



**SOCIAL HOUSING BUILDINGS,  
CONTENTS AND PROPERTY OWNERS  
LIABILITY POLICY WORDING**



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## How To Use Your Policy

**Your** Insurance Contract is underwritten by U K Insurance Limited trading as NIG and/or such authorised insurer as U K Insurance Limited may contract to underwrite any part of this policy.

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

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

**Your** policy contains details of the extent of cover available to **you**, what is excluded from cover and the conditions on which the policy is issued

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

**We** will provide Insurance as stated in each operative section of the Policy during the **Period of Insurance**.

### Fair Presentation of the Risk

- a **You** have a duty to make to **Us** a fair presentation of the risk before:
  - i the inception of this Policy;
  - ii an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii the renewal of this Policy; and
- b In the event of a breach of such duty, if the breach is
  - i deliberate or reckless, **We** may:
    - a in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 3) by notice to **You** in writing at **Your** last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b in relation to the inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii neither deliberate nor reckless and **We** would not have
    - a in relation to an alteration made to this Policy, agreed to the alteration on any terms, **We** may treat this Policy as if the alteration was never made, but in that event **We**:
      - i will return any extra premium paid; or



- ii may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. **We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
- b entered into this Policy on any terms, **We** may avoid this Policy and refuse all claims but will return any premiums paid; or
- iii neither deliberate nor reckless and **We**:
  - a would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if **We** so require; and
  - b in respect of an alteration made to this Policy:
    - i would have agreed to the alteration, but would have charged an increased premium by more than **We** did or (in the case of an unchanged premium) would have increased the premium, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration **We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that **We** would charged;
    - ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and **We** would have increased the premium, would not have reduced the premium, or would have reduced it by less than ~~it~~ **We** did, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
  
**We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if **We** would not have changed it, and otherwise the increased or (as the case may be) reduced total premium **We** would have charged.
- c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.  
**We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.



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

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

## Keeping Us Informed

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

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

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

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

Please examine **your schedule** and any **endorsements** to ensure it meets **your** requirements.

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

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should **we** be unable to meet **our** liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, Insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme [www.fscs.org.uk](http://www.fscs.org.uk)



## Policy Definitions

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

### Accidental Damage

Sudden and unexpected damage caused by external and visible means, other than a deliberate act by **you** or **your** directors or **employee**.

### Block of Flats

Any block or **building** converted into more than one self contained unit.

### Bodily Injury

Personal Injury or death from external violent and visible means, sickness or disease.

### Buildings/ building

The structure of the house, bungalow, flat, apartment, **block of flats** or **commercial property** owned by **you** or for which **you** are legally responsible which has been declared to **us** and which **we** have accepted under this insurance including:

1. **landlords** fixtures and fittings.
2. **landlords** fixed floor coverings (including fitted carpets in communal parts).
3. garages, greenhouse, sheds and outbuildings.
4. statues and fountains cemented into the ground.
5. patios, paved and decked areas, footpaths, roads, car parks, lampposts, drives, swimming pools but not their covers, hard tennis courts, fixed playground equipment and play areas, walls, fences and gates, drains, pipes, cables and underground tanks servicing the building.
6. closed circuit security TV systems, security equipment, canopies, fixed signs and external lighting, aerials, satellite dishes and solar panels.

### Business

The **business** as detailed in **your Schedule**.

### Commercial Property

Offices, shops, community centres, care homes, hostels and other **buildings** used in connection with any commerce or **your business**.

### Employee

Anyone working for **you** in connection with the **business**, specifically:

1. person under a contract of service or apprenticeship with **you**.
2. a labour master and people supplied by him or her.
3. person employed by labour-only sub-contractors.
4. self-employed person.



5. person hired from any public authority, company, firm or individual.
6. or voluntary committee member, trustee or other voluntary worker.

#### **Endorsement**

A change to the terms of this insurance contract as showing in ***your schedule***.

#### **Excess**

The first part of any claim that ***you*** must pay following loss or damage to ***buildings*** and/or ***landlords' contents*** and/or anything covered under Property Owners Liability.

Notwithstanding the above the ***excess*** will apply to each individual ***building*** which is owned or part owned or occupied by any shared owner lessee or their tenant.

#### **Flood**

the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes), tidal wave, tsunami or any other inundation from the sea, whether or not driven by wind.

#### ***Geographical limits***

Great Britain, Isle of Man, Channel Isles, Northern Ireland.

