

**CHOICE  
INSURANCE**



**COMMERCIAL UNOCCUPIED PROPERTY OWNERS INSURANCE**  
POLICY WORDING

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## Introduction

Thank **you** for choosing to insure with **us**. This insurance is specifically designed to only insure **unoccupied buildings** which are owned by **you** or for which **you** are legally responsible as part of **your** business activities. Please read **your** policy documentation carefully to ensure that the cover meets **your** requirements. If anything is not correct, please contact **your** broker as soon as possible.

**We** will provide this insurance in return for the premium **you** have agreed to pay.

## Who has arranged your cover

**Your policy** has been arranged through Choice Insurance Agency Ltd, who is a limited company registered in England under company number 4420555. The registered office of Choice Insurance Agency Ltd is:

Choice Insurance Agency Ltd  
Unit 1, Victoria Central, 27 Victoria Avenue  
Southend on Sea  
Essex, SS2 6AJ

Choice Insurance Agency Ltd is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Choice Insurance Agency Ltd is authorised by **us** to underwrite insurance and issue this **policy** on **our** behalf

## How we will handle your data – Data Protection

Choice Insurance Agency are the data controller of any personal information **you** provide to us or personal information that has been provided to us by a third party. We collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and **your** rights in relation to your information please see <http://www.choiceinsuranceagency.co.uk/privacy-policy>. If **you** are providing personal data of another individual to us, **you** must tell them you are providing their information to us and show them a copy of this notice.

## Important information regarding this insurance

**Want more details?** For more information about how **we** use **your** personal information please see **our** full privacy notices, which are available online on **our** websites or in other formats on request.

**Contacting us and your rights:** **You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notices, please contact our Data Protection Officer: The Data Protection Officer, Beazley Plc, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ  
Email: [DPO@beazley.com](mailto:DPO@beazley.com)

## General claim requirements and information

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the claims requirement conditions shown in each section of the **policy**.

In order that **we** may deal with **your** claim **you** must:

1. tell **us**, using the claims contact details below, as soon as is reasonably possible, if anything has happened which may result in a claim under this **policy**. If a crime has been committed **you** must also tell the police and obtain an incident or crime reference from them.
2. take reasonable steps to:
  - a. protect **your** property;
  - b. prevent accident or injury; and
  - c. minimise or avoid the risk any loss under this **policy**.
3. give **us** or **our** representatives all the cooperation and assistance **we** need to investigate and adjust **your** claim. This includes providing **us** or **our** representatives, as soon as reasonably possible, with:
  - a. written details;
  - b. supporting documentation; and
  - c. any correspondence regarding the claim, including every letter of claim, writ, summons or claims correspondence **you** receive, invoices, statements or other documents evidencing the amount being claimed.
4. provide **us** or **our** representatives with reasonable evidence of value or age (or both) for items involved in a claim.
5. not admit responsibility or make any offer or payment without **our** prior written agreement.
6. allow **us** to start recovery proceedings in **your** name and give **us** all the assistance **we** need. Any costs incurred in such proceedings will be at **our** expense.
7. allow **us** to take over and conduct the defence or settlement of any claim in **your** name if **you** are being held responsible for any loss covered under this **policy**.
8. not dispose of any damaged property before **we** have had the opportunity to inspect them unless **we** have agreed otherwise.
9. not release any party from liability without **our** prior written agreement.

If **you** fail to comply with any of the above obligations **we** may reduce any payment **we** make under this insurance by an amount which is equal to the detriment **we** have suffered as a result of **your** failure to comply with these obligations.

## How to make a claim

Should **you** need to report or make a claim to **us**, please contact **our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **you** wish also advise **your** insurance adviser or **our** Binding Underwriter to do this on **your** behalf.

Woodgate and Clark Limited  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

Telephone: +44 (0) 1732 520273  
Out of hours Telephone: +44 (0) 1732 520270  
Email: [newclaim@woodgate-clark.co.uk](mailto:newclaim@woodgate-clark.co.uk)

It will be helpful when reporting a claim if **you** are able to advise the **policy** number and brief details of the claim.

## Complaints procedure

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** wish to make a complaint, please contact **your broker**. **Your** broker's contact details are shown in the **schedule**.

In the event **you** remain dissatisfied, it may be possible in certain circumstances for **you** to refer the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA.

