



N W BROWN INSURANCE BROKERS LIMITED – RESIDENTIAL PROPERTY OWNERS POLICY DOCUMENT

The sections which are included in Your Policy and the particulars of Your Insurance are shown in the Schedule.

Do not wait until You have a Claim to make sure You understand the Policy

- Please read it now and keep it in a safe place
- In particular, make sure that all the details shown in the Schedule are correct (let Us know immediately if any change is necessary)
- If, having read this Policy, You feel it does not meet Your needs, please return it to N W Brown Insurance Brokers Limited.
- The policy, the schedule and any endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears
- The conditions which appear in the policy or in any endorsement are part of the contract and *must be complied with. They are where their nature permits conditions precedent to the right to recover from the company*

KEEPING US INFORMED

We have prepared this Policy on the information that has been given to Us

Please let Us know immediately of changes that affect what You have told us.

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DEFINITIONS

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Damage caused by external means, other than a deliberate act of the policyholder

Block of Flats Any block of flats or building converted into flats which we have been notified of and accepted the risk

Buildings The Property and its outbuildings, garages and swimming pools, garden squares, tennis courts, street furniture, patios, terraces, drives, footpaths, walls, gates, hedges and fences, and landlords fixtures and fittings (including fitted carpets in common halls, stairways and other common parts) all on the same site

Business The business as described in the schedule

Company/We/Us Royal & Sun Alliance plc

Contents Furniture, carpets (other than fitted carpets) furnishings and all other property belonging to the Policyholder or for which they are responsible in the common halls, stairways or other common parts in the Property and its buildings or garages

Derelict Property A derelict property is one where roof doors and windows are incomplete. For the purposes of this definition securely boarded windows and doors will be considered intact.

Emergency Repairs Any temporary or permanent work authorised by us, which is necessary to stabilise a **home emergency**.

Employee Any - person under a contract of service or apprenticeship with the Policyholder, voluntary committee member, trustee or other voluntary worker, labour master or labour only sub contractor or person supplied by them, persons under work experience or youth training schemes, self employed person, person hired or borrowed from any public authority, company, firm or individual while working for the Policyholder in connection with the Business

Endorsement Any amendment made to the policy

Excess The amount shown in the Schedule which You pay for any one incident resulting in a claim. If claims are made under two or more covers for loss or damage resulting from the same cause at the same time, only one Excess will be deducted from the total amount of the claim

Family The spouse, children (including adopted and foster children), parents or other relatives of the Policyholder or Resident who normally reside in the same Property as the Policyholder or Resident

Geographical Limits England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands

Home Emergency A sudden and unforeseen event that causes an immediate risk of damage to your home or to your health or that of any third parties.

Landscape Gardens Any garden which is professionally designed, landscaped and tended

Period of Insurance The period shown in the schedule and any further period for which the Policyholder has paid or has agreed to pay and We have accepted or have agreed to accept the premium

Policyholder/You/Your Those named as the Policyholder in the Schedule

Property Insured Any Residential Property in respect of which the Company has accepted the risk. The Terms of the Policy apply separately to each Property as though each had been insured by a separate Policy

Resident The part owner, lessee or tenant of any Property and any member of such part owner's lessee's or tenant's Family

Residential Property Any house, maisonette, flat, apartment or block of flats together with its garages or domestic outbuildings which We have been notified of and accepted the risk

Terrorism shall mean the act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

SECTION 1. BUILDINGS

By buildings we mean the Property and its outbuildings, garages and swimming pools, tennis courts, street furniture, patios, terraces, drives, footpaths, walls, gates, hedges and fences, landscaping excluding trees shrubs plants turf (see Paragraph G below) and external ponds and lakes but including garden furniture ornaments and statues, and landlords fixtures and fittings(including fitted carpets in common halls, stairways and other common parts) all on the same site

The Buildings are insured against damage by the following causes

1. Fire, lightning, explosion, earthquake

2. Storm or flood

3. Escape of water or oil from any fixed water or heating installation or domestic appliance and Damage caused by pipes and installations thereby

4. Riot, Civil Commotion, Strike, Labour or Political Disturbance

5. Malicious persons or vandals

6. Theft or attempted theft

7. Subsidence and/or heave of the site

EXCLUSIONS:

- *The amount shown in the Policy Schedule as the Excess*

- *Damage to swimming pools, tennis courts, fences, gates, hedges, paved terraces, patios, paths and drives*
- *Loss or damage by frost*
- *Damage solely attributable to changes in the water table level*

- *Where the property has been let and there is a period of unoccupancy exceeding eight weeks, theft cover for cash and valuables is excluded and a £250 excess will apply to the perils of malicious damage, theft, escape of water, storm and flood and during the period 1 October to 1 April there shall be no cover for escape of water unless central heating is installed and in operation.*

- *Where the property has been let and there is a period of unoccupancy exceeding eight weeks, theft cover for cash and valuables is excluded and a £250 excess will apply to the perils of malicious damage, theft, escape of water, storm and flood and during the period 1 October to 1 April there shall be no cover for escape of water unless central heating is installed and in operation.*

- *In respect of damage by Graffiti the Policyholder shall be responsible for the first £100 of each and every loss or the Excess shown in the schedule, whichever is the greater*

- *Where the property has been let and there is a period of unoccupancy exceeding eight weeks, theft cover for cash and valuables is excluded and a £250 excess will apply to the perils of malicious damage, theft, escape of water, storm and flood and during the period 1 October to 1 April there shall be no cover for escape of water unless central heating is installed and in operation.*