#### ***Housing Unit***

Wherever the term ***Housing Unit*** is shown in your insurance documents it will mean any individual House, Bungalow, Flat, Maisonette or Self Contained Hostel accommodation owned or leased by ***you*** or for which ***you*** are legally responsible which has been declared to ***us*** and which ***we*** have accepted under ***your*** insurance.

#### **Immediate Family**

A ***residents*** respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with the ***resident***.

#### **Landlord**

***You*** and any party for whom ***you*** have accepted responsibility for under contract but excluding any leaseholders or shared owners.

#### ***Landlords' contents***

Furniture, furnishings, carpets (but not carpets in communal areas) and other related property which ***you*** own or are legally responsible for whilst within the furnished accommodation part of the ***buildings***. ***Landlords' contents*** does not include:

- a) Any living creature.
- b) ***Landlords*** fixtures and fittings.
- c) Food and Drink.
- d) Articles of gold, silver, other precious metals, jewellery, gemstones, pearls and watches.



- e) Clothing (including furs), personal effects, **money**, stamp, coin and other collections, certificates, cheques, securities of documents.
- f) **Motorised Vehicles**.
- g) Swimming pool covers.
- h) External television and satellite receiving equipment.

### **Loss of Rent**

**Rent** you would have received but have lost (including up to two years ground **rent**) or Anticipated **rent** in respect of **buildings** damaged in the course of construction by any cause which would have been insured following completion and handover to **you**.

### **Money**

Current bank notes and coins (which do not form part of a collection), cheques, and unused current postage stamps and postal and **money** orders.

### **Motorised Vehicle**

Any electrically or mechanically powered vehicle, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, including any part or accessories other than domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery or pedestrian operated models or toys used within the boundaries of the land belonging to the **buildings**.

### **Ornamental or Landscaped Gardens**

Any garden that is professionally designed, landscaped and tended within the boundaries of the land belonging to the **buildings**.

### **Our, Us, We**

U K Insurance Limited trading as NIG and/or such other authorised insurer as U K Insurance Limited may contract to underwrite any part of this policy.

### **Period of Insurance**

The period shown in the **schedule** and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** Premium.

### **Pollution or Contamination**

**Pollution or contamination** of **buildings** or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such **pollution or contamination**.

### **Reinstatement cost**

The cost of reinstating **buildings** to the same style and appearance as new including fees and other associated costs and the cost of meeting Local Authority and/or other regulatory requirements.

### **Rent**





Unitary charges, grants, service charges, management charges and any other income reasonably expected.

**Resident**

The lessee, tenant or part owner of any *building* including their *immediate family*.

**Residents' Contents**

The personal property of *residents*, nurses or other *employees* within the area designated as their private living accommodation where contents insurance is provided for within the tenancy agreement between the *landlord* and the tenant, as stated on the *schedule*.

**Schedule**

The document detailing *your* insurance including the *period of insurance* and any *endorsements* applicable.

**Storm**

Rainstorm, windstorm, hailstorm, hurricane, tempest, typhoon, tornado or cyclone, including damage caused by water that backs up from a sewer or drain as a direct result (excluding *flood*).

**Uninhabitable**

If a *building* is deemed to be unstable as defined under the Housing Act 1985 or if it is unfit for human habitation due to inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities or effective drainage/sewage systems.

**Unoccupied.**

Vacant, empty, untenanted or not in use.

**You, Your**

The organisation(s) and person(s) stated on the *schedule*.



## Section 1 - Buildings

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

**We** will indemnify **you**, less the **excess** detailed in *your schedule*, in the event of loss or damage to the **buildings** caused by the events listed below.

1. Fire, smoke, lightning, explosion, earthquake.
2. **Storm or Flood. Excluding:**
  - a) Loss or damage caused by frost.
  - b) a 10% deduction from each claim for each year of age in respect of loss or damage to fences or gates.
  - c) Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the **building** is damaged by the same cause at the same time.
  - d) Loss or damage attributable solely to change in the water table.
3. Freezing water in fixed water or fixed heating systems, water escaping from washing machines, dishwashers, fixed water or fixed heating systems or Oil escaping from a fixed heating system. **Excluding:**
  - a) Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing.
  - b) Loss or damage to swimming pools.
  - c) Subsidence, landslip or heave caused by escaping water.
4. Riot, civil commotion, strike, labour or political disturbance. **Excluding:**
  - a) Any claim reported to **us** more than 7 days after the date of the incident.
5. Malicious Damage. **Excluding:**
  - a) Loss or damage caused by **you**, any of **your** directors or **employees**.
  - b) The first 50% of each and every loss or the **excess** shown in the **schedule**, whichever is the greater for the cost of removing graffiti. This does not apply to graffiti within the **building**.
6. Theft or attempted theft. **Excluding:**
  - a) Loss or damage caused by **you**, any of **your** directors or **employees**.
7. Subsidence, heave or landslip of the site on which **your buildings** stand. **Excluding:**



