



POLICY WORDING

PROPERTY INSURANCE FOR LEASEHOLDERS



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Important Information

About Your Policy

This policy has been arranged by YOUR broker Arthur J. Gallagher Insurance Brokers Limited.

Arthur J. Gallagher Insurance Brokers Limited in some circumstances may be authorised to handle claims on insurer(s) behalf, appoint Loss Adjusters and approve settlement of some claims.

Arthur J. Gallagher Insurance Brokers Limited are registered in Scotland. Company Number - SC108909

Registered Office Address –

Spectrum Building,
55, Blythswood Street,
Glasgow,
G2 7AT.

Authorised and regulated by the Financial Conduct Authority.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurer(s) stated in the SCHEDULE.

The Insurer(s) have delegated authority to Pen Underwriting Limited to underwrite insurance for YOU on their behalf and handle claims in some circumstances.

This policy wording explains the insurance provided under this contract. The policy is a contract between YOU and the insurer(s). Any reference in this document to 'WE', 'US', 'OUR' or the 'Insurer(s)' is a reference to the insurer(s) stated on the SCHEDULE. Any reference in this document to 'YOU', 'YOUR', or the 'INSURED' is a reference to the insured stated on the SCHEDULE.

Each Section may include terms, definitions conditions and exclusions unique to the section which should to be read in conjunction with the policy definitions, conditions and exclusions.

An ENDORSEMENT forms an addition to the section and varies the insurance provided by the section.

The SCHEDULE or appendix and any ENDORSEMENT should be read together for precise details of YOUR insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects YOUR circumstances and that the cover provided suits YOUR requirements.

YOU should pay particular attention to any terms conditions limits and exclusions including ENDORSEMENTS which may require YOU to take action.

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493).

Registered Office:

The Walbrook Building,
25 Walbrook,
London
EC4N 8AW

Registered in England and Wales. Company Number: 5172311.

www.penunderwriting.co.uk



Tom Downey, Chief Executive - Pen Underwriting

Identity of Insurer(s)

The insurer(s) whose identity is stated in the ENDORSEMENT entitled 'Identity of Insurers' within YOUR SCHEDULE.

How to Make a Claim

See the section of this policy wording entitled Claims Conditions.

Telephone the Pen Underwriting claims team:

From within the UK 03330 107 190

From outside of the UK +44(0) 3330 107 190

Confirm YOU are a leaseholder of the Local Authority named on your SCHEDULE and that cover is via Arthur J. Gallagher Insurance Brokers Limited and they will be able to advise and assist YOU.

Service Commitment to You

It is always the intention to provide a highly professional level of service. However it is appreciated that occasionally things do go wrong.

If YOU have any questions or concerns about YOUR insurance in the first instance YOU should contact the Local Authority as shown in YOUR SCHEDULE. If they are unable to answer YOUR question this will be passed to YOUR broker who arranged this policy.:

Arthur J. Gallagher Insurance Brokers Limited
Eastwood House
1st Floor
Glebe Road
Chelmsford
Essex
CM1 1QW

Telephone: +44(0)1245 341200

Our Complaints Process

In our experience at Pen Underwriting many problems can be resolved by speaking to the staff directly responsible for the handling of YOUR policy or claim. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When YOU contact us we promise to;

- fully investigate YOUR complaint
- keep YOU informed of progress
- learn from our mistakes
- use the information from YOUR complaint to proactively improve our service in the future.

At Pen Underwriting, it is always our intention to provide a highly professional level of service. However, it is appreciated that occasionally things go wrong. In the majority of cases the agent who arranged the insurance will be able to resolve any concerns and YOU should contact them directly in the first instance.

Alternatively YOU can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting YOUR policy and/or claim number. We will investigate YOUR concerns and provide a response as soon as possible.

Address:
Pen Underwriting Limited Complaints
Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: +44(0) 141 2853539
Email: pencomplaints@penunderwriting.com

If YOU are not satisfied with the response to YOUR complaint YOU can also contact YOUR insurer(s), contact details can be found in the SCHEDULE.

Financial Ombudsman

Should YOU remain dissatisfied having received a Final Response to YOUR complaint and YOU fit the definition of an 'eligible complainant', YOU may then be able to refer YOUR complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate YOUR complaint to them.

The definition of 'eligible complainant' and the referral process can be found on the FOS Website.

Address:
The Financial Ombudsman Service
Exchange Tower
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

Financial Services Compensation Scheme

The providers of this insurance as defined in this policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations YOU may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the Claim.

YOU are covered for 90 per cent of the Claim without any upper limit. However, for compulsory classes of insurance YOU are covered for 100 per cent of the Claim without any upper limit.

Financial Services Compensation Scheme 10th
Floor Beaufort House
15 St Botolph Street
London EC3A 7QU

Telephone 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

The Law that governs this Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Data Protection

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

We may record telephone calls to help us monitor and improve the service we provide. For further information on how YOUR information is used and YOUR rights in relation to YOUR information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-Policy> . If YOU are providing personal data of another individual to us, YOU must tell them YOU are providing their information to us and show them a copy of this notice.

Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions).

Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

No insurers shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

Any Insurance Intermediary or broker who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to us in respect of any services provided to Pen or on Pen's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making license applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

The Insurance Contract

This document is a legally binding contract of insurance between YOU (the INSURED) and US (the insurer(s)). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. WE may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers property owners liability, loss or damage that occurs during any PERIOD OF INSURANCE for which YOU have paid, or agreed to pay the premium. The insurance is provided under the terms and conditions contained in this document or in any ENDORSEMENT applying to this document.

Fair Presentation of the Risk

A. YOU have a duty to make to US a fair presentation of the risk before:

- a) the inception of this policy;
- b) an alteration made to this policy, concerning changes in the risk which are relevant to the proposed alteration; and
- c) the renewal of this policy; and

B. In the event of a breach of such duty, if the breach is:

- 1. deliberate or reckless, WE may:
 - a) in relation to an alteration made to this Policy, (notwithstanding the references to notice period and the refunding of premiums in Policy Condition 9) by notice to YOU in writing at YOUR last known address treat this policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b) in relation to the inception or renewal of this policy, avoid this policy and refuse all claims and retain any premiums paid;
- 2. neither deliberate nor reckless, and WE would not have:
 - a) in relation to an alteration made to this policy, agreed to the alteration on any terms, WE may treat this policy as if the alteration was never made, but in that event WE:
 - i. will return any extra premium paid; or
 - ii. may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. WE will pay on such claim a percentage of what WE would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b) entered into this policy on any terms, WE may avoid this policy and refuse all claims but will return any premiums paid; or
- 3. neither deliberate nor reckless, and WE:
 - a) would have entered into this policy or agreed to the alteration made to this policy, but on different terms (other than terms relating to the premium), this policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if WE so require; and
 - b) in respect of an alteration made to this policy:
 - i. would have agreed to the alteration, but would have charged an increased premium by more than WE did or (in the case of an unchanged premium) would have increased the premium, WE may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

WE will pay on such claim a percentage of what WE would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item B. 3. a) above), based on the total premium actually charged compared to the premium that WE would have charged;

- ii. (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and WE would have increased the premium, would not have reduced the premium, or would have reduced it by less than WE did, WE may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

PROPERTY INSURANCE FOR LEASHOLDERS – IMPORTANT INFORMATION

WE will pay on such claim a percentage of what WE would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item B. 3. a) above), based on the total premium actually charged compared to the original premium if WE would not have changed it, and otherwise the increased or (as the case may be) reduced total premium WE would have charged.

- c) would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, WE may reduce proportionately the amount to be paid on a claim.

WE will pay on such claim a percentage of what WE would otherwise have been liable to pay (making provision for any different terms referred to in item B.3. a) above), based on the premium actually charged compared to the higher premium.

- C. WE shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by US) in relation to a breach of the duty to make to US a fair presentation of the risk.

Keeping Us Informed

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

Please let US know immediately of changes that affect what YOU have told US.

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

Definitions

Any word defined below will have the same meaning wherever it is shown in this document entirely in capital letters

Word	Meaning
ACCIDENTAL DAMAGE	Damage caused by external and visible means, other than a deliberate act by YOU or MEMBERS OF YOUR FAMILY, YOUR directors or EMPLOYEE/MEMBERS OF STAFF.
BLOCK OF FLATS	Any block or BUILDING converted into flats.
BODILY INJURY	Personal Injury, sickness, disease or death and shall include, but not be limited to, mental and or psychological injury and nervous shock.
BUILDINGS, BUILDING	<p>The structure of the house, bungalow, BLOCK OF FLATS (including FIXTURES AND FITTINGS) owned by YOU or for which YOU are legally responsible which has been declared to US and which WE have accepted under this insurance including:</p> <p>garages, greenhouses, sheds and outbuildings;</p> <p>patios, paved and decked areas, footpaths, roads, car parks, lamp posts, street furniture, drives, swimming pools but not their covers, hard tennis courts, fixed playground equipment and play areas, walls, fences and gates, drains, pipes, cables and underground tanks servicing the BUILDING.</p> <p>closed circuit security TV systems, security equipment, canopies, fixed signs and external lighting, aerials, satellite dishes and solar panels.</p>
COMPUTER SYSTEM	Any computer, hardware, software, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility, owned or operated by YOU or any other party.
CYBER ACT	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
CYBER INCIDENT	<p>a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or</p> <p>b) any partial or total disruption to, unavailability of, or failure to access, process, use or operate any COMPUTER SYSTEM or a series of such related events.</p>
CYBER LOSS	Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.