- *Loss or damage caused by the policyholder or any member of the policyholders family*

- *The subsidence Excess shown in the schedule*

on which the Buildings stand or of land Belonging to the Buildings, or landslip

- *Damage to patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences gates or hedges unless the Property Insured is damaged at the same time*
 - *Damage to solid floor slabs or Damage resulting from their movement unless the foundations beneath external walls of the Property Insured are damaged at the same time*
 - *Damage resulting from coastal or river erosion*
 - *Damage resulting from demolition or structural repair to the Buildings*
 - *Damage resulting from faulty workmanship, the use of defective materials or defective design*
 - *Damage caused by bedding down of new structures settlement or movement of made up ground or shrinkage or by subsidence of newly made up ground*
 - *Damage which commenced before inception of this Policy*
8. Falling trees or branches
- *The cost of removing a tree or branch unless the Buildings are damaged at the same time*
9. Falling television or radio aerials, aerial fittings, masts, telegraph poles or lamp posts or any part of them
- *Damage to the aerial, satellite aerial , fitting, mast, telegraph pole or lamp post*
10. Impact involving aircraft or aerial devices or anything falling from them, vehicles or animals
- *Loss or damage caused by domestic pets*
11. Any other accidental damage
- *The first £100 of each and every loss (referred to as the Insured's Contribution)*
 - *Damage by any of the causes expressly excluded from the causes specified in paragraphs 1-10 (whether or not Insured)*
 - *Damage to any property caused by*
 - A) *Its own faulty or defective design or materials*
 - B) *inherent vice latent defect gradual deterioration wear and tear*
 - C) *faulty or defective workmanship on the part of the Insured or any of their employees*

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
 - *Damage caused by*
 - A) *corrosion rust wet or dry rot marring scratching vermin insects*
 - B) *joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers*

superheaters pressure vessels or any range of steam and feed piping in connection therewith

- C) *mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates*

but this shall not exclude

- A) *such Damage which itself results from other Damage and is not otherwise excluded*

- B) *subsequent Damage which itself results from a cause not otherwise excluded*

- *Damage caused by pollution or contamination unless resulting from a sudden identifiable unintended and unexpected cause which*

- *occurs in its entirety at a specific moment in time and place during any one period of insurance*
- *is not otherwise excluded*

- A) *disappearance or unexplained loss*

- *Damage to*

- B) *any buildings or structure caused by its own collapse or cracking*

- C) *any property or structure in course of construction or erection or undergoing structural alteration or repair*

ADDITIONAL COVER

A. Loss of Rent

The Company will pay in respect of Buildings which have suffered Damage

- **the loss of Rent** being the actual amount of the reduction in the rent receivable by the Insured during the Indemnity Period solely in consequence of the Damage
- **the cost of reletting** being the costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in reletting the Buildings (including legal fees in connection with the reletting) solely in consequence of the Damage
- **the additional expenditure** being the expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise the loss of Rent during the Indemnity Period but not exceeding the amount of the reduction avoided by such expenditure

EXCLUSIONS

- *Any amount in excess of 20% of the sum insured on the Buildings applicable at the time the loss or damage occurred*

- **accelerated reinstatement expenditure** being the further additional expenditure necessarily and reasonably incurred in consequence of the Damage solely to avoid or minimise any loss of Rent not recoverable by the Insured under this or any other policy during the period of twelve months immediately after the expiry of the Indemnity Period but not exceeding the loss of rent thereby avoided during that period of twelve months by the Insured

Buildings Awaiting Sale

If at the time of the Damage the Insured shall have contracted to sell their interest in the Buildings or shall have accepted an offer in writing to purchase their interest in the Buildings subject to contract and the sale is cancelled or delayed solely in consequence of the Damage provided that the Insured shall make all reasonable efforts to complete the sale of the Buildings as soon as practicable after the Damage the Insured may opt for the amount payable by the Company to be as follows

- a) during the period prior to the date upon which but for the Damage the Buildings would have been sold

the loss of Rent being

the actual amount of the reduction in the Rent receivable by the Insured solely in consequence of the Damage

- b) during the period commencing with the date upon which but for the Damage the Buildings would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier

the loss in respect of interest being

- 1) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the Business
- 2) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under 1)

Less any amount receivable in respect of Rent

- **the additional expenditure** being
 - 1) the expenditure necessarily and reasonably incurred in

- consequence of the Damage solely to avoid or minimise the loss payable under A) or B) immediately above but not exceeding the amount of loss avoided by such expenditure
- 2) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the Damage but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the Damage or £50,000 whichever is the less
- except - the amount payable shall be adjusted to provide for any benefit derived by the Insured from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by the Insured

Special Provisions – Applicable to Item on Rent

1 Service Charges

Rent is deemed to include service charges

2 Indemnity Period

Indemnity Period shall mean the maximum period from the date of the Damage for which the Company shall be liable to pay any loss such period being the number of years shown in the Schedule

3 Savings

If any charge or expense payable out of Rent shall cease or reduce during the Indemnity Period in consequence of the Damage the sum Insured shall be deducted from the amount otherwise payable under this insurance

B. Advance Rent

Insurance is provided for the Loss of Anticipated Rent suffered by the Policyholder as a result of Damage by any of the causes listed under Buildings Perils covered 1-10 while the Property is in course of construction or alteration.

