

Let Plan[®]

SPECIALISTS IN LET PROPERTY INSURANCE

INSURANCE, QUOTE AND RENEWALS ENQUIRIES:

0845 117 6060

BUILDINGS AND CONTENTS CLAIM LINE

0845 112 0492

ONLINE:

www.letplan.co.uk

LP013 02/10

Landlords Protection Policy Wording Economy Option



Let Plan is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Services Authority. Registered in England number 3135797. Registered office address: 4-9 Highview, High Street, Bordon, Hampshire. GU35 0AX



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A guide to your policy

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LET PLAN ECONOMY OPTION LANDLORD'S PROTECTION POLICY

Welcome to Let Plan, here is your new policy

Your policy schedule sets out which sections of cover you have purchased and your sums insured. The policy, your schedule and any endorsement pages should be read together as one document. Please examine them to make sure they give you the protection according to your present needs. If at any time you wish to add to your cover or revise the cover you currently have, then please let Let Plan know – your policy is designed for easy amendment or extension and an updated schedule or endorsement page will be issued each time there is an alteration to sums insured or cover. Your policy is index linked and revised sums insured applicable at renewal will be advised to you on your renewal notice. Please ensure that this gives you an adequate sum insured.

Let Plan promise of service

Your policy is administered by Let Plan on behalf of the Insurers listed below. Let Plan is a trading name of Barbon Insurance Group Limited. Let Plan aims to provide all their customers with a first class standard of service. Should you wish to contact them or if you are unhappy with the service you receive, or have any cause for dissatisfaction you should in the first instance contact us by writing to:

Let Plan Customer Service Department
Becor House
Green Lane
Lincoln
LN6 7DL

Alternatively, you can telephone Let Plan Customer Service Department on 0845 117 6060
Or send a fax on 0845 117 6067
Or send an e-mail to enquiries@letplan.co.uk
When contacting Let Plan please quote your policy number.

If things go wrong

Whilst both Let Plan and the Insurers will make every effort to maintain the highest standards, they recognise that there may be some occasions when they fail to satisfy the particular requirements of their customers. They therefore have in place procedures to investigate and remedy any area of concern. In such circumstances they promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in their original letter of response.
- To respond fully to your concern or complaint within a maximum of 28 days. If for any reason this is not possible, they will write to you promptly to explain why they have been unable to finalise the matter quickly. They will also let you know when they will contact you again. If you still feel they have been unable to resolve the matter to your satisfaction then please write to the Insurer direct, full details of which are provided below.

Groupama Insurances will respond to any complaint on behalf of both Insurers under the Buildings and Contents insurances.

If you are still unhappy following receipt of the Insurers final response, you may be eligible to refer the dispute to either:

The Financial Ombudsman Service, who will review your case on an independent basis. The address is:

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

14 Day Money Back Guarantee –Applicable to retail customers only

Should the cover provided by this policy not meet with your requirements we agree to refund any premium paid, in full, subject to your written notification to us within 14 days of receipt of the policy documentation provided that:

- a claim has not been made and
- no incidents have arisen that could result in a claim under the policy.

A Retail Customer is a Policyholder or a potential Policyholder acting outside their trade or business or profession.

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if Groupama Insurances are unable to meet their obligations. Full details are available from the FSCS (www.fscs.org.uk). Propgen are not covered by the FSCS.

If you take any of the action mentioned, it will not affect your right to take legal action.

Telephone calls may be recorded.

The Insurer(s)

- The Buildings and Contents sections of your policy are underwritten by the following insurers:

The Insurers	Proportion
Groupama Insurance Company Limited (Leading Office) Registered Number 995253 Registered in England Registered Office: 6th Floor, One America Square 17 Crosswall, London EC3N 2LB www.groupama.co.uk Member of the Association of British Insurers Authorised and regulated by the Financial Services Authority	50%
Proppen Insurance Limited Registered Number C37777 Registered in Malta Registered Office: Strand Towers, Floor 1, 36 The Strand Sliema, SLM 1022, Malta Authorised and regulated by the Malta Financial Services Authority	50%

How to make a claim

In the event that you need to make a claim simply telephone the Buildings claim line on 0845 112 0492. Lines are open Monday to Friday 9am - 5pm

Law applicable to this contract

The parties to a contract of insurance covering a risk in the United Kingdom are allowed to choose the law applicable to that contract. The law applicable to this contract will be that of the country where the policyholder is usually resident where this is within the United Kingdom, the Channel Islands or the Isle of Man. Otherwise English law will apply.