PROPERTY INSURANCE FOR LEASHOLDERS – DEFINITIONS

Word	Meaning
DATA	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored, by a COMPUTER SYSTEM.
DEFECT IN THE BUILDING	The failure in any BUILDING as a result of or caused by a fault in the original design or construction, or any subsequent design or construction amendments and additions, or any general deterioration or wear and tear or failure or defect as a consequence of poor or inadequate maintenance.
EMPLOYEE/MEMBER OF STAFF	Any: person under a contract of service or apprenticeship with YOU; a labour master and people supplied by him or her; person employed by labour-only sub-contractors; self-employed person; person hired from any public authority, company, firm or individual; or voluntary committee member, trustee or other voluntary worker; while working for YOU in connection with the BUSINESS.
ENDORSEMENT	A change to the terms of this document under ENDORSEMENTS shown in the SCHEDULE.
EXCESS	The first part of any claim that YOU must pay. Notwithstanding the above the EXCESS will apply to each individual UNIT which is owned or part owned or occupied by any shared owner lessee or their tenant
FIXTURES & FITTINGS	Fixtures and fittings of the property including:- Built-in furniture and built-in ovens and hobs, fixed glass and sanitary ware, pipes, ducts, tanks, wires, cables, switches, fires, boilers and storage heaters, all of which are permanently fixed. Wall, floor or ceiling coverings, (other than carpets), all of which are permanently fixed. Any of the above items awaiting permanent fixture to the BUILDINGS within a reasonable period of time.
GEOGRAPHICAL LIMITS	UNITED KINGDOM
INSURED	The organisation(s) and person(s) named on the SCHEDULE.
MEMBERS OF YOUR FAMILY	YOUR respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the private living accommodation with YOU.
MOTORISED VEHICLE	Any motorised vehicle which is licensed for use on a road or which has to be insured under any laws governing how motor vehicles are used. Including electrically, mechanically or power assisted conveyance, trailers, caravans, aircraft, hovercraft, watercraft or any parts or accessories for any of them (other than gardening equipment and pedestrian controlled equipment) used within the boundaries of the land belonging to the BUILDINGS.

PROPERTY INSURANCE FOR LEASHOLDERS – DEFINITIONS

Word	Meaning
ORNAMENTAL OR LANDSCAPED GARDENS	Any garden that is professionally designed, landscaped and tended.
OUR, US, WE	<p>The insurer(s) whose identity is stated in the ENDORSEMENT entitled 'Identity of Insurer(s)' within YOUR SCHEDULE who have delegated authority to Pen Underwriting Limited to underwrite insurance for YOU on their behalf and handle claims in some circumstances.</p> <p>For the purposes of claims management WE, OUR or US may also mean Arthur J. Gallagher Insurance Brokers Limited and/or Pen Underwriting Limited.</p>
PERIOD OF INSURANCE	This is the length of time covered by this insurance (as shown in the SCHEDULE) and any extra period for which WE accept YOUR premium.
POLLUTION OR CONTAMINATION	POLLUTION OR CONTAMINATION of BUILDINGS or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such POLLUTION OR CONTAMINATION.
REBUILDING COST	The cost of rebuilding all the BUILDINGS in the same way, size, style and appearance as when they were new. This includes fees and other costs and the cost of meeting Local Authority and other legal requirements.
RENT	Including but not limited to unitary charges, grants, fees, service charges and/or management charges.
RESIDENT	The part owner, lessee or tenant of any BUILDING and their respective spouse, partner, children (including adopted and foster children), parents or other relatives who reside in the individually leased UNIT with the lessee or tenant.
SCHEDULE	The document which describes details of YOUR insurance.
UNINHABITABLE	Unfit for human habitation due to Inadequate lighting, heating, water supply, cooking facilities, washing facilities, toilet facilities or effective drainage/sewage system or if the BUILDING is unstable, as defined under the Housing Act 1985.
UNIT	Each individual house, bungalow, flat, or apartment which form part of the BUILDINGS including common parts but only to the extent of YOUR interest as defined in the lease.
UNITED KINGDOM	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
UNOCCUPIED	Vacant, empty, untenanted or not in use.
YOU, YOUR	The INSURED stated on the SCHEDULE.

Buildings Section

YOUR SCHEDULE will show if this section applies.

What is covered	What is not covered (see also General Exclusions)
Buildings Loss or damage to the BUILDINGS caused by the following events occurring or commencing during the PERIOD OF INSURANCE:	The EXCESS shown in the SCHEDULE. The amount of the loss above the limit per BUILDING or block as shown in the SCHEDULE.
1. Fire, smoke, lightning, explosion, earthquake, subterranean fire	
2. Storm or flood	Loss or damage to fences and gates. Loss or damage to swimming pools, tennis courts, paved terraces, patios, footpaths, drives and foundations unless the main structure of the BUILDING is damaged by the same cause at the same time.
3. Freezing water in fixed water or fixed heating systems Water escaping from washing machines, dishwashers, fixed water or fixed heating systems including any tank, apparatus or pipe Oil escaping from a fixed heating system	Loss or damage to the appliance or system itself from which the water or oil escapes, except where the damage is caused by freezing. Loss or damage to swimming pools. Subsidence, landslip or heave caused by escaping water. Loss or damage occurring after the individually leased UNIT has been UNOCCUPIED for more than 35 consecutive days.
4. Riot, civil commotion, strike, labour or political disturbance	Any claim reported more than 7 days after the date of the incident.
5. Malicious Damage	Loss or damage caused by YOU or any person lawfully in the individually leased UNIT. Loss or damage occurring after the individually leased UNIT has been UNOCCUPIED for more than 35 consecutive days. The cost of removing graffiti. This does not apply to graffiti within the BUILDING.
6. Theft or attempted theft	Loss or damage caused by YOU or MEMBERS OF YOUR FAMILY, any of YOUR directors or EMPLOYEES/MEMBERS OF STAFF. Loss or damage occurring after the individually leased UNIT has been UNOCCUPIED for more than 35 consecutive days. loss or damage due to any person obtaining property by deception unless deception is used to gain entry to the BUILDING.