Payment will be made on the provision of evidence that occupation of the Property in whole or in part would have taken place on completion of the construction or alteration

C. Alternative Accommodation

Insurance is provided for the reasonable costs of comparable alternative accommodation incurred by any Resident while:

- i. the Property in which the Resident lives is unfit to

live in
or

ii. access to the Property is denied as a result of Damage by any of the causes listed under Buildings Perils covered 1-10

- Any amount in excess of 20% of the sum insured on the Buildings applicable at the time the loss or damage occurred

D. Pipes and Cables

Damage to those underground services (including their inspection covers) supplying the Buildings for which You are responsible

- Any amount in excess of 20% of the sum insured on the Property the subject of the loss

E. Glass and Sanitaryware

Breakage of fixed glass in walls doors and roofs in the Buildings. Breakage of Washbasins pedestals shower cubicles baths sinks lavatory pans and other fixed sanitaryware in the Buildings

- Breakage of swimming pool tiles

F. Water and Heating Installations

Damage to any fixed domestic water or heating installation caused by freezing

- Damage caused from rusting corrosion or general wear and tear

G. External Landscaping

The cost incurred in restoring external landscaping including cost of replanting trees shrubs plants and turf used in landscaping for which the Insured are responsible at the Property (following damage by the emergency services or otherwise) solely as a result of Damage to the Buildings

- The maximum payable in respect of any one loss is £2,500
- Excluding costs arising from failure to germinate or become established
- The maximum amount payable in respect of any one incident is £5,000

H. Cost of Replacing Locks

The cost of replacing and fitting lock mechanisms for which the Insured are responsible consequent upon:

- 1) the theft of keys
- 2) reasonable evidence that the keys have been duplicated by an unauthorised person

I. Cost of Additional Metered

Water or Gas Charges

Costs incurred by the Insured as a result of Damage insured by this Policy

- The maximum amount payable in respect of any one claim is £5,000

J. Search and Trace

Costs incurred in locating the source of Damage, as insured by this Policy, to the Buildings caused by the escape of water or oil from any fixed water or heating installation or domestic appliance and subsequently making good
(Building causes covered – 3)

- The maximum amount payable in respect of any one claim is £25,000
- Costs in excess of £5,000 incurred where such damage is attributable solely to changes in the water table level

K. Removal of Debris

The cost We agree to pay in:

- i. removing debris dismantling demolishing shoring up and propping portions of the Building
- ii. clearing cleaning or repairing services as a result of Damage

- Costs or expenses :
 - i. incurred in removing debris from outside the site of the Property other than from the surface area immediately adjacent to the perimeter of the Property
 - ii. incurred or arising from pollution or contamination howsoever caused of property not covered by this insurance
 - iii. in respect of Damage which occurred prior to the granting of cover under this insurance

L. Professional Fees

Those necessarily incurred in the rebuilding or repair but not for preparing any claims

M. Local Authority Requirements

The additional costs You have to pay to repair the Damage to comply with any government or local authority requirements or regulations

Any cost for complying with requirements or regulations of which You are aware before the Damage occurred

N. Contingency Rent

Where there is provision in the lease agreed between the landlord and tenant of the Buildings for an abatement of rent in the event of any loss as described below or where the Rent receivable by the landlord is reduced as a direct consequence of the turnover of the lessees business being reduced by any such loss the insurance by the Item on Rent is extended to include the following

1. Denial of Access

Loss as Insured caused by prevention or hindrance of access to the Buildings or prevention of use of the Buildings in consequence of any property or rights of way in the immediate vicinity of the Buildings being

- a) occupied by terrorists or persons thought to be terrorists
- b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- c) thought to contain or actually containing a harmful device provided that the police are immediately informed
- d) closed down or sealed off in accordance with instructions issued by the police or by any other statutory body except where the cause of such closure or sealing off is
 - i) the condition of the Buildings or the Business carried on within the Buildings
 - ii) the Insured or lessee's non compliance with a prior order of the police or any statutory body
 - iii) action taken as a result of drought or diseases or other hazards to healthprovided that

the Company shall not be liable for

- iv) loss arising from any cause within the control of the Insured or lessee
- v) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear

2. Failure of Utilities

Loss as Insured caused by the failure of the supply of

- a) electricity at the terminal ends of the supply authority's service feeders at the Buildings
- b) gas at the supply authority's meters at the Buildings
- c) water at the supply authority's main stop cock serving the Buildings

by any accidental cause other than the deliberate act of any supply authority or by any such authority exercising its power to withhold or restrict supply or by drought

3. Notifiable Disease Vermin Defective Sanitary Agreements Murder & Suicide

Loss as Insured caused by

1. the closure of or restrictions place on the whole or part of the Buildings by order of a competent public authority as a direct result of
 - (i) any occurrence of Notifiable Disease (as defined below) at the Buildings or attributable to food or drink supplied from the Buildings
 - (ii) any discovery of an organism at the Buildings likely to result in the occurrence of a Notifiable Disease (as defined below) at the Buildings
2. the discovery of vermin or pests at the Buildings which causes restrictions on the use of the Buildings on the order or advice of a competent public authority
3. any accident causing defects in the drains or other sanitary arrangements at the Buildings which causes restrictions on the use of the Buildings on the order or advice of a competent public authority
4. any occurrence of murder or suicide at the Buildings