BUILDINGS INSURANCE

Definition of words

Insured Property

Buildings used wholly or partially as private dwellings including:

- outbuildings tennis courts and swimming pools used by residents for domestic and leisure purposes
- garden walls patios terraces hedges fences gates paths drives cesspits and septic tanks and communal receiving antennae
- interior decorations, landlord's fixtures and fittings including aerials
- any common parts to **Your Insured Property**
- garages, forecourts and car parks

for which **You** are responsible situated at the address(es) shown in **Your** policy Schedule

Period of Insurance

The period stated in **Your** Policy Schedule for which **We** agree to accept and **You** have paid or agreed to pay the premium for

You / Your

The person or persons actually named in the Policy Schedule or in the event of their death a legal personal representative

Insurers/Our/Us/We

The insurers described in the paragraph headed 'The Insurers' on page 3.

Sum Insured

The amount shown in **Your** current Policy Schedule or subsequent renewal invitation, subject to index linking.

Endorsement

A variation in the terms of the policy

Residence

That part of **Your Insured Property** whether in whole or in part, occupied as an individual private dwelling or flat

Commercial Unit

Any part of **Your Insured Property** occupied for business purposes

Unoccupied

- if **Your Insured Property, Residence** or **Commercial Unit** is not lived in by a Tenant or not lived in by **You** as **Your** main residence
- if a **Commercial Unit** is not used for business purposes

Tenant

An occupier of **Your Insured Property, Residence** or **Commercial Unit** by virtue of a tenancy agreement

Excess

The first amount as shown in the Policy Schedule of any claim resulting from the same incident of loss or damage to any **Insured Property**

Value

The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring

The Business

Owning the **Insured Property** described in the Policy Schedule

Bodily Injury

Bodily injury, death or disease

Let Plan Economy Option insurance policy

In consideration of the person or persons named as the Insured in the Policy Schedule (**You**) paying to the **Insurers** the First Premium mentioned in the Policy Schedule the **Insurers** severally agree each for the proportion set against its name to insure in the manner and to the extent provided for in the respective sections specified in the Policy Schedule in respect of events occurring during the **Period of Insurance** set out in the Policy Schedule or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

The liability of each of the Insurers individually shall be limited to the proportion set against its name

Signed by the Leading Office for and on behalf of the **Insurers**.

François-Xavier Boisseau
Chief Executive Officer
Groupama Insurance Company Limited

General Conditions

- 1** We will act in good faith in all Our dealings with You. Equally the payment of claims is dependent on:
- Your own observance of the following:**
- taking reasonable steps to safeguard against accident, injury loss or damage
 - reporting to Us as soon as reasonably possible full details of any incident which may result in a claim under this Policy
 - forwarding to Us every writ, summons, legal process or other communication in connection with the claim immediately upon receipt
 - not admitting liability or making an offer or promise of payment or indemnity without Our written consent
 - giving all necessary information and assistance that We may require
 - notifying the police as soon as You become aware of loss or damage caused by theft or malicious act
- Your recognition of Our rights**
- to take over and deal with in Your name the defence or settlement of any claim
 - to take proceedings in Your name, but at Our expense, to recover for Our benefit the amount of any payment made under this Policy
 - to settle Your claim on a proportionate basis if You have other insurance covering the same loss, damage or liability
 - to avoid paying any claim which is in any respect fraudulent
- Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions
- 2** **Arbitration**
Where We have accepted a claim but the amount to be paid is in dispute the matter will be referred to an independent arbitrator acceptable to the parties involved
- 3** **Cancellation**
You may cancel the Policy at any time by letter. We may cancel Your Policy or any section by sending seven days notice by recorded delivery letter or registered letter to Your last known address. If the premium is payable by instalments and a payment is not made, Your policy will be automatically cancelled. We are not obliged to give You notice of this cancellation. Any return of premium due will depend on how long the Policy has been in force and whether any claims have been made. In the event that You are paying for Your policy monthly and You make a claim, the annual premium, less any payments made by You will be deducted from Your claim settlement.
- 4** **Non-Invalidation**
Any act or omission on the part of a Tenant without Your knowledge and beyond Your control will not affect Your rights under this Policy provided You give notice to Us in writing immediately You become aware of such act or omission and You agree to pay any additional premium We may require.
- 5** **Non-Invalidation – Mortgagees**
If the Insured or the occupiers of the Insured Property do anything which increases the risk of loss or damage occurring and such action has been taken without the knowledge or authority of the Mortgagees then the rights of the Mortgagees under this Policy will not be affected provided notice is given to Us in writing immediately that they become aware of the action taken and they agree to pay any additional premium We may require.