PROPERTY INSURANCE FOR LEASHOLDERS – BUILDINGS SECTION

What is covered	What is not covered (see also General Exclusions)
<p>7. Subsidence, heave or landslip of the site on which YOUR BUILDINGS stand.</p>	<p>The subsidence, heave or landslip EXCESS of £1,000 per UNIT or £2,500 per BUILDING, or shown in the SCHEDULE.</p> <p>Loss or damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, statues, fountains, playgrounds and play areas, car parks, walls, fences and gates, canopies and closed circuit TV systems, security equipment, fixed signs and external lighting unless the main structure of the BUILDINGS is damaged by the same cause and at the same time.</p> <p>Loss or damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of the BUILDINGS are damaged by the same cause and at the same time.</p> <p>Loss or damage caused by new structures bedding down, expanding or shrinking or the settling of newly made-up ground.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the BUILDINGS.</p> <p>Loss or damage caused by or as a result of the BUILDINGS being under construction demolished, altered or repaired.</p> <p>Loss or damage, which commenced before the inception of this insurance.</p>
<p>8. Falling trees or branches, including the cost of removing the fallen part of the tree or the complete tree if totally uprooted.</p>	<p>The cost of removing part or all of fallen trees unless damage has been caused to the BUILDINGS.</p>
<p>9. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	
<p>10. Impact by flying objects, vehicles, trains animals or aircraft or anything dropped from them.</p>	
<p>11. ACCIDENTAL DAMAGE</p>	<p>Damage caused by domestic pets.</p> <p>Damage caused by the BUILDINGS moving, settling, shrinking, collapsing or cracking.</p> <p>Damage caused by any process of cleaning, repairing, renovating or maintaining the BUILDINGS.</p> <p>Damage to swimming pools, tennis courts, patios, paved footpaths, roads, car parks, lampposts and drives.</p> <p>Loss or damage occurring after the individually leased UNIT has been UNOCCUPIED for more than 35 consecutive days.</p> <p>Loss or damage to the individually leased UNIT while it is lent, let or sub-let (in whole or in part).</p>

PROPERTY INSURANCE FOR LEASHOLDERS – BUILDINGS SECTION

What is covered	What is not covered (see also General Exclusions)
<p>12. ACCIDENTAL DAMAGE to drains, pipes, cables and underground tanks (including gradually operating tree root ingress) used to provide services to or from the BUILDINGS which YOU, or any of the RESIDENTS are legally responsible for.</p>	<p>Damage caused by or from movement, settlement or shrinkage of any part of the BUILDINGS or the land belonging to the BUILDINGS.</p>
<p>13. Accidental breakage of:</p> <p>glass in doors or windows</p> <p>ceramic hobs if fitted, sanitary ware</p> <p>Solar heating panels fixed to and forming part of the BUILDING or within the curtilage (meaning land immediately surrounding the BUILDING including any closely associated buildings and structures) of the insured property.</p>	<p>Loss or damage occurring after the individually leased UNIT has been UNOCCUPIED for more than 35 consecutive days.</p> <p>Loss or damage to the individually leased UNIT while it is lent, let or sub-let (in whole or in part).</p>

Extensions

What is Covered	What is not covered (see also General Exclusions)
<p>1 Emergency entries.</p> <p>Damage to the property caused by forced entry of Emergency Services</p>	<p>Damage as a result of actual or suspected criminal activities by the leaseholder or shared owner</p>
<p>2. Loss of RENT and other revenue and charges and cost of alternative accommodation.</p> <p>If the BUILDINGS are UNINHABITABLE due to damage to the same BUILDINGS by any of the events 1 - 13 of this section.</p> <p>Or</p> <p>if the BUILDINGS are UNINHABITABLE due to damage caused to property nearby by any of the events 1-13 of this section following instructions from the emergency services.</p> <p>Or</p> <p>if the BUILDINGS at any:</p> <ul style="list-style-type: none"> a) generating station or sub-station of a public electricity supply provider b) land based premises of the public gas supply or any national gas producer linked directly to them c) waterworks and pumping stations of a public water supply provider d) land based premises of any public telecommunications provider <p>from which the BUILDINGS obtain electricity, gas, water or telecommunication services are damaged by any of the events 1-13 of this section which results in the BUILDINGS being UNINHABITABLE,</p> <p>Or</p> <p>RENT and or costs of alternative accommodation if incurred as a result of denial of access to the BUILDING or part thereof by order or advice of Government, Local Authority or Emergency Services due to an emergency event in or within one mile of the boundary of the BUILDING that causes or threatens a danger or disturbance and where there is no loss or damage to the BUILDING.</p>	<p>Any amount above 25% of the REBUILDING COST of the UNIT (including FIXTURES & FITTINGS) owned by YOU or for which YOU are legally responsible which has been declared to US and which WE have accepted under this insurance.</p> <p>Any costs caused by any electricity, gas, water or telecommunications company cutting off or restricting YOUR supply other than as a direct result of loss or damage by any of the events 1-13 of this section</p> <p>Any costs due to the failure of YOUR electricity, gas, water or telecommunications supply caused by a withdrawal of labour at the electricity, gas, water or telecommunications company</p> <p>Any amount above £100,000 any one loss resulting from the same emergency event</p> <p>Any denial of access to the BUILDING or part thereof lasting less than 12 hours</p> <p>RENT and or costs of alternative accommodation where the cause of denial of access is due to YOUR non-compliance with a prior order of Government, Local Authority or Emergency Services</p>

