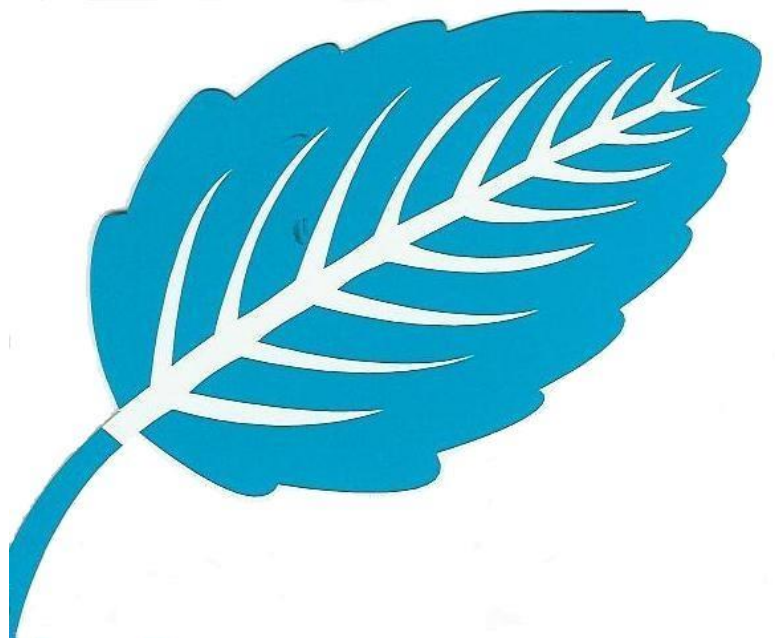


Beech Underwriting

Residential & Commercial Property Owners

Policy Wording



In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage you sustain or legal liability you incur for accidents happening during the period shown in the schedule.

When drawing up this certificate, we have relied on the information and statements which you have provided in the proposal form on the date shown in the schedule.

The insurance relates ONLY to those properties which are shown in the schedule as being included.

Certification and extent of policy coverage

This is to certify that in accordance with the authorisation granted under Contract Number 'B1262BW0043416' to Beech Underwriting Agencies Ltd by various insurers stated in the endorsement entitled 'Identity of Insurers' whose proportionate liability will be detailed on request, hereafter referred to as Insurers, and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Provided always that:

Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf; this Policy insures only in respect the sections specified in the Policy Schedule.

This Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

Several Liability

The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscription of any co-subscribing insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Misrepresentation, Misdescription or Non Disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including.

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \text{premium charged} / \text{premium that would have been charged if You made a fair presentation of the risk all multiplied by 100}$

Fraud

If You make a fraudulent claim under this Policy the Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Insurers may recover from the Insured any sums that the Insurers have already paid to the Insured in respect of the fraudulent claim. The Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act.

Conditions, Conditions Precedent & Warranties

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

"If you breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Your Right to Cancel

You have the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that You will have received the Policy document upon the day following the date it was posted to the Insured by first class post.

If You do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the Schedule, and no liability whatsoever shall attach to the Insurers in respect of the Policy.

If You do not exercise Your right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the Schedule. You will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at Your written request. Insurers reserve the right not to allow a return of premium.

To exercise Your right to cancel, contact the broker who arranged this cover for YOU

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary this insurance Policy shall be subject to English Law.

The indemnity provided by this Policy shall apply only to judgements against the Insured in the Courts of Law of England and Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and not to judgements obtained elsewhere nor to Judgements or orders obtained in the said courts for enforcement of foreign judgements whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

The Law that Governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Insurers to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

This Policy should be kept in a safe place - you may need to refer to it if you have to make a claim. It is recommended that you retain details of your Employers Liability policy/certificates for at least 40 years.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The first 90% of every claim is protected without any upper limit. You can get further information about the compensation scheme arrangements from the FSCS or by visiting their website at www.fscs.org.uk.

Introduction

This policy of insurance, schedule and any endorsement applying to your policy forms your property Insurance document.

This document sets out the conditions of the contract of insurance between you and us.

Please contact your broker immediately if this document is not correct.

Wherever the following words appear in this insurance they will have the meanings shown below.