Tel: 020 7327 5693

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com](http://www.lloyds.com) and are also available from the above address.

### Financial ombudsman service

If **you** remain dissatisfied after Lloyd's has considered **your** complaint **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or  
0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### Financial Services Compensation Scheme (FSCS)

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this **policy**. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

# General Definitions

Whenever the following words and phrases appear in bold print they will always have these meanings. Any other definitions are shown in the section to which they apply.

## **Buildings**

The principal structure, including outbuildings and annexes, at the address stated in the **schedule**, including:

1. items that are fixed to and form part of such structure including machinery and plant;
2. fixed fuel tanks and permanently installed solar panels attached to the structure of the premises;
3. paved terraces, drives, car parks, paths, walls, gates and fences that are attached to or immediately service such structure or that are shared with outbuildings and other structures;
4. underground storage tanks;
5. underground services, sewers, pipes, cables and drains which are attached to or immediately service the premises and extend to the public mains;

which are owned by **you** or for which **you** are legally responsible.

**We** do not include within this definition any land or water.

## **Endorsement**

A change in the terms and conditions of this insurance.

## **Excess**

The amount that **you** will be responsible for paying for each agreed claim.

## **Period of insurance**

The length of time for which this insurance is in force, as shown in the **schedule**.

## **Policy**

This insurance document and the **schedule** including any **endorsement**.

## **Premises**

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

## **Schedule**

The document stating **your** insurance details including **your** name, address, the **sums insured**, the **excess**, the **period of insurance** and the sections of this insurance which apply.

## **Sum insured**

The most **we** will pay for each incident of loss as stated in the **risk details**.

**Unoccupied**

When a **building** is:

- not used for purposes of business;
- empty, void, vacant or disused;
- not occupied by **you** or a person or tenant authorised by **you**.

**We / us / our**

A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd. Choice Insurance Agency Ltd is authorised by **us** to underwrite insurance and issue this **policy** on **our** behalf.

**You / your**

The insured named in the **schedule**.

# General conditions

The following conditions apply to the whole **policy**. Further conditions can be found in the section to which they apply.

## 1. Presentation of the risk

Before cover begins, **you** must provide a fair presentation of the risk and ensure that when answering any question **we** ask that the information **you** provide is accurate and complete. A fair presentation is one which discloses all material facts, in a clear and accessible manner, which **you**, **your** senior management and any anyone responsible for arranging the **policy** for **you** know or ought know following a reasonable search. If **you** are in any doubt about what constitutes a material fact **you** should speak to **your** broker.

## 2. Deliberate or reckless failure to provide a fair presentation

If **you** deliberately or recklessly fail to provide a fair presentation, **we** will treat this **policy** as if it never existed and refuse to cover or pay any claim under it. **You** must reimburse any payments made by **us** under the **policy** and **we** will be entitled to keep the premium due to **us**.

## 3. Inadvertent failure to provide a fair presentation

If **you** fail to provide a fair presentation but the failure was neither deliberate nor reckless, the measures **we** take to resolve this failure will depend upon what **we** would have done had **you** provided **us** with a fair presentation.

The remedies available are as follows:

- a. If **we** would not have provided this **policy**, **we** may treat it as if it never existed and refuse to cover or pay any claim under it. **You** must reimburse any payments made by **us** under the **policy** and **we** will be entitled to keep the premium due to **us**.
- b. If **we** would have provided this **policy** on different terms (other than as to the premium), **we** can treat it as if these different were in place from the start of the **period of insurance**. This could result:
  - i. in **our** refusing to pay a claim; or
  - ii. in **you** reimbursing **us** of any payments **we** have made which would not have been payable if such different terms had been applied.
- c. If **we** would have entered into the **policy** but charged **you** a higher premium, **we** can reduce the amount **we** pay for a claim in the proportion that the premium bears to the premium **we** would have charged had **you** fairly presented the risk **us**. This remedy may apply in addition to b. above.

