

## COMPREHENSIVE BUILDINGS



Insurance Policy

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## The Contract of Insurance

The Policy is a contract between the Policyholder and the Insurer. The Insurer will provide cover as described in the policy, and any endorsement, against loss, damage or legal liability which may occur during any period for which we have accepted a premium Insurers Allianz Insurance plc:  
**POLICY NUMBER SP/11068010**

### 1. Important

Please make sure you notify Ross & Liddell, in writing, if: -

- i. Anything happens to change the use or nature of your home
- ii. You do anything which may affect its rebuilding cost for example, extending the property

**Please note that the consent of Ross & Liddell must first be obtained before any alterations are made to the property.**

- iii. You leave your home unoccupied for more than 30 days Ross & Liddell will let you know any special conditions which apply to your insurance while you are away.

**The amount insured for buildings is index-linked, but you must ensure that at all times the amount insured represents the full rebuilding cost of your home.**

This cover applies only to fully completed properties.

## Definitions of Words

Certain words or phrases have the same meaning wherever they are used in the policy. These meanings are given here.

### 1. The policyholder/you

Ross & Liddell and any person or persons named and listed in Ross & Liddell's records as being insured by this policy.

### 2. We/Us/the Insurer

Allianz Insurance plc

### 3. Policy

The Master policy issued by the Insurer and held by Ross & Liddell.

### 4. Other Interests

The interests of any proprietor, lessor/landlord, debtor (other than the policyholder) or other person or party listed in Ross & Liddell's Insurance Records.

### 5. Ross & Liddell's Insurance Records

The details kept and maintained by Ross & Liddell for each home insured under this policy.

### 6. Schedule/Confirmation of Renewal

The Schedule form part of this policy and provides details of the Policyholder, the period of Insurance, the Property insured and any endorsements applicable and should, therefore, be retained.

### 7. Your household

You, members of your family living permanently with you and your domestic employees.

### 8. United Kingdom

Great Britain (i.e. England, Scotland, Wales, the Isle of Man, the Channel Islands) and Northern Ireland.

### 9. Building/Home

Unless more specifically described built mainly of brick, stone, concrete or other non-combustible materials. Includes communal television and radio receiving aerial, satellite dishes and related fittings, fuel tanks and ancillary equipment.

### 10. Your Home/Buildings/Property

The Private house or Self Contained Flat, or any other property accepted by Ross & Liddell for Insurance purposes under this Policy, and the fixtures and fittings, outbuildings, garages and greenhouses, all designed and used for domestic purposes only, swimming pools, hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, hedges and fences, lamp posts, street furniture, canopies, fixed signs, piping, ducting, cables, wires, systems for prevention of fire and theft and contents of common stairs all within the same site at the address shown in Ross & Liddell's Insurance Records.

### 11. Period of Insurance

The period shown in Ross & Liddell's Insurance Records and any further period for which we accept the premium.

### 12. Sum Insured

The amount insured, together with any adjustments for index linking, is the maximum amount payable for all claims arising out of any one incident. The amount insured for buildings must be adequate to rebuild you buildings as new, including professional fees, site clearance costs and statutory costs. The amount insured will continue in full following payment of any claim.

### 13. Index-Linked

The amount insured is linked to the Housing Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors, and will be adjusted automatically annually in line with movements of this index.

These adjustments will continue after insured loss or damage has occurred provided that: -

- i. The amount insured was adequate at the time of loss or damage.
- ii. You take all reasonable steps to ensure that rebuilding or repair is completed without unnecessary delay.

You will be notified of the updated amount insured and Corresponding premium for the following period of insurance in May next year.

### 14. Rebuilding Cost

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

### 15. Unoccupied

Any period exceeding 30 consecutive days during which the Building is not being lived in by you or any of your household.

### 16. Unfurnished

Any period exceeding 30 consecutive days during which the Building is insufficiently furnished for full habitation.

### 17. Act of Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government.

### 18. Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

## Definitions Contd.

### 19. Territorial Limits

England and Wales and Scotland but not the territorial seas adjacent there to as defined by the territorial Seas Act 1987: -

- i This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.
- ii For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

### 20. General Cover Policy

- i This Policy
- ii Where the cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Insurance Section of the schedule to this policy

### 21. Property Insured

- a) Property as detailed in the **Schedule** to any **General Cover Policy** but excluding property insured under: -
  - i Marine, Aviation or Transit policy
  - ii Motor Insurance policy (other than Motor Trade policy)
  - iii Road Risks Section of a Motor Trade policy
  - iv Reinsurance policy or agreement

Whether such policy or agreement includes cover for an Act of Terrorism or not

- b) Any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes, unless: -
  - i Insured under the same policy as the remainder of the building which is not a private residence
  - ii The building is a block of flats
  - iii Any Nuclear Installation or Nuclear Reactor.