- 6** **Other Interests**
The interest(s) of other parties in the insurance by this policy is noted, it being understood that in the event of Damage, the nature and extent of such other interest(s) will be disclosed by You.
- 7** **Index Linking – protection against inflation**
Your Sum Insured will be adjusted annually by the latest percentage change in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or other appropriate index. At each renewal the premium will be recalculated on Your new Sum Insured and will be shown on Your renewal invitation.
- 8** **Contracts (Rights of Third Parties) Act**
No person or company who is not party to this policy shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from this act.
- 9** **Unoccupancy**
It is a condition precedent to Our liability that as soon as You become aware that the Insured Property or any Residence within is Unoccupied that:
- You will notify Us immediately
 - Within 7 days all services are disconnected unless otherwise agreed by Us in writing
 - Within 7 days the water system is drained down if the Unoccupancy occurs between the months of October and March (inclusive) unless otherwise agreed by Us in writing
 - Within 7 days all waste material internally and externally is removed and continues to be removed weekly thereafter
 - The Insured Property or Residence is inspected weekly by You or an authorised representative
 - Within 7 days the letterbox is sealed shut
 - All security devices are put into full and effective operation. Door and window locks must be fitted in accordance with Minimum Security Standard Endorsement 51 (as detailed on Page 24 and your policy schedule) unless otherwise agreed by Us in writing
 - Following notification to Let Plan You will pay any additional Premium that we may require.
- 10** **Voidance**
This Policy will be voidable in the event of misrepresentation, misdescription or non disclosure in any material fact. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss, damage or destruction is occasioned by the wilful act or with the connivance of You all benefits under this Policy shall be forfeited.
- 11** **Basis of Tenancy Agreement**
It is a condition precedent to Our liability under this policy that any letting of the Insured Property by You is on the basis of a written assured shorthold tenancy (or the equivalent in Scotland, Northern Ireland or the Isle of Man) between You and the Tenant with a minimum initial period of three months unless an alternative basis of tenancy has otherwise been agreed and confirmed by Us in writing.

General Exclusions

This policy does NOT provide Insurance in respect of:

1 **Radioactive Contamination**

- a loss, damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This general exclusion does not apply to the Employers Liability insurance provided by this policy

2 **War and Similar Risks**

Any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or martial law.

3 **Nationalisation**

Loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction of or damage to property by or under the order of any Government or public or local authority.

4 **Sonic bangs**

Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5 **Deliberate Acts or Omissions**

Loss destruction or damage directly occasioned by any deliberate act or omission by **You** which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

6 **Terrorism**

- a Liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with
 - i any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM
- b Loss damage or destruction or any consequential loss resulting from loss damage or destruction in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of loss damage or destruction by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including

the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees.

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

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Liability) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Liability) shall be **Yours**

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

7 **Pollution**

Any general liability under the Liability Extension to this Policy for pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**:

- a all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b **Our** liability for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the **Period of Insurance** will not exceed the sum stated in the Policy Schedule as the Amount of Indemnity for any one Event

For the purpose of this Exclusion — pollution or contamination means:

- i all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- ii all loss or damage or injury directly or indirectly caused by such pollution or contamination

8 **Date Recognition**

Any claim of whatsoever nature that arises directly or indirectly from or consists of the failure or inability of any:

- a electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
- b media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of:
 - i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
 - ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exclusion shall not apply:

- to any claim for subsequent loss or destruction of or damage to any property otherwise indemnifiable by this Policy
- to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

9 Wear and Tear

Loss destruction or damage directly occasioned by wear and tear.

10 General

Loss destruction or damage occasioned by any cleaning, repairing, restoration, depreciation, rot, mould, woodworm, insects, vermin, any climatic condition or other gradual cause.