## 4. Change of circumstances

**You** must let **us** know, as soon as possible, if there are any material changes during the **policy period** to:

1. any information that formed part of the presentation of the risk, which includes but is not limited to the occupancy of the **building**; or
2. the risk covered under the **policy** which, if the change had occurred before the start of the **policy**, would have been likely to affect;

- a. whether or not **we** would have entered into the **policy**; or
- b. the terms of the **policy**, including the premium,

**You** must make a fair presentation of any of the material changes set out above.

If **you** fail to tell **us** of a material change or fail to provide a fair presentation but the failure was neither deliberate nor reckless, the measures **we** take to resolve this failure will depend upon what **we** would have done had **you** provided **us** with a fair presentation.

5. Failure to notify a change

If **you** deliberately or recklessly fail to tell **us** about any of the material changes set out in 4 above, **we** will treat this **policy** as if it never existed and refuse to cover or pay any claims after this date. **You** must reimburse any payments made by **us** under the **policy** relating to any claims or losses occurring after such date. **We** will keep any premium that is due to **us**.

If **you** fail to provide a fair presentation of the changes set out in 4 above but the failure was neither deliberate nor reckless, the measures **we** take to resolve this failure will depend upon what **we** would have done had **you** provided **us** with a fair presentation.

The remedies available are as follows:

- a. If **we** would have cancelled **your policy**, **we** will treat this **policy** as if it had been cancelled. Cancellation will take effect on the date of such change and any claim or loss made or occurring after this date will not be covered by this **policy**. **You** must reimburse any payments made by **us** under the **policy** relating to any such claims or losses. **We** will return any premium **you** have paid for any period of cover remaining after the date when cancellation would have been made.
- b. If **we** would have provided cover on different terms (other than as to the premium), **we** will treat the **policy** as if those other terms applied. These different terms will apply from the date of changes set out in 4 above. This could result:
  - i. in **our** refusing to pay a claim; or
  - ii. in **you** reimbursing **us** of any payments **we** have made which would not have been payable if such different terms had been applied.

6. Building Occupancy

This insurance only covers **buildings** which are **unoccupied**. **You** must tell **us** or **your** broker, as soon as is reasonably possible, and no later than 5 working days, if the **buildings** are no longer **unoccupied**. **We** may then change the terms of the policy, charge an additional premium or cancel the **policy** in accordance with the cancellation condition. If **you** do not tell **us** about such change, **we** will refuse to pay **your** claim and may terminate this **policy** with effect from the date the **building** became occupied.

7. Premium payment

**We** will not make any payment under the **policy** unless all premiums, or all premium instalments, have been paid.

8. Cooling off Period

The following only applies if the duration of **your policy** is more than one calendar month.

**You** may cancel this insurance by writing to **us** or **your** broker within 14 days of either of the start of this insurance or the date **you** receive **your policy**, whichever is later. If **you** have not made a claim, **we** will refund **your** premium in full.

9. Cancellation by you

If the **period of insurance** of your policy is for six months or less it is considered a short term **policy** and as such, the following condition shall apply:

After the cooling off period, **you** can cancel this insurance at any time by telling **your** broker. **We** will not return any premium **you** have paid.

If the **period of insurance** of **your policy** is more than six months it is considered an annual **policy** and as such, the following condition shall apply:

After the cooling off period, **you** can cancel this insurance at any time by telling **your** broker. **We** will return a pro-rata proportion of your premium, provided you have paid your premium in full and have not made a claim. If **you** make a subsequent claim after this insurance has been cancelled, **we** will deduct the premium returned to **you** from any claim payment **we** agree to make.

If **we** have incurred any survey fees they will be deducted from any return premium due to **you**.

10. Cancellation by us

**We** may cancel this **policy** by giving **you** 14 days' notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are:

- a. if **you** do not pay **your** premium;
- b. the **buildings** are no longer **unoccupied**;
- c. if the risk changes meaning **we** can no longer provide **you** with insurance cover;
- c. if **you** do not co-operate with **us** or you fail to supply any information or documentation we request.

11. Adequacy of sum insured

**You** must at all times ensure that **your sums insured** are maintained at full value.

**Buildings**

Full value means the cost of rebuilding in the same form, style and condition as new if **your buildings** were completely destroyed and includes an appropriate amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements. Full value is not necessarily the market value.

**Contents**

Full value means the cost to replace the entire **contents** as new.