- a) The subsidence, heave or landslip **excess** shown in the **schedule**.
- b) Loss or damage:
  - I. to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit television systems, security equipment, fixed signs and external lighting unless the main structure of the **buildings** is damaged by the same cause and at the same time.
  - II. to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the **buildings** is damaged by the same cause and at the same time.
  - III. to new structures bedding down, expanding or shrinking or the settling of newly made-up ground.
  - IV. caused by coastal or river erosion.
  - V. caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
  - VI. caused by or as a result of the **buildings** being under construction demolished, altered or repaired.
  - VII. which commenced or occurred before the inception of this insurance.
8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.
9. Falling aerials or satellite receiving equipment, their fittings or masts.
10. Impact by flying objects, vehicles, trains animals or aircraft or anything dropped from them.
11. **Accidental Damage** to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the **buildings** which you, or any of the **residents** are legally responsible for. **Excluding:**
  - a) Loss or damage caused by or from movement, settlement or shrinkage of any part of the **buildings** or the land belonging to the **buildings**.
12. Accidental breakage of glass in doors or windows, ceramic hobs if fitted, sanitary ware, solar heating panels fixed to and forming part of the **building** or within the boundary of the **building**.
13. **Accidental Damage. Excluding:**
  - a) Loss or damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking.



- b) Loss or damage caused by any process of cleaning, repairing, renovating or maintaining the **buildings**.
- c) Loss or damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lampposts and drives.
- d) Anything stated under specifically excluded under events 1-12.

## Section 1 - Buildings - Extensions

The insurance by Section 1 - **buildings** is extended to include the following occurring or commencing during the **period of insurance**:

- 14. The costs incurred in breaking into and repairing the pipe between the **building** and the main sewer to clear any blockage if normal methods have failed to release the blockage. **Excluding:**
  - a) The cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.
- 15. Damage to the property caused by forced entry of Emergency Services **Excluding:**
  - a) Loss or damage as a result of actual or suspected criminal activities by the **resident**.
- 16. If **you** or any of the **residents** have agreed to sell any **building** and, between the date contracts are exchanged and the date the sale is completed, it is damaged by events 1 to 12 of this section, **we** will provide cover for the person buying the **building** when the sale has been completed, so long as this is within the **period of insurance**. **Excluding:**
  - a) This cover does not apply if insurance on the **buildings** has been arranged by or for the buyer.
- 17. **Loss of Rent and cost of Alternative Accommodation:**

**We** will pay **Loss of Rent** and reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by **you** or the **resident** of the **buildings** during the period necessary to restore the **buildings** to a habitable condition if the **buildings** are rendered **uninhabitable** due to:

  - 1. damage by any of the events 1 to 13 of this section.
  - 2. damage caused to property nearby by any of the events 1 to 13 of this section following instructions from the emergency services.
  - 3. denial of access to the **building** caused by the **building** being closed down or sealed off in accordance with instructions issued by the police or any other statutory body except where



the cause of such closure or sealing off is due to the condition of the **building**, the insured or any lessee's non-compliance with a prior order of the police or any other statutory body or actions taken as a result of drought or diseases or other hazards to health

Or if any:

1. generating station or sub-station of a public electricity supply provider.
2. land based premises of the public gas supply or any national gas producer linked directly to the building.
3. waterworks and pumping stations of a public water supply provider.
4. land based premises of any public telecommunications provider.

from which the **buildings** obtain electricity, gas, water or telecommunication services are damaged by any of the events 1-14 of this section which renders the **buildings uninhabitable**.