11 Asbestos

Any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply in respect of such removal or disposal provided that:

- a such activity does not form part of **Your** usual **Business** or contract and
- b the discovery of asbestos by **You** is unintentional and accidental and
- c upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- d an HSE licensed asbestos removal contractor is employed if legally required
 - i to make safe the area in which the discovery is made as soon as is practicable
 - ii who has Employers Liability and Public Liability insurances in force
 - that provide Limits of Indemnity no less than those stated in the Policy Schedule and
 - that do not exclude the work to be carried out

We will pay:

- 1 Up to the **Sum Insured** under this section for loss of or damage to **Your Insured Property** caused by:-
 - a Fire explosion lightning or earthquake
 - b Storm or flood
 - c Collision or impact involving any:-
 - i vehicle, train, aircraft or other aerial device or anything dropped from them,
 - ii animal
 - d Riot, civil commotion, labour and political disturbances
 - e Escape of water from any fixed water or heating installation or domestic appliance
 - f Escape of oil from any fixed heating installation
 - g Theft, or attempted theft
 - h Breakage or collapse of any aerial or satellite dish
 - i Falling trees or branches

We will not pay for:

- 1 • The Excess
 - b • loss or damage to hedges, fences and gates
 - loss or damage caused by or attributable to inadequate maintenance of the **Insured Property**
 - loss or damage caused by frost
 - e • loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 7 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage caused by the **Tenant**
 - f • loss or damage resulting from any gradually operating cause
 - g • loss or damage to **Your Insured Property** or **Residence** when it has remained **Unoccupied** for more than 7 consecutive days
 - loss or damage to a **Commercial Unit** which is **Unoccupied**
 - loss or damage unless violent and forcible means are used to gain entry or exit to **Your Insured Property**
 - loss or damage caused by the occupiers of **Your Insured Property**
 - i • loss or damage caused by felling or lopping

We will pay:

2 Up to the **Sum Insured** under this section for loss or damage to Your Insured Property caused by Subsidence or ground heave of the site on which **Your Insured Property** stands or landslip.

3 Property fees and costs
For fees, clearance and shoring up costs, incurred with **Our** prior consent, following loss or damage insured by this section; provided such fees and costs together with the amount payable under any other cause insured by this section do not exceed the **Sum Insured on Your Insured Property**.

4 The additional costs of rebuilding or repair of the damaged part of the property solely to comply with any statute or bye-laws.

5 In the event of loss or damage to the Building by escape of water from a pipe concealed in a wall ceiling or floor or in the ground of the land on which the Building stands up to £5000 in respect of the cost of locating the point of escape repairing or replacing the defective section of pipe and making good.

We will not pay for:

- The **Excess**
- loss or damage caused by erosion of the coast or riverbank
- loss or damage to swimming pools, garden walls, pathways, patios, terraces, fences, paths and drives unless damaged at the same time as the main buildings which form part of **Your Insured Property**
- loss or damage to solid floor slabs unless the foundations beneath the external walls are damaged or destroyed at the same time by the same cause
- loss or damage caused by bedding down of new structures
- loss or damage caused by any settlement shrinkage or expansion
- loss or damage caused by demolition, structural alteration or repair, inadequate construction of foundations
- loss or damage that originated prior to the commencement of this insurance

3 • The **Excess**
• Fees charged for the preparation of any claim

5 • The **Excess**
• Any cost arising from normal wear and tear or deterioration

6 Metered Water and Gas Charges
The cost incurred by **You** as determined by the respective Supply Undertaking Company's Meter for metered water and gas charges demanded by the Supply Undertaking Company following damage to the apparatus after the point of the service feed to the **Insured Property**.

7 Loss of Rent or Alternative Accommodation up to 20% in total of the **Sum Insured** on **Your Insured Property** for:

- a i loss of rent as a result of any part of **Your Insured Property** being made uninhabitable following loss of or damage to **Your Insured Property** by any cause insured by this section or
- ii the necessary cost of alternative accommodation and temporary storage of furniture incurred by **You** in respect of any **Residence** rendered uninhabitable or to which access is denied from any cause covered by this Policy provided that all **Residences** which form **Your Insured Property** are insured in one amount on behalf of the individual owners or lessees
- b the costs necessarily and reasonably incurred by **You** with **Our** consent in re-letting the **Insured Property** solely as a consequence of the loss or damage

8 Sale of Buildings
Up to the **Sum Insured** on **Your Insured Property** to any purchaser for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts and completion date and provided **Your Insured Property** is not otherwise insured.