12. Security and protections

**You** must ensure that:

- a. all physical protections notified to **us** are engaged whenever the **premises** is left unattended;
- b. all perimeter fences, walls and gates are maintained in good repair
- c. all fire alarms and security systems notified to **us** are activated whenever the **premises** is left unattended;
- d. all gas, water and electricity mains supplies are kept disconnected or turned off at the mains, except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation at all times, for security or fire protection purposes;
- e. all exposed pipes and tanks, including those within the loft space and roof void are suitably lagged to prevent freezing;
- f. **you** tell **us** as soon as is reasonably possible if for any reason an alarm or security system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be comprehensively and regularly serviced under contract by a reputable company at least annually;
- g. the **premises** and the area up to the boundary of the **premises** are kept free from fuel, waste or any loose combustible material;
- h. all letter boxes and other similar openings are sealed;
- i. all keys to alarms, security systems and final exit doors are removed from the **premises** when left unattended;
- j. **you** tell **your broker** before **you** start any refurbishments, conversions, extensions or other structural works to the **buildings** or if there are any changes from those already disclosed to **us**;
- k. **you** tell **your broker** of any changes to planning permission or consent applicable in relation to the **property**, which has not been declared to **us** at inception of the policy;
- l. **you** tell **your broker** as soon as reasonably possible if the **building** is to be demolished or if **building** becomes subject to compulsory purchase order.

If **you** fail to comply with any of **your** obligations under this condition and **we** determine that a claim has been caused by or impacted directly by **your** failure, **we** may decline any claim or reduce the amount **we** pay for any claim.

13. Site visits

**You** must ensure that:

- a. the **buildings** are inspected thoroughly both internally and externally at least once every 14 days by **you**; **your** representative or **your** employee;
- b. all defects in maintenance and security provisions are rectified as soon as reasonably possible;
- c. accumulations of combustible materials such as junk mail, in and around the **building** are removed during inspection;
- d. a record of such inspection is maintained during the **period of insurance** and kept offsite.

If **you** fail to comply with any of **your** obligations under this condition and **we** determine that a claim has been caused by or impacted directly by **your** failure, **we** may refuse to pay **your** claim or reduce the amount **we** pay for any claim.

14. Reasonable care

**You** must ensure that **you** take appropriate steps to protect **your** property from loss or damage and keep it in good condition and repair. If **you** fail to comply with this obligation and **we** determine that the loss or damage that has resulted in a claim has been caused or impacted by **your** failure to comply, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

15. Disputes

Any dispute between **you** and **us** relating to this **policy** will be referred to a single arbitrator, who will be a solicitor or barrister agreed by both parties. If it is not possible to agree the identity of the arbitrator, the arbitrator shall be chosen by the President of an appropriate Law Society, Bar Council or professional body.

16. Governing law

Unless some other law is shown in the **schedule**, this insurance is governed by English law. The courts of England and Wales will be used to compel or enforce the use of a single arbitrator to resolve any dispute or to enforce any arbitral award.

17. Third parties

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.

18. Assignment

**You** cannot assign this **policy** or any right under it without **our** prior written consent.

19. Other insurance

**We** will not cover any claim, liability, loss or damage that would be covered under any other insurance, scheme or indemnity if this **policy** did not exist. However, **we** will pay the amount exceeding the cover available under the other insurance, scheme or indemnity.

20. Fraud

If any claim is in any way dishonest, exaggerated or fraudulent then **we**:

1. will not be liable to pay the dishonest, exaggerated or fraudulent claim or any loss occurring on or after the date of the fraud, dishonesty or exaggeration;
2. may recover any sums paid to **you** in respect of the dishonest, exaggerated or fraudulent claim or any claim made or loss occurring after the date of the fraud, dishonesty or exaggeration;
3. may terminate this **policy** with effect from the date of the fraud, dishonesty or exaggeration; and
4. keep all premiums paid to **us**.

21. Sanctions

**You** agree that any cover, the payment of any claim and any benefit provided under **your policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **we** are no longer exposed to any sanction, prohibition or restriction.

## General exclusions

The following exclusions apply to all sections of this **policy**. Any extra exclusions are shown in the section to which they apply.