Accidental Damage Damage caused by violent, unforeseen, external and visible means

Bodily Injury Damage to persons caused by accident or disease

Buildings

The main structure of the **property**
landlords fixtures and fittings attached to the **property**
interior decorations
outbuildings, annexes, gangways and extensions
permanently fitted central heating/fuel tanks, septic tanks and cesspits
drives, patios and terraces, walls, gates, paths, fences and fixed fuel tanks

you own or for which you are legally liable within the **premises** named in the **schedule**.

Buildings do NOT include:

radio and television aerials, satellite dishes, their fittings and masts
which are attached to the **property**
carpets

Computer virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

Contents

Landlord **contents**, within the property, which you own or which you are legally liable for.

Contents includes:

- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the property
- Contents of common parts, furniture, furnishings, appliances all belonging to the insured or for which the insured is responsible whilst contained within the **buildings**
- Carpets, but not permanently fitted flooring

Contents does NOT include:

- Any part of the buildings
- Any property insured under any other insurance
- Any contents or personal belongings of tenants or employees.

Electronic data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Property

The **buildings** built of **standard construction** at the **premises** shown in the schedule.

Premises

The address (s) which is named in the schedule.

Standard construction

Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

General Conditions applicable to the whole of this insurance

It is a condition of this policy that:

1. That the insured property is adequately protected and secure at all times.
2. All external doors to be fitted with five lever mortice deadlocks or similar security locks or fastenings and all opening windows to be fitted with window locks or double glazing.
3. All protections provided for the security of the property, including all alarm systems and locks, are maintained in good working order and are in full and effective operation.
4. All reasonable steps must be taken to prevent loss, damage or accidents and keep the property in a good state of repair.
5. You must provide us with reasonable evidence of value or age (or both) for all items involved in a claim.
6. You must not dispose of any damaged items before we have had the opportunity to inspect them unless you have been advised by us to dispose of them.
7. You must immediately inform us if any structural changes are to be made at the property unless this has already been disclosed to us on the proposal form, if the property is to be demolished or if the property becomes subject to compulsory purchase.
8. You must notify us, by way of a signed claim form, of all incidents that may give rise to a claim, this must be no later than 90 days from the date of the incident, if the incident is as a direct result of loss, theft or any malicious act you must report the incident to the police within 24 hours of the incident and then obtain a crime reference number.
9. If any claim is fraudulent or intentionally exaggerated or if any false or misleading statement is given by you or your representative then your claim will be void and not paid.
10. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim your claim will be void and not paid.
11. We or our representatives will be entitled to enter the property or any building where any loss or damage has occurred and deal with the claim, we will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, we may do this in your name and for our benefit but at our expense.
12. We will not pay any claim if any loss, damage or liability covered under this insurance is also covered beyond the amount which would have been covered under such other insurance had this insurance not been effected.
13. You must forward to us, by registered post and within 3 working days, any writ, summons or other legal document served on you in connection with a claim or possible claim, you must not answer any correspondence, admit, deny or negotiate any claim without our prior written consent.
14. This policy is subject to English Law and any disputes in connection with this policy will be subject to English courts, if there is any dispute as to which law applies, it will always be English Law.
15. You must comply with all regulations/statutory conditions regarding the letting of the property/ies including, but not limited to –
 1. the number of persons legally allowed to reside at the property/ies
 2. compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
 3. having minimum legal number of smoke detectors/fire extinguishers/fire blankets installed and in full and effective operation at the property/ies.

16. You must ensure that all gas appliances fitted at the property/ies are serviced by a CORGI registered individual not more than one calendar year from the date they were last serviced. Thereafter you must have them serviced at least once every twelve months. You must keep in your possession the original dated receipts for all the servicing operations of each individual appliance (including any servicing prior to inception of this insurance) for a period of 24 months. You will have to produce them for our inspection if we ask for them.
17. Throughout the period of insurance you must have an electrical certificate which is not more than 5 years old issued by an NICIEC member for the property/ies which confirms the entire electrical system is in a good state of repair
18. You must immediately (and in any event within 10 days) inform us of any change in the type of tenant/s at the property/ies, from that last disclosed to us, or if the property/ies becomes unoccupied, or the property/ies are not re-let within 30 days for whatever reason, or the property/ies become illegally occupied, or your policy will be void. Where property/ies are/become unoccupied, the following conditions will apply:
- It is warranted that the Insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
 - **Property** must be maintained in a good condition
 - All letter boxes and other similar openings to be sealed
 - All loose material to be kept clear of the **property**
 - Cover is restricted to Fire, Lightning, Explosion, Earthquake and aircraft and other flying devices falling from them.
 - Minimum excess applicable £250.00
19. Cover in respect of escape of water or burst pipes shall only apply provided that the property is fitted with central heating and that the heating is left on during the period 1st November to 1st April so as to maintain a temperature within the property of 58 degrees fahrenheit or 15 degrees centigrade, or the water be turned off at the mains and the water system be drained.
- 20. Cancellation clause**
This policy may be cancelled at any time by giving you 14 days notice in writing to your last known postal address or your broker. You may cancel this policy by giving us 14 days notice in writing or 14 days notice in writing via your insurance broker. We will return a proportion of your premium on a pro rata basis (subject to 50% minimum premium), as long as no claim has been made or reported during the period of insurance.