#### Excluding

- a) Any amount greater than 25% of the **reinstatement cost** of the **building** at the time the loss or damage occurs.
  - b) Any costs caused by any electricity, gas, water or telecommunications company cutting off or restricting **your** supply other than as a direct result of loss or damage by any of the events 1-13 of this section.
  - c) Any costs due to the failure of **your** electricity, gas, water or telecommunications supply caused by a withdrawal of labour at the electricity, gas, water or telecommunications company.
  - d) Any amount greater than £1,000 in respect of alternative accommodation for domestic pets.
18. The cost of metered water or oil from any domestic heating installation for which **you** are legally responsible lost in the **buildings** following **accidental damage**. **Excluding:**
- a) Any amount greater than £25,000 for any one loss.
19. Contents of warden's offices including **money** in their care custody and control. **Excluding:**
- a) Any loss arising from fraud or dishonesty by **you**, **your** directors, **employees** or any **resident**.
  - b) Any shortage due to mistakes or neglect.
  - c) Any loss in value of **money**.



- d) Any amount greater than be £5,000 for contents and £250 for **money** and subject to a maximum single item limit of £1,000 for any one loss.

**No excess will apply for any loss or damage caused by this event.**

- 20. Theft of **money** in coin operated washing machines, tumble dryers and telephone kiosks. **Excluding:**

- a) Any amount greater than £250 for each machine.

**No excess will apply for any loss or damage caused by this event.**

- 21. **We** will pay the costs and expenses **you** pay with **our** written permission to find the source of any damage caused to the **building** by escape of water from fixed water or heating system and then make good. **Excluding:**

- a) Where none of the events in 1 to 12 of this section have operated, the most **we** will pay is £10,000 for any one loss less the **excess** applicable to Sections 1 to 12 of this policy.

- 22. Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the **buildings** or within the boundary of the **building**.

- 23. Loss or damage to **ornamental or landscaped gardens** caused by events 1, 5, 6, 7 and/or by the Emergency Services. **Excluding:**

- a) Any amount greater than £10,000 for any one loss.

**No excess will apply for any loss or damage caused by this event.**

- 24. If **you** or the **residents** lose the keys to the doors of the **buildings** or to safes or alarms in the **buildings** or they are stolen, or there is **accidental damage** to the locks of the doors, safes or alarms, **we** will either pay the cost of changing locks and keys or repairing locks if **we** choose. **Excluding:**

- a) Any amount greater than £5,000 for any one loss.
- b) Loss or damage caused by any process of repair or restoration.

**No excess will apply for any loss or damage caused by this event**

- 25. **We** will pay the cost of removing debris, dismantling and/or demolishing, shoring up or propping, where damage has been caused to **buildings** by, and is covered by any of the events in paragraphs 1 to 13 of this section. **Excluding:**

- a) Any costs or expenses incurred in removing debris except from the site of **buildings** destroyed or damaged and the area immediately adjacent to the site.

- b) Contents of the **buildings**.



26. **We** will pay additional costs to reinstate the property to comply with European Union and public authority legislation (where necessary). **Excluding:**

a) Any costs or expenses incurred if the damage was not caused by any event in paragraphs 1-12.

27. **We** will pay for any Loss or Damage caused by squatters.

Only one **excess** will apply per insured **building** subject to proof that damage occurred within the **period of insurance**.



## Settling Claims Section 1 - Buildings

### How We Settle Claims

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

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

### If Repairs Or Replacement Are Not Carried Out

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

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

### Building Regulations, Local Authority or Legal Conditions

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

### Excess

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

### Reinstatement of Sum Insured

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





## Section 2 - Landlords' Contents

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

**We will indemnify you, less the *excess* detailed in *your schedule*, in the event of loss or damage to the *landlords' contents* caused by the events listed below.**

1. Fire, smoke, lightning, explosion or earthquake.
2. **Storm or flood. Excluding:**
  - a) Loss or damage caused by frost.
3. Freezing water in fixed water or fixed heating systems, Water escaping from washing machines, dishwashers, fixed water or fixed heating systems or oil escaping from a fixed heating system. **Excluding:**
  - a) Loss or damage to the appliance or system itself from which the water escapes except where the damage is caused by freezing.
4. Riot, civil commotion, strike, labour or political disturbance. **Excluding:**
  - a) Any claim reported to **us** more than 7 days after the date of the incident.
5. Malicious Damage. **Excluding:**
  - a) Loss or damage caused by **you**, any of **your** directors or **employee**.
  - b) Any amount greater than £1,000 for loss or damage from any garage or outbuilding
6. Theft or attempted theft. **Excluding:**
  - a) Loss or damage caused by **you**, any of **your** directors or **employees**.
7. Subsidence, heave or landslip of the site on which **your buildings** stand. **Excluding:**
  - a) The subsidence, heave or landslip **excess** shown in the **schedule**.
  - b) Loss or damage:
    - I. caused by coastal or river erosion.
    - II. caused by normal settlement, bedding down of new structures, expanding or shrinking or the settling of newly made-up ground.
    - III. caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the **buildings**.
    - IV. caused by or as a result of the **buildings** being under construction demolished, altered or repaired.