1. Existing damage  
**We** will not pay for loss, damage or liability occurring before cover starts or arising from an event before cover starts.
2. Deliberate acts  
**We** will not cover any claim, loss, damage or liability arising out of a deliberate or dishonest act by **you**, anyone acting on **your** behalf.
3. Indirect loss or damage  
**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim.
4. Nuclear and radioactive contamination  
**We** will not cover any claim, loss, damage or liability directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.
5. Terrorism  
**We** will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from an act of **terrorism**. For the purpose of this general exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
6. War or political violence  
**We** will not cover any claim, loss, damage or liability directly or indirectly due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
7. Confiscation  
**We** will not cover any claim, loss, damage or liability directly or indirectly due to confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
8. Infectious or contagious disease  
**We** will not cover any claim, loss, damage or liability directly or indirectly due to:
  - a) infectious or contagious disease;
  - b) any fear or threat of a) above; or
  - c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

9. Cyber and data

Cyber

**We** will not cover any claim, loss, damage or liability directly or indirectly caused deliberately or accidentally by:

- a. the use of or inability to use any application, software, or programme;
- b. any computer virus;
- c. any computer related hoax relating to a. or b. above.

Electronic Data

**We** will not cover loss of or damage to any electronic data (for example files or images) wherever it is stored.

10. Asbestos

**We** will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from any asbestos, asbestos fibres, asbestos dust, any materials containing asbestos or any refractory ceramic fibres.

11. Contractors

**We** will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from the activities of contractors. For the purpose of this general exclusion a contractor is defined as any person, company or organisation working at or on the insured property, including where **you** are working in **your** capacity as a professional tradesman.

12. Chemical Biological

**We** will not cover any claim, loss, damage or liability directly or indirectly caused by or arising from any chemical, biological, bio-chemical, or electromagnetic weapon.

## Section One Buildings

This section covers **you** for physical loss or physical damage which happens during the **policy period** to **your unoccupied buildings**.

The **schedule** will show if this section or which parts of this section are insured by this **policy**.

The general terms and conditions and the following terms and conditions apply to this section of the **policy**

If **you** need to make a claim please contact **our** claims representative using the contact details stated in the **schedule** and follow the instructions under general claims conditions above.

## Definitions

The following definitions are in addition to the general definitions shown in the General terms and conditions section.

**Heave** Upward movement of the ground beneath the **buildings** because of the soil expanding.

**Landslip** Downward movement of sloping ground.

**Subsidence** Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the **building**.

## Section One Buildings - Level 1

### What is covered

**We** will insure **your unoccupied buildings** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.

### What is not covered:

Any cause already excluded within the General Exclusions.

**We** will not pay for any loss or damage caused by or resulting from pollution or contamination.

**We** will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.

## Section One Buildings - Level 2

### What is covered

**We** will insure **your unoccupied buildings** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake
2. Aircraft and other flying devices or items dropped from them.
3. Storm or flood.
4. Escape of water from fixed water tanks, apparatus or pipes.

### What is not covered:

Any cause already excluded within the General Exclusions.

Other than the cover provided under insured peril 5. 'escape of oil', **we** will not pay for any loss or damage caused by pollution or contamination.

**We** will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.
3.
  - a. the **excess** shown in the **schedule**.
  - b. for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section one.
  - c. for loss or damage to fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, gates, paths and fences.
  - d. for loss or damage to the **building** caused by frost.
  - e. for loss or damage caused by rising groundwater or a change in the water table level.
4.
  - a. the **excess** shown in the **schedule**.
  - b. for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section one, below.
  - c. for loss or damage to fixed fuel-oil tanks.
  - d. for loss or damage unless the water is turned off at the mains (other than where required to maintain automatic sprinkler installations).
  - e. for loss or damage to the property caused by wet or dry rot.

5. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation.
6. Theft or attempted theft.
7. Collision by any vehicle or animal.
8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism.
9. **Subsidence** or **heave** of the site upon which the **unoccupied buildings** stand or **landslip**.

5. the **excess** shown in the **schedule**.
6.
  - a. the **excess** shown in the **schedule**.
  - b. for loss or damage unless entry is by deception or entry to or exit from the **building** is by forceable and violent means which is evidenced by visible signs of damage to such **building**.
  - c. for loss or damage caused by any person lawfully on the **premises**.
7. the **excess** shown in the **schedule**.
8.
  - a. the **excess** shown in the **schedule**.
  - b. for loss or damage caused by any person lawfully on the **premises**.
  - c. for loss or damage unless entry is by deception or entry to or exit from the **building** is by forceable and violent means which is evidenced by visible signs of damage to such **building**.
9.
  - a. the **excess** shown in the **schedule**.
  - b. for loss or damage to fixed fuel-oil tanks, drives, walls, gates and fences unless the **premises** is also affected at the same time by the same event.
  - c. for loss or damage to solid floors unless the walls of the property are damaged at the same time by the same event.
  - d. for loss or damage arising from faulty design, specification, workmanship or materials.
  - e. for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
  - f. for loss or damage caused by coastal or riverbank erosion.