6 • The **Excess**
• Any loss not discovered within 180 days of the damage occurring
• Any loss occurring when the **Insured Property** or **Residence** or **Commercial Unit** in which the loss occurs is **Unoccupied**
• Any amount in excess of £250

7 • The **Excess**
• Any loss where any part of **Your Insured Property** was **Unoccupied** prior to the loss unless verified by a tenancy agreement confirming future occupation
• Any loss incurred once the damaged part of **Your Insured Property** is habitable

Basis of settlement memorandum

In the event of loss or damage the basis on which the amount payable in respect of the **Insured Property** is to be calculated will be the Reinstatement of the property lost destroyed or damaged
For the purpose of this Memorandum Reinstatement means

- 1 If the building has not been maintained in a good state of repair **We** will pay the cost of reinstatement less a deduction for wear and tear
- 2 The rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
 - a in any manner suitable to **Your** requirements
 - b upon another site
- 3 The repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1 If at the time of loss or damage the cost of reinstating the whole of the **Insured Property** exceeds its **Sum Insured** then **You** will be considered as being **Your** own insurer for the difference and shall accordingly bear a proportionate share of the loss.
- 2 **Our** liability for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed.
- 3 No payment beyond the amount which would have been payable in the absence of this Memorandum will be made
 - a unless Reinstatement commences and proceeds without unreasonable delay
 - b until the cost of Reinstatement has actually been incurred
 - c if the **Insured Property** at the time of its loss destruction or damage is insured by any other Insurance effected by or on behalf of **You** which is not on the same basis of Reinstatement
- 4 If the repair or replacement is not carried out, **We** may, at **Our** option, pay the reduction in market **Value** resulting from the loss or damage but not exceeding what it would have cost to repair or replace.
- 5 **We** will not pay for the replacement of or work on any undamaged items or remaining parts of the **Insured Property** solely because they form part of a set, suite, group or collection of articles of a similar nature colour pattern or design.
- 6 The **Sum Insured** on **Your Insured Property** will be reinstated automatically from the date of notification of any claim under this section.

We will pay:

- 9 Legal Liability as Owner (or in the event of death the legal personal representative)
 - a Up to £5,000,000 in respect of any one event, plus costs agreed by **Us** in writing which **You** become legally liable to pay as the owner of the **Insured Property** for:
 - i injury, illness or disease of any person
 - ii loss of or damage to property which neither belongs to **You** or is in **Your** care occurring during the **Period of Insurance**
 - b Up to £5,000,000 which **You** as the former owner of any property covered by this section, become legally liable to pay for injury or damage to the property of others arising from a defect in the premises. If the Buildings section of the Policy is cancelled this part of the liability cover will continue to operate.
 - c Solicitors fees arising from a claim under this paragraph for:
 - i representation at any coroner's inquest or fatal accident enquiry
 - ii defence in any court of summary jurisdiction arising out of any possible claim

We will for the purpose of this clause treat as though they were the owner or former owner any of **Your Tenants** or lessees provided that they fulfil the terms and conditions of this policy in so far as they can apply.

We will not pay for:

9 a & b

- Loss of or damage to property or injury, illness or disease,
 - arising out of any deliberate act
 - arising out of any employment, business or profession other than property owning
 - arising out of any work in the **Insured Property** by **Your** employees
 - suffered by anyone under a contract of service with **You** and arising out of the work they are employed to do
 - arising from accidents involving any dog described in section 1 of the Dangerous Dogs Act
- injury, illness or disease, loss or damage arising from the ownership, possession or use by **You** or on **Your** behalf of
 - any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
 - any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- any fines or penalties

- 9b Loss or damage to property or injury, illness or disease insured under any other current policy or any subsequent policy if this section has been cancelled

Extension

Legal Liability as Employer – Accidents to Domestic Staff –

The cover provided by this Section is extended to provide Legal Liability Insurance as follows:-