PROPERTY INSURANCE FOR LEASHOLDERS – BUILDINGS SECTION

What is Covered		What is not covered (see also General Exclusions)
	<p>WE will pay for:-</p> <p>RENT YOU would have received but have lost</p> <p>Reasonable costs of comparable accommodation (including storage of contents and the cost of accommodation of domestic pets where not more specifically insured) incurred by YOU or the RESIDENT of the BUILDINGS during the period necessary to restore the BUILDINGS to a habitable condition.</p>	<p>Any amount in excess of £1000 in respect of alternative accommodation for domestic pets</p>
3.	<p>Metered water and oil.</p> <p>The cost of metered water for which YOU are legally responsible lost in the BUILDINGS following ACCIDENTAL DAMAGE.</p> <p>The cost of oil lost from the domestic heating installation for which YOU are legally responsible following loss or damage insured under this section to any part of the domestic heating installation.</p>	<p>Any amount above £25,000 for any one loss.</p>
4.	<p>Trace and access</p> <p>WE will pay the costs and expenses YOU pay with OUR written permission to find the source of any damage caused to the BUILDING by escape of water from a fixed water or heating system and then make good.</p>	<p>Where none of the events in 1 to 13 of the Buildings Section have operated, the most WE will pay is £6,000 any one BUILDING and in all during the PERIOD OF INSURANCE.</p>
5.	<p>Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the BUILDINGS or within the curtilage (meaning land immediately surrounding the BUILDING including any closely associated buildings and structures) of the insured premises.</p>	<p>Loss or damage more specifically insured under a contents policy.</p>
6.	<p>Loss or damage to ORNAMENTAL OR LANDSCAPED GARDENS caused by events 1, 5, 6, 7 and/or by the emergency services</p> <p>No EXCESS will apply.</p>	<p>Any amount above £10,000 any one loss.</p>

PROPERTY INSURANCE FOR LEASHOLDERS – BUILDINGS SECTION

What is Covered		What is not covered (see also General Exclusions)
7.	<p>Locks and keys</p> <p>If YOU or the RESIDENTS lose the keys to the doors of the BUILDINGS or to safes or alarms in the BUILDINGS or they are stolen, or there is ACCIDENTAL DAMAGE to the locks of the doors, safes or alarms, WE will either pay the cost of:</p> <p>changing locks and keys</p> <p>repairing locks if WE choose</p> <p>No EXCESS will apply.</p>	<p>Any amount above £1,500 any one BUILDING and in all during the PERIOD OF INSURANCE.</p> <p>Loss or damage caused by any process of repair or restoration.</p>
8.	<p>Removal of debris</p> <p>WE will pay the cost of removing debris, dismantling and/or demolishing, shoring up or propping, where damage has been caused to BUILDINGS by any of the events 1 - 13 of the Buildings Section.</p>	<p>Any costs or expenses incurred in removing debris except from the site of BUILDINGS destroyed or damaged and the area immediately adjacent to the site.</p> <p>Contents of the BUILDINGS.</p>
9.	<p>Public Authorities</p> <p>Following a valid claim under the policy, cover includes additional costs to reinstate the property to comply with European Union and public authority legislation (where necessary).</p>	
10.	<p>Workman's Clause</p> <p>Workmen are allowed to work in the BUILDINGS for the purpose of effecting and repair, minor additions and alterations and decorations without prejudice to this insurance.</p>	
11.	<p>Damage by squatters</p> <p>Subject to proof that damage occurred within the policy period only one EXCESS will apply per insured BUILDING.</p>	
12.	<p>Legal fees following occupation by squatters</p> <p>WE will pay for legal fees, incurred with our permission, which are necessary to repossess the BUILDING following occupation by squatters.</p>	<p>Any amount above £12,000 any one BUILDING and in all during the PERIOD OF INSURANCE.</p>

PROPERTY INSURANCE FOR LEASEHOLDERS – BUILDINGS SECTION

What is Covered	What is not covered (see also General Exclusions)
<p>13. Notice Of Interests</p> <p>(i) The interest of the freeholder, head lessee (if they are not the INSURED), the owner or lessee of each property, shared owners, leaseholders, mortgagees, security trustees (together with the financial institutions on whose behalf they are acting) or other interested parties in each individual BUILDING covered by this insurance is noted the extent of such interest to be disclosed in the event of loss.</p> <p>(ii) The interest of contractors and/or subcontractors working on any property owned by or YOUR legal responsibility is noted as far as may be required under contract.</p>	