### 22. Damage

Loss or destruction of, or damage to Property Insured.

### 23. Consequential Loss

Loss resulting from interruption of the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business

### 24. Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed for or adapted for

- i the production or use of atomic energy
- ii the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- iii the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### 25. Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### 26. Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs.

### 27. Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data, whether the property of the Insured or not.

### 28. Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic between and amongst networks.

## GENERAL EXCLUSIONS

The following exclusions apply to your policy as a whole.

### 1. War risks

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

### 2. Sonic booms

Damage caused by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 3. Radioactive contamination

- a) loss or any damage to any property, or any resulting loss expense or any consequential loss
- b) any legal liability directly or indirectly caused by, or contributed to, by, or arising from: -
  - i. Ionising radiation 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 of such an assembly.

### 4. Riot or civil commotion

Loss or damage directly or indirectly caused by, or contributed to, by, or arising from riot or civil commotion outside the United Kingdom.

### 5. Seizure or confiscation

Loss or damage to any property caused during seizure or Confiscation or attempts at either of these by Customs or any other Authorities.

### 6. Other exclusions

Loss or damage to any property caused by: -

- i Wear and tear, depreciation or normal deterioration
- ii Faulty workmanship, defective design or the use of defective materials
- iii Diminution in value following repair, replacement or reinstatement
- iv Deliberate acts of adult members of your household
- v The cost of general maintenance or upkeep of the building.

### 7. Pollution or Contamination

Pollution or contamination unless caused by: -

- i A sudden and unforeseen and identifiable accident
- ii Leakage of oil from any fixed heating installation within your Home

### 8. Excess

The first £250 of each and every loss, or series of losses arising out of one occurrence, where the 80% Condition of Average applies under the Claims Settlement Clause.

### 9. Date recognition

Failure or inability of any equipment or any computer program to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this policy.

### 10. E.Risks

Loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising there from, or any consequential loss of whatsoever nature, caused by or consisting of or arising directly or indirectly from: -

- a) Erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons
- b) Other erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software unless resulting from loss, destruction, damage or any consequential loss not otherwise excluded by this Policy
- c) misinterpretation, use or misuse of information on computer systems or other records, programs or software unless resulting from loss, destruction, damage or any consequential loss not otherwise excluded by this Policy
- d) Loss or, destruction of or damage to any computer equipment, component, system or item which processes, stores, transmits or retrieves data, or to any part thereof, whether the property of the Insured or not, whether tangible or intangible and including without limitation any information, programs or software, or any loss or expense whatsoever resulting or arising there from where such loss, destruction, damage or expense is caused by or consists of or arises directly or indirectly from:
  - i programming or operator error
  - ii Virus or Similar Mechanism (as defined below)
  - iii Hacking (as defined below)
  - iv Malicious persons

## GENERAL EXCLUSIONS Contd.

- e) Any consequential loss of whatsoever nature caused by or consisting of or arising directly or indirectly from: -
- I. Programming or operator error
  - II. Virus or similar mechanism (as defined below)
  - III. Hacking (as defined below)
  - IV. Malicious persons

Unless resulting from loss, destruction, damage or any consequential loss not otherwise excluded by this Policy.

For the purposes of Exclusions i and ii: -

Virus or Similar Mechanism means any program code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to "Trojan Horses", "Worms" or "Logic Bombs".

Hacking means unauthorised access to any computer or computer equipment, component, system or item, whether the property of the Insured or not, which processes, stores, transmits or retrieves data.

### 11. Terrorism

(Not applicable to Employers Liability, Public Liability, Products Liability, Personal Accident, Sickness and Travel, Road Risks, Self Hire or Terrorism [insured as a separate section] insurances.)

This Policy does not cover:

A), in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987: Loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with: -

- i Any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such Act of Terrorism

In respect of A) above an Act of Terrorism (Terrorism) means:-

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

B), in respect of territories other than those stated in A) above:

Loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with: -

- i any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii any action taken in controlling, preventing or suppressing any act of Terrorism, or in any other way related to such act of Terrorism

In respect of B) above an act of Terrorism (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.

In any action, suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified limit of liability) the burden of proving to the contrary shall be upon the Insured.

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

### Exclusions for Section 23

The Insurer will not pay for: -

1. Digital and Cyber Risk Exclusion any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from: -

**Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of **the Insured** or not, where such **Damage** is caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**:  
Or:

**Consequential Loss** directly or indirectly caused by or arising from **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**

2. Riot, Civil Commotion and War

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

3. Territorial Limits

Any losses whatsoever arising directly or indirectly from any cover or extension of **Premises** provided by the **General Cover Policy** to locations outside the **Territorial Limits**

## GENERAL CONDITIONS

The following conditions apply to your policy as a whole.