Amount of Indemnity

Employers Liability£5,000,000
Public Liability.....£5,000,000

The following interpretation applies throughout this Extension

1. The Insured includes
 - a in the event of **Your** death, any of **Your** legal personal representatives in respect of liability incurred by **You**
 - b if **You** so request as far as concerns Occurrence b) only any of **Your** directors, partners, gardeners, porters, caretakers or cleaners in their capacity as such
2. If there is more than one person specified in the Policy Schedule as being the Insured, this extension shall apply separately to each person but **Our** total liability shall not exceed the **Amount of Indemnity**.
3. Property in **Your** charge or under **Your** control shall not include employees' or visitors' personal effects.
4. Occurrences
 - a Employers liability
Bodily injury, illness or disease to any gardener, porter, caretaker or cleaner under a contract of service or apprenticeship with **You** and resulting from the work they are employed to do.
 - b Public Liability
 - i Bodily injury to or illness or disease of any person
 - ii loss or damage to property excluding bodily injury to or illness or disease of any person arising out of and in the course of their employment by **You** under a contract of service or apprenticeship and excluding loss of or damage to property belonging to **You** or in **Your** charge or under **Your** control

We will pay:

In the event of any Occurrence described above, happening during the **Period of Insurance**, **We** will indemnify **You** against:

- sums which **You** shall become legally liable to pay for compensation and claimant's costs and expenses in respect of any Occurrence with **The Business**
- costs and expenses of litigation incurred with **Our** written consent in respect of a claim made against **You** to which the indemnity expressed in this extension applies
- the payment of Solicitors' fees incurred with **Our** written consent for **Your** representation at proceedings in any Court of Summary Jurisdiction, arising out of any alleged breach of a statutory duty resulting from an Occurrence which may be the subject of indemnity under this Extension, or at any Coroner's Inquest or Fatal Accident Enquiry in respect of such Occurrence

We will not pay for:

Any liability under Occurrence b in respect of:-

- injury, illness or disease, loss or damage caused by anyone in **Your** employment other than a gardener, porter, caretaker or cleaner
- loss or damage to property which results from **Your** deliberate act or omission and which you could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission
- injury, illness or disease, loss or damage, arising from the ownership, possession or use by **You** or on **Your** behalf of
 - a any mechanically propelled vehicle (including any type of machine on wheels or tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of

Extension

The indemnity provided by this Extension shall also apply to liability incurred by **You** in respect of legal costs and other expenses (other than fines or penalties imposed) incurred with **Our** written consent and prosecution costs awarded against **You**, arising out of **Your** prosecution for a breach or alleged breach, during the **Period of Insurance**, of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

- b goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
- b any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft
- loss of or damage to any commodity article or thing supplied installed or erected by **You** if such loss or damage is attributable to any defect therein or the harmful nature or unsuitability thereof
- accidents involving any dog described in Section 1 of the Dangerous Dogs Act
- any fines or penalties

Conditions for Legal Liability as Employer

Avoidance and Recovery

If any claim is not covered by this Extension **You** will repay to **Us** all payments made solely because of the compulsory insurance law of a country to which this extension applies

Basis of claims settlement for all Liability cover

Our liability for all compensation payable to any claimant or number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on one original cause shall not exceed the **Amount of Indemnity** for any one event.

Endorsement 51 - Minimum Security

We will not pay for loss or damage caused by Theft, Attempted Theft or Malicious Act consequent upon Theft, occurring:

- **AT ANY TIME** when the property is left without a responsible person **UNLESS** the external doors and windows are securely closed and the Protections described in paragraphs a to c below are in full and effective use.
- **AT NIGHT** after the occupants have retired to bed **UNLESS** the external doors and windows are securely closed, other than in occupied rooms, and the Protections described in paragraph a to c below are in full and effective use.

Protections

- a. A lock conforming to BS3621 with an appropriate striking plate fitted to the FRONT or FINAL EXIT DOOR
- b. A lock as described in (a) above or key operated bolts fitted top and bottom to each of the OTHER EXTERNAL DOORS including Patio Doors
- c. Key operated window locks fitted to all opening
 - i. WINDOWS and FANLIGHTS at basement and ground floor level
 - ii. WINDOWS and FANLIGHTS above ground floor level which are accessible*
 - iii. SKYLIGHTS which are accessible*

* By accessible we mean: Those windows, fanlights and skylights where entry can be attempted from the outside by a person of normal physical ability without the need to bring anything to the site or to use any ladder, stepladder or scaffolding found on the site in order to do so.