10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.

11. Falling trees, telegraph poles or lamp- posts.

g. for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

for loss or damage caused by new structures bedding down, settling, expanding or shrinking.

10. the **excess** shown in the **schedule**.

11.

a. the **excess** shown in the **schedule**.

b. for loss or damage caused by trees being cut down or cut back within the **premises**.

c. for loss or damage to gates and fences.

## Additional Cover

### The following cover is applicable to Level 1 & Level 2 cover

This section of the insurance also covers:

1. Anyone buying the insured **unoccupied building** who will have the benefit of the cover provided under section one until the sale is completed or the insurance ends, whichever is sooner.
2. **We** will pay the cost of restoring landscaped areas following damage caused by the fire brigade or other emergency services attending the **premises** following damage to the property insured.

**We** will not pay:

Any cause already excluded within the General Exclusions.

1.

a. the **excess** shown in the **schedule**.

b. Loss or damage if the **buildings** are insured under any other insurance.

2.

a. the **excess** shown in the **schedule**.

b. more than GBP5,000 in any **period of insurance**.

c. the costs arising from the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

## How much we will pay

The following applies to Level 1 and Level 2 cover.

**We** will pay the lesser of:

- b. the cost of repairing; or
- c. reinstating

the damaged **building** provided the work is carried out.

If the **building** is not in a good state of repair prior to the loss **we** may deduct an amount from **your** claim. This amount will reflect the difference in the value of the **building** in a good state of repair and the value of the **building** in the condition it was in prior to the loss. Examples of when a **building** is not in a good state of repair are incomplete building works, rot, damp, mould, infestation, faulty wiring, inadequate plumbing and roof/chimney damage.

**We** will also pay

- the reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or reinstatement of the **building**. The most **we** will pay for such costs is 15% of the **buildings sum insured**.
- the cost incurred to clear the site and make safe subject to **our** prior agreement unless immediate work is required to prevent further damage. If at the time of loss or damage it is **your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of debris removal solely incurred as a result of such loss or damage.
- the costs incurred to comply with government or local authority requirements provided that:
  - a. the **buildings** were originally constructed according to any government and local authority regulations in force at the time, and;
  - b. **you** had not received notice of the requirements before the damage happened.

**We** will not pay the cost of reinstating 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.

If **we** find that the value of the **building** declared to **us** does not represent the full value **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the **sum insured** for **buildings** by the actual cost of rebuilding **your buildings** and multiply this figure by the amount of the agreed claim.

The most **we** will pay is the **sum insured**.

## Section Two Contents

This section covers **you** for physical loss or physical damage which happens during the **policy period** to **contents** within an **unoccupied building**.

The **schedule** will show if this section or which parts of this section are insured by this **policy**.

The general terms and conditions and the following terms and conditions apply to this section of the **policy**.

If **you** need to make a claim please contact **our** claims representative using the contact details stated in the **schedule** and follow the instructions under general claims conditions above.

## Definitions

The following definitions are in addition to the general definitions shown in the General terms and conditions section.

### Contents

Fixtures and fittings (not forming a permanent part of the buildings structure), furniture, furnishings, utensils and appliances within the **building**, which **you** own or which **you** are legally liable for.

## Section Two Contents - Level 1

### What is covered

**We** will insure the **contents** within an **unoccupied building** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.

### What is not covered:

Any cause already excluded within the General Exclusions.

**We** will not pay for any loss or damage caused by or resulting from pollution or contamination.

**We** will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.

## Section Two Contents - Level 2

### What is covered

**We** will insure the **contents** within an **unoccupied building** against physical loss or physical damage happening during the **period of insurance** directly caused by the following insured perils:

1. Fire and resultant smoke damage, lightning, explosion or earthquake.
2. Aircraft and other flying devices or items dropped from them.
3. Storm or flood.
4. Escape of water from fixed water tanks, apparatus or pipes.
5. Escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation.