### 1. Notifying a claim

- a) What you must do  
You must tell us in writing as soon as possible after any loss, damage or accident. You must also tell us if you know of any writ, summons or prosecution. Every communication relating to a claim must be sent to us without delay.
- b) Do Not Negotiate  
You, or any other person insured under this policy, or anyone else acting on your behalf, must not negotiate, admit or repudiate any claim without our written consent.
- c) Tell the police and obtain a Crime Reference No.  
You must tell the police about all incidents of theft, attempted theft or vandalism, or loss, damage or injury caused by malicious persons.

### 2. We are entitled to

- a) take over and conduct in your name, or in the name of any other person insured by this policy, the defence or settlement of any legal action
- b) Take proceedings at our own expense and for our own benefit, but in your name, or in the name of any other person insured by this policy, to recover any payment we have made under this policy to anyone else.
- c) Receive all necessary information and assistance from you and any other person insured by this policy.

### 3. Your duty of care

You and your household must undertake to maintain your property in a good state of repair and take all reasonable steps to prevent injury, loss or damage.

### 4. Salvage

We may enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner. However no property may be abandoned to us.

### 5. Other insurances

if at the time of any incident which results in a claim under this policy, there is any other insurance covering the same Loss, damage or liability, we will pay only our rateable share.

### 6. Disagreement over amount of claim

Where a claim has been accepted but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with current statutory provisions. When this happens, an award must be made before proceedings are started against us.

### 7. Extensions and Improvements

You must inform Ross & Liddell of any extensions or improvements to your home during the period of insurance. We reserve the right to alter the terms of your policy immediately we are notified of any such changes.

### 8. Notifying a change

You must notify us as soon as possible about any change in the information given to us which is relevant to this policy. Failure to do so may invalidate your policy or may result in your policy not operating fully. We reserve the right to alter the terms of your policy at any time should we become aware of any fact which may affect the cover provided by your policy.

### 9. Adequacy of Amounts Insured

You must ensure that the amounts insured are maintained at an adequate level at all times. The amount insured for buildings should be sufficient to rebuild your home as new, including the cost of professional fees, clearance costs and statutory costs.

### 10. Cancellation

We may cancel the policy by giving 30 days notice by recorded delivery letter to the address shown on your latest schedule.

### 11. Unoccupancy

For the purposes of Cover Clauses 6) & 16(c) the property shall not be regarded as unoccupied where the said unoccupancy arises as a result of renovation or refurbishment works being carried out by Contractors employed by or on behalf of the Insured.

### 12. Automatic Waiver of Subrogation Rights

Any release from liability entered into by the Insured shall not affect this Policy or the right of the Insured to recover hereunder.

## Section 1 Buildings Insurance

The insurance provided under this policy is operative during the period of insurance and is subject to the limits and any exclusion shown in Section 1, General Conditions (see page 4) and General Exclusions (see page 3).

### 1. Claims Settlement Clause

It is hereby agreed that, in the event of the property insured being destroyed or damaged, the basis upon which the amount payable under the Policy is to be calculated, shall be the reinstatement of the property destroyed or damaged, subject to the following Special Provisions, and subject also to the Terms and Conditions of the Policy, except insofar as the same may be varied hereby. For the purposes of the insurance under this Memorandum "reinstatement" shall mean:

The carrying out of the aforementioned work, namely:-

- a) Where property is destroyed, the rebuilding of the property, if a building or, in the case of other property, its replacement by similar property, in either case in a condition equal to, but not better or more extensive than, its condition when new.
- b) Where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.

### 2. Special Provisions

- a) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated therein, shall be made.
- b) When any property insured under this Memorandum is lost, damaged or destroyed in part only, the liability of the Insurer shall not exceed the sum representing the cost which the Insurer could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- c) No payment beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated therein, shall be made until the cost of reinstatement shall have been actually incurred.
- d) Each sum insured under this Memorandum is declared to be separately subject to the following Condition of Average (unless such sum is insured on a First Loss basis, as shown on the Schedule), namely: -

i If, at the time of the loss, the sum representing eighty per cent of the costs which would have been incurred in reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon at the time of any loss, or at the commencement of any destruction of or damage to such property, then the insured shall be considered as being their own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property, and shall bear a rateable proportion of the loss accordingly.