Definition

Notifiable Disease shall mean injury or illness sustained by any person resulting from

- (i) food or drink poisoning or
- (ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the Competent public authority has stipulated shall be notified to them

For the purpose of this provision the Indemnity Period shall commence –

- a) in the case of 1 and 4 above with the occurrence or discovery of the incident
- b) in the case of 2 and 3 above with the date from which the restrictions on the Buildings are applied

The Company shall not be liable under this Special Provision for any costs incurred in the cleaning repair replacement recall or checking of property

The Company shall not be liable under this Special Provision for loss arising at Buildings which are not directly subject to the occurrence or accident

4. Legionellosis – Rent and Cleaning Costs

Loss as Insured caused by any outbreak of legionellosis at the Buildings causing restrictions on the use thereof on the order or advice of the competent local authority

Provided that for the purposes of this provision

- i) Buildings shall mean only those premises which are stated in the Schedule to be Insured and which are directly affected by the Damage
- ii) the Company shall not be liable under this Special Provision for any costs incurred in cleaning repair replacement or inspection of property except those costs and expenses necessarily incurred with the Company's consent in leaning and decontamination of the air-conditioning or water supply equipment at the Buildings the use of which has been restricted on the order or advice of the competent local authority provided that the Company's liability shall not exceed £25,000 in any Period of Insurance

O. Loss of Attraction (Leased Premises)

The insurance by the Item on Rent is extended to include loss as Insured resulting solely from Damage by any of the Covers Insured to Buildings or other property at any location in the immediate vicinity of the Premises in consequence of which the turnover of the lessee's business is affected and Rent receivable by the Insured is reduced

P. Loss of Attraction (Unleased Premises)

The insurance by the Item on Rent is extended to include loss as Insured resulting solely from Damage by any of the Covers Insured to Buildings or other property at any location in the immediate vicinity of the Premises in consequence of which an agreement to lease the Premises in course of negotiation is avoided or delayed and the Rent receivable by the Insured is reduced

Q. Extinguishment and Alarm Resetting Expense

The reasonable costs incurred by the Insured in refilling fire extinguishment appliances replacing used sprinkler heads and resetting fire or intruder alarms

R. Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Company will pay the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered such Damage for which the Company is liable

S. Managing Agents Fees

The cost of professional fees shall include the reasonable fees of Managing Agents where

- they are in respect of work of benefit to the Company
- they relate to work which is necessary for repair or reinstatement
- they have been agreed with the Company in advance

but not fees which are incurred as part of the Managing Agents general administrative duties or purely in connection with the preparation of administrative handling of a claim

Endorsement

Derelict Property

Cover in respect of derelict property is restricted to loss or damage caused by fire aircraft and explosion and the amount paid as an indemnity shall be restricted to the cost price of property damaged less any residual site value plus reasonable demolition costs

INFLATION PROTECTION FOR COVER 1

The Sum Insured on Buildings will be adjusted monthly in line with the House Building Cost Index prepared by the Royal Institution of Chartered Surveyors. Where there has been an inflationary increase in the House Rebuilding Cost Index We will increase the Sum Insured. No additional premium will be charged for these adjustments between the anniversary dates of Your Policy but the renewal premium will be calculated on the revised Sum Insured The Sum Insured will continue to be index-linked following Damage by any cause listed in this Cover while the Buildings are being reinstated provided You take all reasonable steps to ensure that the reinstatement is carried out without undue delay

CLAIMS SETTLEMENT FOR COVER 1

We will pay the cost of the work carried out in repairing or replacing the damaged parts of the buildings, including fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was, served upon you before the damage occurred or these relate to undamaged parts of the buildings. No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or damage to the buildings.

Fees and associated costs mean Architects', Surveyors and Legal fees necessarily incurred in repair or replacement (but excluding fees incurred in preparing or furthering any claim under this policy), the cost of removing debris, demolition, shoring up or propping necessarily incurred in repair or replacement.

If the buildings have not been maintained in a good state of repair or if at the time of any loss or damage the sum insured is less than the full rebuilding cost we will pay the cost of repair or replacement less a deduction for wear and tear.

Full rebuilding cost means the full cost of rebuilding all the buildings in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements, fees and other associated costs.

Alternatively, if the repair or replacement is not carried out we will pay the reduction in market value of the residential properties resulting from the damage not exceeding what it would have cost to repair the damage to the buildings if the repair work had been carried out without delay.

We will not pay the cost of replacing or repairing any undamaged part of the buildings which forms part of a suite or common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

The maximum amount payable in respect of any one claim under paragraphs 1 – 11 is the sum Insured (less any excess) shown in the schedule.

The Sum Insured on Buildings will not be reduced following payment of a claim except for Exclusions which apply to Your whole Policy.