Buildings Section

Exclusions

The following exclusions apply to Buildings	
1.	Loss or damage caused by anything that happens gradually.
2.	Loss or damage caused by corrosion, rust, wet or dry rot, shrinking, evaporation, dampness and wear and tear.
3.	The cost of correcting faulty workmanship or design or the cost of replacing faulty materials.
4.	Loss or damage caused by chemicals reacting with any materials which the BUILDINGS are built from.
5.	Loss or damage caused by pets, insects, or vermin.
6.	Loss or damage caused by frost.
7.	The cost of maintenance normal redecoration and preparation for occupancy.
8.	Consequential loss of any kind unless specified in the SCHEDULE.
9.	The cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other item can still be used and the loss or damage only affects one part of the set.
10.	Loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by YOU.
11.	<p>a) Loss or damage consisting of or caused directly or indirectly, in whole or in part, by any FUNGI or SPORES unless such FUNGI or SPORES are directly caused by or directly result from an event otherwise insured and not otherwise excluded under this Policy.</p> <p>b) The cost or expense for any testing, monitoring, evaluating or assessing of FUNGI or SPORES.</p> <p>For the purposes of this Exclusion:</p> <p>a) FUNGI shall mean any fungi, including (but not limited to) any form or type of mould, yeast, mushroom, mildew, bacteria or wet or dry rot, whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any FUNGI or SPORES or resultant mycotoxins, allergens, or pathogens.</p> <p>b) SPORES shall mean any spore, including (but not limited to) one or more reproductive particles or microscopic fragments produced by, emitted from or arising out of any FUNGI.</p>

Property Owners Liability Section

Cover

YOUR SCHEDULE will show if this section applies

What is covered	What is not covered (see also General Exclusions)
<p>1. YOUR legal responsibility to pay damages and/or costs to others awarded by any court of law within the GEOGRAPHICAL LIMITS occurring at the BUILDINGS which are the result of accidental BODILY INJURY to anyone or ACCIDENTAL DAMAGE to material property caused during the PERIOD OF INSURANCE</p> <p>a) arising out of a DEFECT IN THE BUILDINGS; or</p> <p>b) incurred by virtue of either Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any BUILDING formerly owned or leased by or the responsibility of YOU provided that at the time of the incident giving rise to the liability YOU had disposed of all legal title to and interest in the BUILDING</p> <p>In the event of this Section ceasing to apply to YOU as a result of the sale of such BUILDING, the indemnity under this paragraph b) shall apply to accidental BODILY INJURY or ACCIDENTAL DAMAGE to material property occurring during a period of 7 years from the date of such cessation but will not apply if the liability is covered under a more recently effected or current insurance</p>	<p>The amount of the claim above the limit of indemnity for all damages and claimant costs resulting from any single event during any PERIOD OF INSURANCE is the amount shown on the SCHEDULE.</p> <p>Liability arising directly or indirectly from:</p> <p>Loss or damage to property belonging to or held in trust by YOU;</p> <p>loss, injury or damage arising out of owning, possessing or using MOTORIZED VEHICLES</p> <p>demolition, erection or structural alteration of or addition to new or existing BUILDINGS or structures;</p> <p>an assault, alleged assault or a deliberate or criminal act by YOU or YOUR EMPLOYEE;</p> <p>the transmission of any communicable disease or virus by YOU</p> <p>Any legal responsibility of any resident as occupier (not as owner) of the BUILDING in which they are residing</p> <p>The cost of correcting any fault or alleged fault</p> <p>Any liability solely as occupier of the BUILDINGS</p> <p>Any legal responsibility YOU have under any agreement that YOU would not have if the agreement did not exist</p> <p>Any liability arising from owning vacant land awaiting development or sale.</p> <p>Any liability under paragraph 1b in respect of which YOU are entitled to indemnity from any other source</p>

PROPERTY INSURANCE FOR LEASEHOLDERS – PROPERTY OWNERS LIABILITY SECTION

What is covered	What is not covered (see also General Exclusions)
<p>2. Persons Entitled to Indemnity shall mean:</p> <ul style="list-style-type: none"> a) YOU b) YOUR personal representatives in respect of legal liability incurred by YOU 	
<p>3. WE will provide indemnity to any Person Entitled to indemnity in respect of:</p> <p>costs of legal representation at</p> <ul style="list-style-type: none"> a) any coroner's inquest in inquiry in respect of any death b) proceedings in any court arising out of any alleged breach of statutory duty, or criminal proceedings brought, or allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against YOU or any other insured party; <p>as a result of injury, loss or damage which may be the subject of indemnity under this section.</p> <p>WE will also pay:</p> <p>costs and expenses of appeal including appeal against improvement and prohibition notices incurred with OUR written consent</p> <p>prosecution costs awarded against the INSURED.</p> <p>all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred with OUR written consent.</p>	
<p>4. WE will also pay defence costs and other expenses YOU incur following OUR written permission.</p>	
<p>5. Cross Liability Clause</p> <p>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 INSURED as though each had been insured separately subject to the overall limit of indemnity shown in the SCHEDULE.</p>	

Conditions

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

General Exclusions

The Following Exclusions Apply to the Whole of Your Policy

This insurance does not cover:

1. Radioactive Contamination

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances this insurance does not cover loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance does not cover:

direct or indirect loss or damage to any property; any

legal liability;

costs and expenses; or

death or injury to any person;

caused by or contributed to, or arising from, the following.