- V. which commenced or occurred before the inception of this insurance.
- VI. caused by or as a result of faulty workmanship, the use of defective materials or defective design.
- 8. Falling trees or branches including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.
- 9. Falling television or radio aerials, aerial fittings or masts. **Excluding:**
  - a) Loss or damage to the aerial, fittings and masts.
- 10. Impact involving aircraft or aerial devices or anything dropped from them, vehicles and animals.
- 11. **Accidental Damage. Excluding:**
  - a) Damage by any process of cleaning, repairing, dyeing, renovating or maintaining the item.
  - b) Anything stated under 'What is not covered of events in paragraphs 1-10.



## Section 2 - Landlords Contents - Extensions

The insurance by Section 2 - **Landlords Contents** is extended to include the following occurring or commencing during the **period of insurance**:

12. Loss or damage caused by events 1 to 10 to clothing, personal effects, pedal cycles, tools and instruments owned by or the legal responsibility of **your** directors, **employee** or **business** visitors whilst within the **buildings** or within the boundary of the **buildings**.  
**Excluding:**

- a) Any amount greater than £500 for any one loss.
- b) Property more specifically covered by other insurance.

**No excess will apply for any loss or damage caused by this event**

13. Loss of frozen food following events 1-10 and following mechanical breakdown of the refrigeration equipment. **Excluding:**

- a) Any amount greater than £500 for any one loss.
- b) Loss as a result of power failure or deliberate cut in power supply.

**No excess will apply for any loss or damage caused by this event**

14. **We** will pay for any Loss or Damage caused by squatters.

Only one **excess** will apply per insured **building** subject to proof that damage occurred within the **period of insurance**.

15. **Residents Contents** whilst within their private room caused by events 1 to 10.  
**Excluding:**

- a) **Money**, stamp, coin and other collections, certificates, cheques, securities, premium bonds, National Savings certificates and stamps, documents, tokens and vouchers.
- b) Pedal cycles.
- c) Credit, cheque, debit and charge cards.
- d) Any property which is covered by other insurance.



## Settling Claims Section 2 - Landlords' Contents

### How We Settle Claims

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item (in the same form and style) if **we** choose, or **we** will pay the replacement cost of a new item, except for Household linen and clothing where a deduction for wear and tear will be made.

### The Most We Will Pay

The most **we** will pay for any one claim for *landlords' contents* is the *landlords' contents* sum insured shown on the *schedule* and/or the sum insured for *residents' contents*.

### Excess

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

### Reinstatement of Sum Insured

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



## Exclusions Applying To Buildings & Landlords' Contents Sections

The following exclusions apply to Section 1 - *Buildings* and Section 2 - *Landlords' Contents*

Please also see the General Exclusions on Page 20 and General Conditions on Page 22

1. Loss or damage caused by anything that happens gradually.
2. Loss or damage caused by corrosion, rust, wet or dry rot, shrinking, evaporation, dampness and wear and tear.
3. The cost of correcting faulty workmanship or design or the cost of replacing faulty materials.
4. Loss or damage caused by chemicals reacting with any materials which the *buildings* are built from.
5. Loss or damage caused by pets, insects, or vermin.
6. The cost of maintenance normal redecoration and preparation for occupancy.
7. The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other item can still be used and the loss or damage only affects one part of the set.
8. Loss or damage which happens before this cover starts or which arises from an event before cover starts.
9. Loss or damage caused deliberately by *you*.
10. Loss or damage to *unoccupied buildings* with a rebuilding cost exceeding £1,000,000 unless otherwise shown in *your schedule*.



## Section 3 - Property Owners Liability Section

This section only applies when shown in *Your Schedule*.