SECTION 2. CONTENTS

THE COVER

By Contents we mean furniture, carpets (other than fitted carpets) furnishings and all other property belonging to the Policyholder or for which they are responsible in the Property and its buildings or garages

The contents are Insured against damage by the following causes:

1. Fire, lightning, explosion, earthquake
2. Storm or flood
3. Escape of water or oil from any fixed water or heating installation or domestic appliance
4. Riot, Civil Commotion, Strike, Labour or Political Disturbance
5. Malicious persons or vandals
6. Theft involving forcible entry into or exit from the property

EXCLUSIONS

- *The amount shown in the Policy Schedule as the Excess*
- *Pets and livestock*
- *Landlord's fixtures and fittings*
- *Articles of gold, silver or other precious metal, jewellery or furs collections of coins medals or stamps*
- *Clothing, personal effects, money and stamps, certificates, cheques, securities or documents other than Directors, Employees and Visitors personal effects, pedal cycles, tools, instruments and the like restricted to a maximum of £500 if damaged within the Building. The Policy Excess shall not apply*
- *Property more specifically insured*
- *Plants trees and shrubs in the gardens*
- *Property belonging to any Resident unless specified in the Policy schedule*
- *Property used or held for a business or profession other than the Business*
- *Damage to the component or appliance from which the water or oil escapes*
- *Where the property has been let and there is a period of unoccupancy exceeding eight weeks, theft cover for cash and valuables is excluded and a £250 excess will apply to the perils of malicious damage, theft, escape of water, storm and flood and during the period 1 October to 1 April there shall be no cover for escape of water unless central heating is installed and in operation.*
- *Where the property has been let and there is a period of unoccupancy exceeding eight weeks, theft cover for cash and valuables is excluded and a £250 excess will apply to the perils of malicious damage, theft, escape of water, storm and flood and during the period 1 October to 1 April there shall be no cover for escape of water unless central heating is installed and in operation.*
- *In respect of damage by Graffiti the Policyholder shall be responsible for the first 50% of each and every loss or the Excess shown in the schedule whichever is the greater*
- *Loss or damage caused by the policyholder or any member of the policyholder's family*
- *Loss or damage caused by any resident to the contents of the property in which they are residing*
- *Where the property has been let and there is a period*

of unoccupancy exceeding eight weeks, theft cover for cash and valuables is excluded and a £250 excess will apply to the perils of malicious damage, theft, escape of water, storm and flood and during the period 1 October to 1 April there shall be no cover for escape of water unless central heating is installed and in operation.

7. Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings, or landslip
 - *Damage resulting from movement of solid floor slabs unless the foundations beneath external walls of the Property Insured are damaged at the same time*
 - *Damage resulting from*
 - *Coastal or river erosion*
 - *Demolition or structural repairs or alterations of the Buildings**faulty workmanship defective design or the use of defective materials*
 - *Damage caused by bedding down of new structures settlement or movement of made up ground or shrinkage or by subsidence of newly made up ground*
 - *Damage commencing prior to the granting of cover under this Insurance*
8. Falling trees or branches
9. Falling television or radio aerials, aerial fittings or masts
10. Impact involving aircraft or aerial devices or anything falling from them, vehicles or animals
11. Accidental breakage of mirrors plate glass tops to furniture and fixed glass in furniture which belong to the policyholder or are the legal responsibility of the policyholder *The excess shown in the schedule*

ADDITIONAL COVER

Contents in the Open

Damage to the Contents by any cause listed In Section 2. Contents - causes covered 1-11 occurring in the open within the boundaries of the land belonging to the Property up to £500. No Policy Excess

CLAIMS SETTLEMENT FOR COVER 2

We will pay the cost of replacement as new (or at our option we will replace as new) except for:

- i) clothing and personal effects where a deduction for wear and tear will be made
- ii) items that can be economically repaired (including clothing and personal effects) where the cost of the repair will be paid

If at the time of any loss or damage the sum insured is less than the cost of replacing all the contents as new and items cannot be economically repaired We will pay the cost of replacement as new less a deduction for wear and tear.

The maximum amount payable in respect of any one claim under paragraphs 1 – 11 is the sum insured (less any excess) subject to any limit shown in the schedule.

INFLATION PROTECTION FOR COVER 2

The Sum Insured on Contents will be adjusted monthly in line with the Retail Prices Index (Consumer Durables Section) where there has been inflationary increases in the Retail Price Index. We will increase the Sum Insured. No additional premium will be charged for these adjustments between the anniversary dates of Your Policy but the renewal premium will be calculated on the revised Sum Insured

SECTION 3. PROPERTY OWNERS LIABILITY

The Cover

1. The Policyholder is indemnified against liability at law for damages and/or Claimants' costs awarded by any court of law within the Geographical Limits in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any period of insurance arising out of a defect in Buildings for which the Policyholder is responsible

a) in or about the Property Insured

b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with

- any residential property formerly owned or leased by the policyholder and occupied solely for private residential purposes

provided that

- at the time of the incident giving rise to liability the policyholder or such owner or lessee had disposed of all legal title to and interest in the formerly owned or leased residential property
- in the event of this section ceasing to apply to the owner or lessee of any residential property described in the schedule as a result of the sale of such residential property, the indemnity under this paragraph in respect of such residential property shall apply to such accidental bodily injury or accidental damage to material property occurring during a period of seven years from the date of such cessation, but will not apply if the liability is covered under a more recently effected or current policy

We will also pay defence costs and other

Expenses incurred with our written consent

EXCLUSIONS:

- *Damage to property belonging to or held in trust by or in the custody or control of the Policyholder or any Employee*
- *Injury or damage arising out of any profession or business other than the Business described in the schedule*
- *Liability of any resident incurred solely as occupier (not as owner) of the residential property in which they are residing*
- *Liability arising out of pollution or identifiable unintended and unexpected contamination unless caused by a sudden incident which occurs in its entirety at a specific moment in time and place during any Period of Insurance provided that*
- *All pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place*
- *our liability for all damages and/or claimants costs payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the Limit of Indemnity*
- *Injury or damage arising out of ownership, possession or use by or on behalf of the insured*
- *Of mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles used in or about the residential properties), caravans, aircraft, hovercraft or boats (other than hand propelled boats)*
- *Injury to any employee of the insured arising out of and in the course of such employment*
- *Liability of any director of the Policyholder or any employee for which the Policyholder would not have been entitled to indemnity if the claim had been made against the Policyholder*
- *Liability assumed by agreement unless the liability would have existed without the agreement*
- *Any liability under paragraph 1b) in respect of which the Policyholder, owner or lessee is entitled to indemnity from any other source*
- *Liability resulting directly or indirectly from the transmission of any communicable disease or virus by the Policyholder*
- *Where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Liability*
- *The costs of remedying any defect or alleged defect in premises disposed of by the Policyholder*

Cross Liability Clause

If more than one Insured is named in the Schedule each Insured so named shall be considered as a Separate and distinct entity and cover shall be construed as applying to each person as though each had been insured separately

Asbestos - Fear of Asbestos Removal Costs Asbestos Financial Loss and Diminution of Property Valuation

The following changes are made to the Liability Section of the policy wording

DEFINITIONS

The definition of Injury is amended to read as follows:

2 FOR LIABILITY IN RESPECT OF INJURY TO AN EMPLOYEE

Injury means bodily injury and includes death and disease

FOR LIABILITY IN RESPECT OF INJURY TO PERSONS OTHER THAN AN EMPLOYEE

Injury means bodily injury mental injury and includes death and disease and Damage includes loss of

B EXTENSIONS

4 Health & Safety at Work Act

Provided Endorsement 2 is not operative the Insurers will indemnify the Insured and at the Request of the Insured any Employee or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work Act 1974 of the Health & Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of Insurance including costs and expenses incurred with the consent of the Insurers in a appeal against conviction arising from such proceedings

Provided that the Insurers shall not be liable for

A the payment of fines or penalties

B any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

5 Defective Premises Act

The Insurers will indemnify the Insured in the terms of this policy against legal liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of Injury or Damage occurring within a period of seven years from the expiry or cancellation of this policy

Provided that the Insurers shall not be liable under this sub-section

A if the Insured is entitled to indemnity under any other insurance

B for the costs of remedying

i any defect or alleged defect

ii the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Insured

C EXCEPTIONS

THE FOLLOWING EXCEPTIONS ARE ADDED BUT DO NOT APPLY TO LIABILITY IN RESPECT OF INJURY TO AN EMPLOYEE

- 9 a mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
- 9 b the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any Property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- 9 c Financial Loss of whatsoever nature directly or indirectly caused or contributed to or occurring by-
 - a) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
 - b) the release of Asbestos Dust
 - c) the exposure of persons buildings or property to Asbestos, Asbestos Dust or Asbestos Containing Materials

SECTION 4. LIABILITY TO EMPLOYEES

Section is only operative if cover is accepted by the Insured

THE COVER:

1. The insured is indemnified against the liability at law for damages and/or claimants' costs awarded by any court of law within the geographical limits in respect of accidental bodily injury (including death, disease or illness) to any employee caused during the period of insurance
 - a) Within the geographical limits
 - b) Elsewhere in the world in respect of commercial visits by the policyholder, any director of the policyholder or any non-manual employee normally resident within the geographical limits arising out of and in the course of employment by the policyholder in connection with the business.

The limit of indemnity for all damage and claimants' costs resulting from one original cause is £10,000,000.

If the insured dies having incurred any liability which is covered by this section we will indemnify the legal personal representatives of the insured provided that the legal personal representatives observe the terms of the policy as far as they can apply.

The insurance provided by this paragraph is in accordance with the provisions of any law relating to compulsory insurance of liability to employees within the geographical limits. The

EXCLUSIONS:

- *Liability of any director of the policyholder or any employee for which the policyholder would not have been entitled to indemnity if the claim had been made against the policyholder.*
- *Any legal liability directly or indirectly caused by or contributed to by
 - 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*
Where such liability is
 - i) *The liability of any principle*
 - ii) *Assumed by agreement unless the liability would have existed without the agreement**
- *Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of the insured.*

insured shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

2. We will pay costs and other expenses incurred, with our written consent, by the policyholder and, if the policyholder so requests, any director of the policyholder or any employee in the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, provided that the proceedings relate to
 - *Proceedings consequent upon any deliberate act or omission*
 - *Fines or penalties of any kind*
 - *Costs or expenses for which indemnity is provided by any other insurance.*
- i) the health and safety and welfare of any employee and
 - ii) an offence alleged to have been committed in or about the residential property during the period of insurance and in the course of the business.

Terrorism - Employers Liability Insurance

Applicable to Employers Liability Insurance in so far as it is contained within the Policy
The Terrorism Endorsement is added to Section 1 of the Liability Insurance Section of this Policy

Terrorism Endorsement

The total amount payable under Section 1 shall not exceed £5,000,000 in respect of any one Event arising directly or indirectly out of Terrorism

Subject to the terms Exclusions and Conditions of this Policy

SECTION 5. EMERGENCY ASSISTANCE

THE COVER:

1. Any reasonable costs that have to be paid for emergency repairs carried out by an experienced and competent contractor appointed by us.

The cost of overnight accommodation authorised by us if we agree that your home cannot be lived in following a home emergency.
- 2.