Buildings

We cover loss or damage directly caused to the buildings of the property by the following insured events:

Insured events

1. **Fire, lightning, explosion or earthquake**
2. **Storm or flood**, excluding:
 - Loss or damage to fixed fuel tanks in the open, drives, patios, terraces, gates, hedges, fences or railings
3. **Escape of water from any fixed appliance, pipe or tank**, excluding:
 - Loss or damage caused by faulty workmanship, wear or tear or any gradually operating cause.
 - Loss or damage caused by subsidence, heave or landslip
4. **Escape of oil from any fixed appliance, pipe or tank**, excluding:
 - damage caused by faulty workmanship
 - damage caused by wear tear or any gradually operating cause
5. **Theft or attempted theft**, but only if consequent upon:
 - forcible and violent entry to or exit from the property
6. **Riot, violent disorder, strike, labour disturbance, civil commotion or by any person acting of malicious intent.**
7. **Collision or impact with the property by aircraft, animals or vehicles**, excluding:
 - if owned by you or the tenants
8. **Falling trees or branches, lampposts or telegraph poles**, excluding:
 - Loss or damage caused by trees being cut down or cut back at the property
 - Loss of or damage to gates and fences
9. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**
10. **Subsidence, landslip or ground heave of the site on which the buildings stand**, excluding:
 - Damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the property is affected at the same time, and by the same peril.
 - Damage caused by coastal or river erosion
 - Damage caused whilst the property is undergoing any structural repairs, alterations or extensions
 - Damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement or newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship
 - Damage to solid floor slabs unless the foundation of the external walls of the property are damaged at the same time and by the same cause
 - Loss or damage if the property has previously suffered damage by subsidence, landslip or ground heave, unless you have disclosed this and it has been accepted in writing by us

Additional Cover: Following loss or damage by any of the insured events, we will provide cover for:

- 11. Underground services** – we will also provide cover for damage caused by external and visible means from a single identifiable event to any underground water or gas main, sewer or drain pipe, underground electricity or telephone cable, all of which extend from the **property** to the public supply and for which you are legally liable, but not for drainage to any land drainage pipe or the cost of clearing any blocked drain, drainage or sewer pipe.
- 12. Additional expenses** – we will also provide cover to pay the necessary and reasonable expenses (up to a limit of 25% of sums insured) that you incur following loss or damage to the **property** by an insured event in respect of removal debris, demolition, shoring or propping up, architects, surveyors, structural engineers or legal fees for complying with any government or local authority requirements, but not any fee for preparing a claim or estimate.
- 13. Loss of rent** – we will also provide cover, up to 25% of the **building** sum insured, if the **property** becomes uninhabitable following loss or damage caused by any insured event for the amount of rent due to be paid to you which is lost, but only in respect of the period reasonably necessary to repair the **property**.
- 14. Index linking** – we will increase your sum insured each year in line with the Rebuilding Cost Index produced by the Royal Institute of Chartered Surveyors.
- 15. Landscaped Areas** – we will pay the cost of restoring landscaped areas following damage caused by the Fire Brigade or other emergency services attending the **premises** following damage to the **property** insured under this section up to a maximum of £5,000.
- 16. Increased Metered Water** – we will provide cover for increased water charges you have to pay following an escape of water which gives rise to a claim, but not for more than £750 in anyone period of insurance.
- 17. Mortgagees, Freeholders and Lessors Clause** – the act or neglect of any mortgagor or leaseholder or lessee or occupier of any **Building** insured by this section where the risk of Damage is increased without the authority or knowledge of any mortgagee or freeholder or lessor will not prejudice the interest of the latter party(ies) in this insurance provided they notify the Insurers immediately on becoming aware of such increased risk and pay an additional premium if required.
- 18. Non Invalidation** – the insurance by this section will not be invalidated by any act or omission or by any alterations whereby the risk of Damage is increased, either with or without the knowledge of the Insured, provided that the Insured advises the Insurers as soon as reasonably practicable or upon becoming aware of such alteration and pays any additional premium required.
- 19. Contract Purchaser** – where the insured contracts to sell the interest in any **building** insured by this policy, the contract purchaser will have benefit of the **buildings** section of the policy until the sale is completed or the insurance ends, whichever is sooner, but not if the **buildings** are insured under any other insurance.