Persons Entitled to Indemnity under Section 3 - Property Owners Liability shall mean:

- a) *you*.
  - b) *your* personal representatives in respect of legal liability incurred by *you*.
  - c) at *your* request .
- Any principal
  - A director or partner

each of whom shall be subject to the terms of the insurance so far as they can apply.

**We** will also provide cover in respect of costs of legal representation at any coroner's inquest in inquiry in respect of any death and proceedings in any court arising out of any alleged breach of statutory duty resulting in injury, loss or damage which may be the subject to cover under Section 3 - Property Owners Liability. In addition all other costs and expenses in relation to any matter which may form the subject of a claim incurred with **our** written consent and defence costs and other expenses **you** incur following **our** written permission will also be covered.

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

**We** will indemnify **you**, against the following.

**1. Your** legal responsibility to pay damages and/or costs to others awarded by any court of law within the *geographical limits* occurring at the *buildings* which are the result of accidental **bodily injury** to anyone or **accidental damage** to material property caused during the *period of insurance*.

- a) arising out of a defect in the *buildings*;
- b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any **building** formerly owned or leased by or the responsibility of **you** provided that at the time of the incident giving rise to the liability **you** had disposed of all legal title to an interest in the **building**.

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



## Exclusions applying to Property Owners Liability Section

The following exclusions apply to Section 3 - Property Owners Liability

Please also see the General Exclusions on Page 20 and General Conditions on Page 22

Liability arising directly or indirectly from:

1. Loss or damage to property belonging to or held in trust by **you** or **your employee**.
2. loss, injury or damage arising out of any activity other than those associated with the **business**.
3. loss, injury or damage arising out of owning, possessing or using **motorised vehicles**.
4. injury to **you** or any of **your employees** arising out of and in the course of **your business**.
5. demolition, erection or structural alteration of or addition to new or existing **buildings** or structures.
6. an assault, alleged assault or a deliberate or criminal act by **you** or **your employee**.
7. the transmission of any communicable disease or virus by **you**.
8. Any legal responsibility of any **resident** as occupier (not as owner) of the **building** in which they are residing.
9. The cost of correcting any fault or alleged fault.
10. Any liability solely as occupier of the **buildings**.
11. Any legal responsibility **you** have under any agreement that **you** would not have if the agreement did not exist.
12. Any liability arising from owning vacant land awaiting development or sale.
13. Any liability under paragraph 1b in respect of which **you** are entitled to indemnity from any other source.



## General Exclusions

The Following Exclusions Apply to All Sections of *Your* Policy

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

### 1. Radioactive Contamination

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

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

### 2. Sonic Bangs

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

### 3. Pollution or Contamination

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

- a) ***Pollution or Contamination*** resulting from events 1,2,3,4,5 and 10 of section 1.
- b) Any of the events detailed in (a) which result from ***pollution or contamination***.
- c) A hazardous substance causing damage to insured property.

### 4. Cyber

Virus or Similar Mechanism or Hacking but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) ***storm, flood*** Escape of Water or oil from any tank apparatus or pipe Impact by any vehicle or animal.

For the purpose of this Exclusion Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether ***your*** Property or not.

### 5. Loss of Value

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

### 6. Indirect Loss

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





## 7. War, Government Action and Terrorism

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from.

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

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

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

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

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



## General Conditions

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

Cover under this insurance is conditional on **your** observance of the terms and conditions of the insurance and any **endorsements** attached.

### 1. Taking care

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

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

### 2. Changes in **your** circumstances

When **you** arranged **your** insurance **you** told **us** certain material facts. If **you** do not tell **us** about any changes in these facts, **you** may not be covered in the event of a claim or **your** cover or premium may be affected.

**You** must immediately tell **us** of:

- a) any **unoccupied buildings** with a reinstatement value exceeding £1,000,000.
- b) any **buildings** with a reinstatement value exceeding £1,000,000.

### 3. Cancelling the Policy

**Your** Policy may be cancelled by **you** within 14 days of receipt of **your** Policy (This is known as the “cooling off” period). If **you** elect to cancel within this period **you** should return all documents to **us** and **we** will pay a refund of premium for the full amount paid to **you**. If a claim has been made or an incident advised that could give rise to a claim during the “cooling off” period **your** Policy will be treated by **us** as in force and no refund of premium will be made.

If **you** elect to cancel **your** Policy after the “cooling off” period has expired but still during any **period of insurance you** must give 14 days’ notice in writing to **us**. **You** will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the **period of insurance** when no refund of premium for the **period of insurance** will be made.