Radioactive contamination from:

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or

the radioactive toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. Sonic Bangs

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

3. Pollution or Contamination

POLLUTION OR CONTAMINATION of air, water or soil unless the POLLUTION OR CONTAMINATION is directly caused by an event which is sudden, identifiable, unforeseen, unintended and unexpected. The whole event must happen at a specific moment of time and place and occur at the BUILDINGS during the PERIOD OF INSURANCE.

WE will not cover claims arising from POLLUTION OR CONTAMINATION which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from YOUR fixed water or heating systems or the escape of gases from heating appliances or fixed heating systems.

WE will not cover any POLLUTION OR CONTAMINATION claim which is reported more than 30 days after the PERIOD OF INSURANCE.

4. Cyber

- a) CYBER LOSS
- b) loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA; or
- c) the failure of any equipment to correctly recognise the date or a change of date.

WE shall not indemnify YOU for any action taken in controlling, preventing, suppressing or remediating a CYBER INCIDENT or a CYBER ACT.

5. Loss of Value

Loss of value after WE have made a claim payment.

6. War

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power

- i) Nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- ii) Any action taken in controlling preventing suppressing or in any way relating to i) above

7. Terrorism

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 concurrently or in any other sequence to the loss.

For the purpose 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 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 WE 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 YOU.

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

Policy Conditions

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

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy. Non-compliance with any such condition precedent may be a bar to any claim under the relevant Section (s) of this Policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.

This insurance shall not be prejudiced by any acts or omissions of the owner of the building, if YOU are not the owner thereof, or by any acts or omissions on part of sub-tenants or other tenants, when such acts or omissions are not within the control of the INSURED named herein.

1. Taking care

YOU must take all reasonable steps to prevent loss or damage to everything that is covered by this insurance. YOU must keep all BUILDINGS in good condition and in good repair.

Failure to meet this condition may invalidate YOUR insurance and thus OUR ability to handle any claim submitted to US.

2. Change in Risk

This insurance shall not be invalidated by any change in occupancy or increase in risk taking place in the BUILDINGS provided YOU give US immediate notice in writing and pay any additional premium that may be required from the date of the change in occupancy or increase in risk

3. Fraudulent Claims

In the event of any claim under the policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by YOU or anyone acting on YOUR behalf to obtain benefit under this policy, WE:

- a) shall not be liable to pay the claim;
- b) may recover from YOU any sums paid by US to YOU in respect of the claim;

and

- c) may (notwithstanding the references to notice period and the refunding of premiums in policy Condition 3) by notice to YOU in writing at YOUR last known address treat this policy as having been cancelled with effect from the time of the fraudulent act and may:

- i. refuse all liability to YOU under this policy in respect of any event that gives rise to OUR liability occurring after the time of the fraudulent act; and:
- ii. retain any premiums paid under this policy.

4. Non Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to or beyond YOUR control provided YOU give US notice in writing immediately YOU become aware and pay an appropriate additional premium if required

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 the statutory provisions currently in force. 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 US.

6. Transferring your interest in the Policy

You cannot transfer your interest in this insurance to anyone else without our written approval.

7. Multiple Insureds Clause

- i. It is noted and agreed that if the INSURED described in the SCHEDULE comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that OUR total liability to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or ENDORSEMENT stated in this insurance.
- ii. It is understood and agreed that any payment or payments by US to any one or more such insured parties shall reduce to the extent of that payment OUR liability to all such parties arising from any one event giving rise to a claim under this insurance and (if applicable) in the aggregate.

- iii. It is further understood that the insured parties will at all times preserve and enforce the various contractual agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- iv. It is further understood and agreed that we shall be entitled to avoid liability to any of the insured parties in circumstances of fraud, misrepresentation, non-disclosure or breach of any warranty or condition of this policy committed by that insured party each referred to in this clause as a Vitiating Act.
- v. It is however agreed that (save as provided in this Multiple Insured's Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- vi. WE hereby agree to waive all rights of subrogation howsoever arising which WE may have or acquire against any insured party arising out of any occurrence in respect of which a claim is admitted under this insurance except where the rights of subrogation or recourse are acquired in consequence or otherwise as a result of fraud or a deliberate Vitiating Act in which circumstances WE may enforce such rights notwithstanding the continuing or former status of the vitiating party as an INSURED.

8. Multiple Section Claims

If the insured event falls to be dealt with under more than one section of the policy the maximum deductible will be the highest EXCESS only.

9. Cancelling the Policy

This insurance may be cancelled by YOU within 14 days of receipt of the policy (this is known as the "cooling off" period). If YOU elect to cancel within this period YOU should return all documents to Arthur J. Gallagher Insurance Brokers Limited who must return such documentation to US and WE will refund the full amount of premium paid by YOU. If a claim has been made or an incident notified to US that could give rise to a claim during the "cooling off" period the insurance will be treated by US as in force and no refund of premium will be made.