Settlement of claims

1. If your claim for loss or damage is covered under section one, we will pay the full cost of repair as long as:
 - The buildings were in a good state of repair immediately prior to the loss or damage and
 - The sum insured is enough to pay for full cost of rebuilding the **buildings** in their present form and
 - The damage has been repaired or loss has been reinstated

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the buildings were in good repair.

2. The excess shown in the schedule will be the amount deducted from each and every claim agreed by us.
3. We will not pay the cost of replacing or repairing any undamaged parts of the **building** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
4. We will not reduce the sum insured under section one after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage
5. If you are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than your sum insured for the **buildings**, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding the **buildings**, we will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the sum insured for each **premises** shown in the schedule.

Landlords Contents

We cover loss or damage directly caused to the landlords **contents** of the property by the following insured events:

Insured events

1. **Fire, lightning, explosion or earthquake**
2. **Storm or flood**, excluding:
 - Contents in the open
3. **Escape of water from any fixed appliance, pipe or tank**, excluding:
 - Loss or damage caused by faulty workmanship, wear or tear or any gradually operating cause.
4. **Escape of oil from any fixed appliance, pipe or tank**, excluding:
 - damage caused by faulty workmanship
 - damage caused by wear tear or any gradually operating cause
5. **Theft or attempted theft**, but only if consequent upon:
 - forcible and violent entry to or exit from the property
6. **Riot, violent disorder, strike, labour disturbance, civil commotion or by any person acting of malicious intent.**
7. **Collision or impact with the property by aircraft, animals or vehicles**, excluding:
 - if owned by you or the tenants
8. **Falling trees or branches, lampposts or telegraph poles**, excluding:
 - Loss or damage caused by trees being cut down or cut back at the property
9. **Breakage or collapse of satellite television receiving equipment or television and radio aerials**
10. **Subsidence, landslip or ground heave of the site on which the buildings stand**, excluding:
 - Damage caused by coastal or river erosion
 - Damage caused whilst the property is undergoing any structural repairs, alterations or extensions
 - Damage caused by the normal bedding down, settlement or expansion or contraction of new structures, the settlement or newly made up ground or compaction of infill, demolition, defective design, faulty materials or inadequate construction of foundations, or faulty workmanship
 - Loss or damage if the property has previously suffered damage by subsidence, landslip or ground heave, unless you have disclosed this and it has been accepted in writing by us

Settlement of claims (Landlords Contents)

1. If your claim for loss or damage is covered under section two, we will decide whether to repair or replace any item that is lost or damaged, if it cannot be repaired or replaced we will pay the cost of an equivalent replacement. For total loss or destruction of any item we will pay the cost of replacing the item as new, but only if the new item is as close as possible to but not an improvement on the original item and we have authorised the replacement. We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **contents** were not in good repair.
2. The excess shown in the schedule will be the amount deducted from each and every claim agreed by us.
3. We will not reduce the sum insured under section two after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.
4. If you are under insured, which means the cost of replacing the contents at the time of loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of replacing the Contents, we will only pay one half of the cost of repair or replacement.

Property Owners Liability

This section of the policy only applies to any property/ies stated in the schedule.

We will cover you for your legal liability as property owner for any amounts you become legally liable to pay as damages for bodily injury or damage to property caused by an accident happening at the property during the period of insurance.