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

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

### 4. Change in Risk

This insurance shall not be invalidated by any change in circumstance or increase in risk to the **buildings** provided **you** give **us** immediate notice. Any additional premium that may be required from the date of the change in circumstance or increase in risk must be paid by **you**.

### 5. Designation of Property

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



## 6. Non Invalidation

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

## 7. Transferring **your** interest in the Policy

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

## 8. Adjustments

The premium for this insurance has been based on the **reinstatement cost** or number of **buildings** and/or **landlords' contents** declared by **you** at the inception of this insurance or at a subsequent renewal. The premium may be adjusted up or down if the figures declared by **you** at the next renewal vary by 5% or more apart from index linking.

## 9. Multiple Insureds

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



## 10. Multiple Section Claims

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

## 11. Inflation Protection - Index Linking

**We** will change the **buildings** sum insured each month using figures available from the Royal Institution of Chartered Surveyors or another similar index.

Index linking will continue while the **buildings** are repaired or replaced as long as **you** make sure any work is carried out as quickly as possible.

**We** will change the sums insured for **landlords' contents** and **residents' contents** shown on the **schedule** each month, using the Retail Price Index or another similar index.

## 12. Capital Additions

It is agreed that the insurance shall subject to its terms and conditions extend to cover Up to £2,500,000 for:

1. Any single **building** situated anywhere in the **geographical limit**.
2. Any newly erected and/or newly acquired **building** and/or machinery.
3. Alterations additions and improvements to **buildings** and/or machinery but not in respect of any appreciation in value.

Any **Buildings** valued above £1,000,000 must be declared to **us** in writing as soon as practicable, and no later than 90 days after completion of purchase retrospective to the date of commencement of **your** liability.

## 13. Workman

Workmen are allowed to work in the **buildings** for the purpose of effecting and repair, minor additions and alterations and decorations without prejudice to this insurance.

## 14. Notice of Interests

The interest of the freeholder, head lessee (if they are not the Insured), the owner or lessee of each property, shared owners, leaseholders, mortgagees or other interested parties in each individual **building** covered by this insurance is noted the extent of such interest to be disclosed in the event of loss.

## 15. Contractors Interest

Where **you** are required to effect insurance on the **buildings** in the joint names of **you** and the contractor under the terms of a condition in the contract between **you** and the Contractor, then the interest of the contractor in the **buildings** as a joint insured is hereby noted provided **you** shall immediately advise **us** of details of any contract where works to individual **housing units** will exceed £25,000 or where works to any individual **building** exceeds £150,000 and pay any additional premium **we** may require.



## Claims Conditions

These conditions apply to all sections of the policy. Cover under this insurance is conditional on **your** observance of the terms and conditions of the insurance.

### 1. Fraudulent Claims

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

- a shall not be liable to pay the claim;
- b may recover from **You** any sums paid by **Us** to **You** in respect of the claim;  
and
- c may (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 3) by notice to **You** in writing at **Your** last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to **You** under this Policy in respect of any event that gives rise to **Our** liability occurring after the time of the fraudulent act; and:
  - ii retain any premiums paid under this Policy.

### 2. Arbitration

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

### 3. Other Insurance

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

### 4. Control of Claims

**We** shall be entitled:



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

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

#### 5. Option To Rebuild

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



## How to Make a Claim

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

1. immediately notify **us** and deliver to **us** at **your** own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within seven days of the event in the case of Damage caused by Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons. Or within 30 days of the event in the case of any other claim or such further time as **we** may allow.
2. give immediate notice to the Police in respect of:
  - a) Damage by theft or any attempt thereat.
  - b) loss of **money** by any cause whatsoever.
  - c) Damage by malicious persons.
3. make no admission of liability or offer promise or payment without **our** written consent.
4. inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send **us** the Company immediately every relevant document.
5. take all reasonable action to minimise or check any interruption of or interference with the **business**.
6. produce to **us** such books of account or other **business** books or documents or such other proofs as may reasonably be required by **us** for investigating or verifying the claim.



## Complaints Procedure

### How to complain

If **you** have an enquiry or complaint arising from **your** Policy, please contact Bruce Stevenson, who arranged the Policy for **you**. If Bruce Stevenson is unable to resolve **your** complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If **your** complaint has been referred to NIG and **you** wish to contact them direct, please write to the following address, quoting **your** policy number.

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

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

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