### What is not covered:

Any cause already excluded within the General Exclusions.

Other than the cover provided under insured peril 5. 'escape of oil', **we** will not pay for any loss or damage caused by pollution or contamination.

**We** will not pay:

1. the **excess** shown in the **schedule**.
2. the **excess** shown in the **schedule**.
3.
  - a. the **excess** shown in the **schedule**.
  - b. **contents** in the open.
  - c. for loss or damage to the **contents** caused by frost.
  - d. for loss or damage caused by rising groundwater or a change in the water table level.
4.
  - a. the **excess** shown in the **schedule**.
  - b. for loss or damage unless the water is turned off at the mains (other than where required to maintain automatic sprinkler installations).
  - c. for loss or damage to **contents** caused by wet or dry rot.
5. the **excess** shown in the **schedule**.

6. Theft or attempted theft.

7. Collision by any vehicle or animal.

8. Riot, violent disorder, strike, labour disturbance, civil commotion, malicious act or vandalism.

9. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

10. Falling trees, telegraph poles or lamp- posts.

6.

a. the **excess** shown in the **schedule**.

b. for loss or damage unless entry is by deception or entry to or exit from the **building** is by forceable and violent means which is evidenced by visible signs of damage to such **building**.

c. for loss or damage caused by any person lawfully on the **premises**.

d. for loss or damage to money, certificates, documents or valuables.

7. the **excess** shown in the **schedule**.

8.

a. the **excess** shown in the **schedule**.

b. for loss or damage unless involving violent and forcible entry to or exit from the **building**, or by deception.

9.

a. the **excess** shown in the **schedule**.

b. for loss or damage following damage to solid floors unless the walls of the **building** are damaged at the same time by the same event.

c. for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.

d. for loss or damage caused by any new structures bedding down, settling, expanding or shrinking.

e. for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

f. for loss or damage by coastal or riverbank erosion.

10.

a. the **excess** shown in the **schedule**.

b. for loss or damage caused by trees being cut down or cut back within the **premises**.

## How much we will pay

The following applies to Level1 and Level 2 cover:

**We** will decide whether to repair or replace or make a cash settlement for the lost or damaged item.

**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.

If **we** find that the value of the **contents** declared to **us** does not represent the full value **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the **sum insured** for **contents** by the actual cost of replacing the **contents** and multiply this figure by the amount of the agreed claim.

The most **we** will pay is the **sum insured**.

## Section Three – Property Owner’s Liability

This section covers **your** legal liability as owner of the **unoccupied building** insured under this **policy**.

The **schedule** will show if this section or which parts of this section are insured by this **policy**.

The general terms and conditions and the following terms and conditions apply to this section of the **policy**.

If **you** need to make a claim please contact **our** claims representative using the contact details stated in the **schedule** and follow the instructions under general claims conditions above.

### Definitions

The following definitions are in addition to the general definitions shown in the General terms and conditions section.

**Bodily injury** Physical injury, death, mental injury, mental illness, mental anguish, nervous shock, sickness or disease of any person.

**Property damage** Physical loss of or physical damage to or destruction of tangible property.

#### What is covered

**We** will cover any claim made against **you** for compensation arising from:

1. **bodily injury**
2. **property damage**

caused by an accident happening at the **unoccupied premises** during the **period of insurance**.

#### What is not covered:

Any cause already excluded within the General Exclusions.

**We** will not compensate **you** for any claim:

- a. arising from **your** ownership, possession or use of:
  - any motorised or horse drawn vehicle;
  - any power-operated lift;
  - any aircraft or watercraft other than manually operated rowing boats, punts or canoes;
  - any animal.
- b. due to **bodily injury** to any employee arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

- c. in respect of any kind of pollution and/or contamination unless:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
  - reported to **us** not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- d. arising from **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- e. if **you** are entitled to compensation under any other insurance, until such insurance(s) is exhausted.
- g. for any loss, damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

**We** will not make any payment for any claim brought outside of the United Kingdom, the Channel Islands or the Isle of Man.

## How much we will pay

Unless otherwise stated in the **schedule** the most **we** will pay in total for all claims during the **period of insurance** is £2,000,000 plus the costs and expenses incurred by **you** with **our** written consent.