The most we will pay for any one accident or series of accidents arising out of any one event is **£2,000,000**, unless shown differently in the schedule of cover, plus the costs and expenses which we have agreed in writing.

We will not cover you for any liability:

1. For **bodily injury** to you, any member of your family or any person who at the time of sustaining such injury is engaged in your service or employed by you
2. For **bodily injury** arising directly or indirectly from any communicable disease or condition
3. Arising out of any criminal or violent act to another person
4. For damage to **property** owned by or in the charge or control of you, any member of your family or any person engaged in your service or employed by you
5. Arising directly or indirectly out of any profession, occupation, business or employment, other than your direct liability as a landlord to your tenant/s
6. Which you have assumed under contract and which would not otherwise have attached
7. Arising out of your ownership, possession or use of:
 - Any motorised or horse drawn vehicle, other than domestic gardening equipment used at the property.
 - Any power-operated lift.
 - Any aircraft or watercraft other than manually operated rowing boats, punts or canoes, any Animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991.
8. In respect of any kind of pollution and/or contamination other than caused by sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time at the property during the period of insurance and is reported to us, in writing, no later than 30 days from the end of the period of insurance;
In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
9. Arising out of your ownership, occupation, possession or use of any land or **building** that is not within the **premises** stated in the schedule
10. If you are entitled to indemnity under any other insurance, (until such insurance(s) is/are exhausted).

General Exclusions applicable to the whole of this insurance

We will not cover:

a) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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.

b) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

d) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

e) Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth diseases, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, subsidence or heave.

f) Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any physical loss or damage to insured property
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

g) Diminution in value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

h) Contractors

We will not pay for any loss, damage or liability arising out of the activities of contractors, for the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the property, including where you are working in your capacity as a professional tradesman.

i) Electronic Data Exclusion

We will not pay for

Loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic data** from any cause whatsoever (including but not limited to **Computer virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should **Electronic data** processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **Electronic data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to

the value of such **Electronic data** to the **Insured** or any other party, even if such **Electronic data** cannot be recreated, gathered or assembled.

j) Asbestos Exclusion

This insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Endorsements

The following clauses apply only if they are mentioned in the schedule.

1. Alarm clause

This insurance does not cover theft unless:

- a) at all such times the intruder alarm has been put into full and effective operation, and
- b) the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with the installing company.

2. Non-standard construction clause

It is agreed that the property is not of standard construction.

3. Minimum security clause

This insurance does not cover theft from the private dwelling of the property unless the undernoted minimum protections are fitted.

External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621).

Patio Doors: In addition to a central locking device, key operated bolts to top and bottom opening sections.

Windows: Key operated security locks to all ground floor and other accessible windows.

4. Subsidence, heave or landslip exclusion clause

Subsidence or heave of the site upon which the buildings stand or landslip is not covered by this insurance.

5. Flood exclusion clause

Section one (buildings) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes.

6. Flat Roof Warranty

It is warranted that all flat roof sections be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and a certificate issued confirming the roof section is in sound weather proof condition.

7. Additional security clause

It is warranted that the premises shall be boarded, shuttered or grilled in respect of all ground floor accessible doors and windows.

8. Escape of Water

Cover in respect of escape of water or burst pipes shall only apply provided that the property is fitted with central heating and that the heating is left on during the period 1st November to 1st April so as to maintain a temperature within the property of 58 degrees fahrenheit or 15 degrees centigrade, or the water be turned off at the mains and the water system be drained.

9. Illegal entry and security

It is a condition of the policy that the **property** to be insured is secured against illegal entry, and all accessible windows and post boxes are to be boarded up

10. Unoccupied Endorsement

Conditions Applicable

1. It is warranted that the Insured or his representatives visit the **premises** for internal and external inspection purposes at least once every 14 days, a record of all such inspections to be kept and any defects revealed by such inspections remedied immediately.
2. **Property** must be maintained in a good condition
3. All letter boxes and other similar openings to be sealed
4. All loose material to be kept clear of the **property**
5. Cover is restricted to Fire, Lightning, Explosion, Earthquake and aircraft and other flying devices falling from them.
6. Minimum excess applicable £250.00

Notice to the insured

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

Beech Underwriting Agencies Ltd, 12-13 Starnes Court, Union Street, Maidstone, KENT ME14 1EB
Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

If You are unhappy with the final decision made by Your Insurer, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.