepted there is a valid claim and at your request any tenant of furnished accommodation let by you in respect of the liability of the tenant as occupier of such accommodation. We will not pay more than the Limit of Liability stated in the Schedule in respect of any one claim.

### 3 Loss of MONEY

We will pay the amount of any loss not exceeding the Limits shown in the Schedule in the event of:

- a) loss of MONEY from any cause which is not excluded:
  - i) loss of NON-NEGOTIABLE MONEY
  - ii) loss of other MONEY whilst in transit and entrusted to your officers or authorised representative or whilst in the private residence of your officers or authorised representative
- b) accidental damage as a direct result of robbery or attempted robbery to:
  - i) the personal effects of your officers or authorised representative
  - ii) any security case, bag or other specially designed container for the carriage of MONEY.

We will not be liable for any loss:

- a) arising from error or omission in receipts, payments, accounting practices or depreciation in value
- b) due to fraud or dishonesty on the part of any of your officers or authorised representative unless such loss is discovered within 14 days of the act of fraud or dishonesty
- c) of MONEY in excess of £100 from an unattended vehicle.

### Additional Endorsements

There may be Endorsements in addition to these. If there are, they will be printed on the Schedule to this Policy. Please check your Schedule.



## Special Definitions (applicable to endorsement 3 only)

### **MONEY**

Coinage, bank and currency notes, bills of exchange, cheques, girocheques, giro cash cheques, bankers drafts, national giro drafts, money orders, postal orders, national insurance stamps, national savings stamps, national savings certificates, all belonging to **you** or for which **you** have accepted responsibility and held in connection with the **business**.

### **NON-NEGOTIABLE MONEY**

Crossed cheques, crossed girocheques, crossed bankers drafts, crossed national giro drafts, crossed money orders, crossed postal orders, used national insurance stamps, national savings certificates.

## Personal Accident Assault Extension

**We** will pay compensation up to the Event Limits shown in the Schedule if an **INSURED PERSON** sustains **BODILY INJURY** as a result of robbery or attempted robbery.

### **Event Limits**

**BODILY INJURY** solely and directly resulting within 52 weeks of the **BODILY INJURY** in:

- 1** Death, or Total and **PERMANENT**
  - a) loss or loss of use of one or more limbs at or above the wrist or ankle, or
  - b) loss or loss of use of one or both eyes, or
  - c) disablement from paid work of any kind (payable after 104 weeks from the date of the **BODILY INJURY** or as agreed by **us**).
- 2** Temporary disablement from usual paid work (payable until recovery or up to 104 weeks from the date of the **BODILY INJURY** whichever occurs first). Provided that anyone entitled to compensation:
  - a) places themselves as soon as practicable under the care of a qualified medical practitioner whose advice they must follow
  - b) submits to medical examination at **our** expense as often as required by **us**.

## Basis of Claims Settlement

No compensation will be payable in respect of any one **INSURED PERSON** under more than one heading under item 1 of Event Limits. All sums paid under item 2 of Event Limits will be deducted from any sums becoming payable under item 1 a), b) or c) of Event Limits in respect of the same **BODILY INJURY** to the same **INSURED PERSON**.

## Special Definitions (applicable to Personal Accident Assault Extension)

### **BODILY INJURY**

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

### **INSURED PERSON**

Any **officers** or your authorised representative who is 16 years old or over but under 66 years old to whom you have entrusted **MONEY**.

### **PERMANENT**

That which in all probability will continue for the remainder of life.

# Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

## Who to contact in the first instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with your usual contact as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

If we cannot resolve your complaint straight away we will aim to resolve your concerns as soon as possible and we will keep you informed of progress while our enquiries are continuing.

The majority of complaints we receive are resolved within 4 weeks of receipt.

## Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right however sometimes we may not be able to reach an agreement with you. If this is the case and you remain dissatisfied once you have received our response to your complaint we will refer your complaint to our Customer Relations Team for a separate review.

The Customer Relations Team will contact you to let you know they have received your complaint and when their review is complete they will provide you with a final response on our behalf.

## The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within 8 weeks or if you remain dissatisfied following receipt of our final response letter you can ask the FOS to formally review your case. You must contact the FOS within 6 months of our final response.

The FOS contact details are as follows:

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

You can telephone for free on:

**08000 234 567** for people phoning from a "fixed line" (for example, a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect your legal rights.

The FOS can help with most complaints if you are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual income of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If you are unsure whether the FOS will consider your complaint please contact them directly for further information.

You are entitled to contact the FOS at any stage of your complaint.

## The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect your legal rights.





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#### Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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