EXCLUSIONS:

- *Damage to walls, gates, hedges, fences, trees or plants unless there is an immediate risk of further damage to your home or to your health or that of any third party.*
- *Any emergency repairs that we did not authorise*
- *Central heating & boiler systems*

CLAIMS SETTLEMENT FOR COVER 5

In the event of any emergency, take any initial action that is necessary to protect your property and your health from damage such as switching off the gas, electricity and water.

Telephone the Emergency Assistance line and give us the "policy number/scheme number" and any other information that we may request.

How we settle claims for emergency assistance:

The most that we will pay for emergency repairs and overnight accommodation following a home emergency is the limit shown on your schedule inclusive of callout charges, parts, materials and VAT.

We will only make payments for emergency repairs direct to the contractor.

**This insurance does not cover gas leaks. All gas escapes are handled by British Gas Transco.
If you suspect a gas leak you should telephone British Gas Transco national emergency number: 0800 111 999.**

GENERAL CONDITIONS

CONDITIONS WHICH APPLY TO THE WHOLE POLICY:

1. **Precedent to Liability**

Liability under this policy is conditional on the observance of the terms and conditions of the policy and any endorsements attached.

2. **Your duty to prevent loss, damage or accidents**

The Policyholder must take all reasonable steps to keep the Property Insured in good repair. Any defect discovered must be made good as soon as possible and the Policyholder shall take any additional precautions necessary for the prevention of loss, damage or accidents as the circumstances may require.

3. **Transfer of interest**

The Policyholder may not transfer his interest in the Policy without Our written consent.

4. **Cancellation of the policy**

The Policyholder may cancel this Policy by giving Us thirty days' notice in writing provided an undertaking in accordance with Condition 12 is not in force. If the Policyholder cancels the Policy the Policyholder may be entitled to a refund of premium in accordance with the Company's usual short period scale provided that no Claim has been made during the current Period of Insurance.

We may cancel this Policy by giving the Policyholder thirty days' notice at the Policyholder's last known address. If We cancel the policy We will proportionately refund premium paid for the remainder of the current Period of Insurance.

5. **Change in risk**

This policy shall not be invalidated by any change in occupancy or increase in risk taking place in the properties insured provided the Policyholder gives Us immediate notice in writing and pays any additional premium that may be required from the date of the change in occupancy or increase in risk.

6. **Non-Invalidation**

This Policy shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Policyholder, provided the Policyholder, immediately they become aware thereof shall give notice to the Company and pay an appropriate additional premium if required.

7. **Capital Additions**

It is agreed that the insurance shall subject to its terms and conditions extend to cover the following property situate anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man providing it is not otherwise insured

- any newly erected and/or newly acquired Building and/or Contents
and

- alterations additions and improvements to Buildings and/or Contents but not in respect of any appreciation in value
provided that

The maximum liability of the Company under this clause shall not exceed £1,000,000 in respect of additional Building and Contents at any one Property Insured

We will hold covered until the renewal date of the insurance at which date specific insurance will be effected

8. **Designation of Property**

For the purposes of determining where necessary the item under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Policyholders' books.

9. Matching Sets

We will not pay for the cost of altering or replacing any undamaged item or parts or items forming part of a set or suite or other articles of the same type, colour or design.

10. Policy Voidable

This Policy will be voidable in the event of misrepresentation, misdescription or non disclosure of any material particular

11. Sale of the Property Insured

If at the time of any Damage to any Building insured the Insured has contracted to sell their interest in the Building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage providing the property is not otherwise insured

EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THE POLICY

1. Radioactive Contamination

Any loss or damage, legal liability expense consequential loss or bodily injury directly or indirectly caused by or arising damage or contributed to by:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it

2. War Risks

Any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Sonic Bangs

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

4. Data Recognition Exclusions

PROPERTY DAMAGE

Unless Damage results from a Specified Peril this insurance does not cover loss resulting from direct or indirect Damage caused by any Failure of a System resulting in Damage (whether direct or indirect) to any such System or to any other Property Insured

Definitions

For the purposes of this Exclusion

A. Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

- 1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- 2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

B. System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

C. Microchip includes integrated circuits and microcontrollers

D. Specified Peril shall mean to the extent that these are insured by this insurance

fire explosion lightning aircraft or other aerial devices or articles dropped therefrom earthquake riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons storm flood escape of water or oil from any tank or apparatus or pipe or impact by any road or rail vehicle or animal accidental escape of water from any automatic sprinkler installation theft subsidence ground heave or landslip and shall mean Defined Perils and include Perils covered (1 - 10 only) where the insurance uses such definitions

Subject otherwise to all the terms Exclusions and Conditions of this Policy

PROPERTY OWNERS LIABILITY

The indemnity will not apply to any liability of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System

Definitions

For the purposes of this Exclusion

- A. Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
 - 1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
 - 2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)
- B. System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation
- C. Microchip includes integrated circuits and microcontrollers

Subject otherwise to all the terms Exclusions and Conditions of this Policy

5. Water Table Level

Damage attributable solely to change in the Water Table

Electronic Risk Exclusion

Applicable to

- **Property Damage Insurance**
 - **Theft Insurance**
 - **Business Interruption Insurance**
 - **Book Debts Insurance**
 - **Outstanding Debit Balances Insurance**
 - **Consequential Loss Insurance**
- in so far as they are contained within this Policy**