YOU may cancel this insurance by giving US written notice. If YOU cancel the insurance, WE will refund part of the premium for the rest of the current PERIOD OF INSURANCE but only if YOU have not made a claim during the period.

WE may cancel this Insurance by giving YOU 14 days' notice at YOUR last known address. If WE cancel the insurance, WE will refund the premium YOU paid for the rest of the current PERIOD OF INSURANCE.

Claims Conditions

These are the conditions you will need to keep to as your part of the contract.

If anything happens which might lead to a claim, what YOU must do depends on what has happened. The sooner YOU tell US, the better. In some cases, there are other people YOU should contact first.

What To Do

If someone is holding YOU responsible for an injury or damage, YOU must not admit YOU were responsible. Tell US within 3 days and give US full details in writing as soon as YOU can. If YOU receive any writ, summons, letter of claim or other legal document, send it to US straight away without answering it.

If YOU are a victim of theft, riot or vandalism, tell the police within 24 hours of discovering the loss or damage and ask for an incident number or crime report number. Then tell US as soon as YOU can.

For any other claims, tell US as soon as possible but no more than 90 days after the date you should have known about the insured incident.

Rights and Responsibilities

WE may need to get into a BUILDING that has been damaged to save anything WE can and to make sure no more damage happens. YOU must help US to do this but YOU must not leave YOUR property with US, as OUR responsibility.

YOU must not admit, settle, reject, negotiate or promise to pay any claim without OUR written permission. WE will not unreasonably hold back OUR permission.

WE have the right, at OUR expense and in YOUR name to:

take over the defence or settlement of any claim;

start legal action in YOUR name to get compensation from anyone else; or

start legal action in YOUR name to get back from anyone else any payments that have already been made.

YOU must give US, and pay for, all the information WE reasonably ask for about any claim. YOU must also help US to take legal action against anyone or help US defend any legal action if WE ask YOU to.

How to Make a Claim

Telephone the Pen Underwriting claims team:

From within the UK 03330 107 190

From outside of the UK +44(0) 3330 107 190

Confirm YOU are a leaseholder of the Local Authority named on your SCHEDULE and that cover is via Arthur J. Gallagher Insurance Brokers Limited and they will be able to advise and assist YOU.

Follow the steps below

1. In an emergency, YOU should take any immediate action which YOU need in order to protect YOUR property from further damage, such as switching off the gas, electricity and water.
2. Check YOUR SCHEDULE and policy wording to see if YOU are covered for the loss or damage. Read carefully any conditions that may apply and the sections headed "what is not covered". Arthur J. Gallagher Insurance Brokers Limited will help YOU if YOU have any questions.

Any settlement will be subject to the deduction of any applicable policy EXCESS.

What WE will do.

(This will depend on the type of claim and the value involved.)

1. WE may be able to settle the claim from the information YOU have given US but WE may need to contact YOU for more information. It would help US if YOU keep records of property valuations and provide photographs of any significant damage before repairs are undertaken.
2. WE may need to send a Loss Adjuster to find out more about YOUR claim. A Loss Adjuster specialises in dealing with insurance claims. He or she will report to US. WE will pay any fee involved.

Buildings Section – Claims Settlement

1. How WE Settle Claims

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

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

In the event of a claim in respect of damage to common parts of building containing leasehold flats insured under this policy the claim will be settled, subject otherwise to the terms and conditions of this policy, by contributing to the cost of repair in the same proportion as the leasehold flats are as a part of the whole building.

2. The Most WE Will Pay

The most WE will pay for any one claim per BUILDING is:

- a) for Specified BUILDINGS as detailed in the ENDORSEMENT in the SCHEDULE.
- b) for all other BUILDINGS as detailed in the ENDORSEMENT in the SCHEDULE.
- c) the maximum WE will pay will not exceed the limit as specified in the ENDORSEMENT in the SCHEDULE.

3. If Repairs Or Replacement Are Not Carried Out

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

In the case of a total loss the BUILDING may be replaced on another site in a manner suitable for YOUR needs but this must not increase OUR liability

4. Building Regulations, Local Authority or Legal Conditions

WE will not pay the cost of meeting BUILDING regulations, local authority or legal conditions if YOU knew that YOU needed to meet any regulations or conditions and a notice was served on YOU before the damage happened. WE will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the BUILDINGS.

WE will not pay if the value of YOUR BUILDINGS is reduced because YOU have repaired or replaced the BUILDINGS.

5. Excess

WE will deduct the EXCESS from the amount WE pay YOU to settle YOUR claim

6. Reinstatement of Sum Insured

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

Other Insurance

If YOU claim under this insurance for something that is also covered by another insurance WE will only pay OUR share of the claim. YOU must give US full details of the other insurance.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this insurance either in whole or in part from contributing rateably OUR liability under this insurance shall be limited to that proportion of the damage which the sum insured under this insurance bears to the value of the property.

Subrogation

Any claimant under this insurance shall at OUR request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in YOUR name before or after any payment is made by US.