Any Data Recognition Exclusion applying to the above covers is deleted

The following Electronic Risk Exclusion is added

Notwithstanding anything stated herein to the contrary and subject always to the terms Exceptions Exclusions and Conditions of the Policy this insurance does not cover loss resulting from

- A) Damage to Data which shall include but shall not be limited to
 - 1) Damage to or corruption of Data whether in whole or in part
 - 2) unauthorised appropriation of use of access to or modification of Data
 - 3) unauthorised transmission of Data to any third parties
 - 4) Damage arising out of any misinterpretation use or misuse of Data
 - 5) Damage arising out of any operator error in respect of Damage

- B) Damage arising directly or indirectly from
- 1) the transmission or impact of any Virus
 - 2) unauthorised access to a System
 - 3) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
 - 4) Failure of a System
 - 5) anything described in A) above

but in respect of B)1) B)2) B)3) and B)4) this shall not exclude subsequent Damage which itself results from any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

Definitions

Damage - means loss or destruction or damage

Data - means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Failure of a System - means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities.

System - includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Microchip - a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

Virus - programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

Electronic Risk Exclusion

Applicable to Liability Insurance

1 The Data Recognition Exclusion applying to this Policy is deleted

2 Definitions

It is agreed that

A) the Definition of Property contained in this Policy is amended as follows

Property shall mean material property but shall not include Data

B) a new Definition is added to this Policy

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Subject to the terms Exclusions Exceptions and Conditions of the Policy

This Terrorism endorsement will apply in respect of all properties held in the title of a non private individual

Terrorism Exclusion

Wherever the Special Provision - Terrorism appears in this policy it is deleted

Wherever the Northern Ireland Exclusion or any existing Terrorism Exclusion appear in this Policy (other than in respect of Liability Insurance if insured) they are deleted and the following is added

This insurance does not cover Damage or loss resulting from Damage occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- and
- b) in Northern Ireland civil commotion

This policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of Terrorism

Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Insured

This Terrorism endorsement will apply in respect of all residentially occupied properties held in the Insured's title of private individuals

Terrorism-Chemical Biological and Radiological Contamination Exclusion

This policy does not cover any loss damage liability cost or expense of any kind directly or indirectly caused by resulting from or in connection with any act of terrorism

For the purposes of this exclusion terrorism means the use or threat of use of biological chemical and/or nuclear force or contamination by any person(s) whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear

This policy does not cover any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity or from the combustion of any radioactive material
- b) chemical and/or biological and/or radiological irritants contaminants or pollutants

CONDITIONS WHICH APPLY IN THE EVENT OF A CLAIM

1. NOTIFICATION OF A CLAIM

You must notify Us when You become aware of a claim under Your Policy as soon as possible. If there has been theft, attempted theft or vandalism or any malicious act you must tell the Police as soon as possible.

You must at Your expense provide Us with all details and evidence We reasonably request, including written estimates and proof of ownership and value. Do not dispose of any damaged items until We have had an opportunity to inspect them. Any writs, summons, other legal documents, letters of claim or other correspondence served on You in connection with a claim must be sent to Us as soon as possible. You must not answer this correspondence without Our written consent. We will not normally withhold Our consent.

You must give Us whatever information or assistance We reasonably request and must not admit, negotiate or promise to pay any claim without Our written consent.

No property may be abandoned to Us

Notification to N W BROWN INSURANCE BROKERS LIMITED is deemed to be notification to Us

2. FRAUD

If a claim is fraudulent in any respect or it fraudulent means are used by the Insured or anyone acting on their behalf to obtain benefit under this insurance or if Damage is caused by the wilful act or with the connivance of the Insured all benefit under this insurance will be lost

3. OTHER INSURANCE

Where a claim is covered under Your Policy and this claim is covered by any other insurance, We will only pay Our rateable proportion

4. SUBROGATION

Before or after We pay Your claim under Your Policy, You must, if We ask, take or allow Us, to take in Your name, all the steps needed to enforce Your rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person's name.

We will pay any reasonable costs and expenses involved

5. ARBITRATION

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

NOTICE OF INTERESTS

The interest of the owners leaseholders mortgagees or other interested parties in each individual property insured by this Policy is noted and extent of such interest to be disclosed in the event of loss.

COMPLAINTS PROCEDURE

Any enquiry or complaint you may have regarding your policy may be addressed to N W Brown who have arranged this Policy on your behalf.

Please have ready the details of your policy and in particular your policy number to help your enquiry be dealt with speedily.

If you are not entirely satisfied with the way in which a complaint is dealt with, please write to the Chief Executive of the Company at its head office (at the address shown on your policy).

Should you remain dissatisfied you can approach the Association of British Insurers for assistance. The address and telephone number of the London Headquarters are as follows:

Association of British Insurers
1 Gresham Street
London
EC2V 7HQ
Telephone: 0171 600 3333

The Association can also be contacted at one of its regional offices which can be found in local telephone directories.

INSURANCE COMPANIES (THIRD INSURANCE DIRECTIVES) REGULATIONS 1994

CHOICE OF LAW

We the Insurer and you the Insured are entitled to choose the law applying to the insurance contract.

We propose the following shall apply to the contract

1. The law applying to that part of the UK, Channel Islands, or Isle of Man in which you or (if applicable) the first named policyholder lives: or
 2. Failing the application of the above, the law of England and Wales
- In the absence of any written agreement to the contrary, the law proposed by us shall apply.