- e) No payment beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated therein shall be made if, at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by, or on behalf of, the Insured which is not upon the identical basis of reinstatement as set forth herein.
- f) Where, by reason of the above Special Provisions, no payment is to be made beyond the amount which would have been payable under this Section if this Memorandum had not been incorporated therein, the rights and liabilities of the Insurer and the Insured in respect of the destruction or damage shall be subject to the Terms and Conditions of the Policy, including any Condition of Average therein, as if this Memorandum had not been incorporated therein.
- g) No payment will be made for the replacement of, or work on, any undamaged items or remaining part of the insured property solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.
- h) The Sum Insured on the insured property will be reinstated automatically from the date of notification of any claim under this Section

### 3. Foundation Clause

In respect of any sum insured on Buildings hereof subject to any Condition of Average, those portions of the foundations and incombustible floors of buildings ( other than machinery foundations ) more than 8cms below the level of the floors of the lowest storeys ( whether such floors constitute the flooring of basements or otherwise) excluded from this insurance, except where such portions are within a radius of 60cms around and below any structural column or similar superstructure support.

## Cover

Your policy insures loss or damage caused by the following: -

- 1. Fire, lightning, earthquake, thunderbolt and explosion.**
- 2. Riot, civil commotion, labour and political disturbances and malicious persons excluding: -**
  - a) All such loss, destruction or damage in Northern Ireland.
  - b) Loss, destruction or damage by malicious persons during any period in excess of 30 days when the building is left unoccupied.
  - c) Loss or damage caused by the occupiers of your Insured Property.
  - d) The first £250 of each and every loss or series of losses, arising out of one occurrence, in respect of malicious damage.
- 3. Aircraft and other aerial devices or articles dropped from them**
- 4. Theft or attempted theft excluding:**
  - a) Loss or damage occurring during any period in excess of 30 days when the building is left unoccupied.
  - b) Loss or damage caused by the occupiers of your Insured Property.
- 5. Leakage of oil from any fixed heating installation**
- 6. Bursting, leaking or overflowing of water tanks, pipes or apparatus excluding: -**
  - a) Destruction or damage occurring during any period in excess of 30 days when the building is left unoccupied.
  - b) £200 maximum excess per unit/flat
- 7. Storm or flood excluding: -**
  - a) Destruction or damage by subsidence, heave or landslip
  - b) Destruction or damage to gates, hedges and fences.
- 8. Impact with the building by any road vehicle, train or animal or marine vessel.**
- 9. Breakage of receiving aerials, aerial fittings and masts.**

## 10. Falling trees excluding: -

- a) Destruction or damage to gates, hedges, fences during felling or lopping operations.
- b) The cost of removing fallen trees unless they have given rise to a valid claim under the policy.

## 11. Subsidence or heave of the site on which your building stands, or by landslip excluding: -

- a) The first £1,000 of each claim.
- b) Destruction or damage caused by: -
  - i Coastal and/or riverbank erosion
  - ii Defective design or inadequate construction of foundations
  - iii Demolition, structural alteration or structural repair
- c) Swimming pools, terraces, patios, driveways, footpaths, walls, gates, hedges and fences, unless your private residence is also damaged at the same time
- d) Solid floor slabs, unless the foundations beneath the exterior walls are damaged at the same time.

## 12. All other Accidental Loss or Damage excluding:-

- a) The cost of maintenance and normal redecoration or repairing or replacing electrical or mechanical equipment following breakdown or misuse.
- b) Loss or damage by wear, tear, atmospheric or climatic conditions, normal settlement or shrinkage, wet or dry rot, vermin insects, fungus or any gradually operating cause.
- c) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.
- d) Frost damage to terraces, patios, driveways, footpaths, garden walls, and hedges.
- e) Destruction or damage occurring during any period in excess of 30 days when the property is left unoccupied.
- f) Any loss or damage specifically excluded elsewhere in this policy.

## 13. Insurance for Underground Services

We will pay the cost of repairing accidental breakage of underground service pipes and cables for which you are legally responsible, excluding: -

- a) Any costs incurred in clearing a blockage which has not directly resulted in damage to the service pipe itself
- b) Any damage caused to service pipes or cables whilst clearing or attempting to clear a blockage.

#### 14. Insurance for Glass and Sanitary Fixtures

The following damage to fixed glass the insurer will pay the cost of:

- a) Any necessary temporary boarding-up of broken glass pending full replacement
- b) Removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil lettering, painting, embossing, silvering or other ornamental work on glass
- c) Damage to framework and to Contents caused by broken glass
- d) Sanitary fixtures

The Insurer will not pay for Damage existing prior to inception of this section.

#### 15. Loss of rent or alternative accommodation

Up to 20% in total of the sum insured on your building for: -

- a) Loss of rent as a result of any of your building being made uninhabitable from any cause covered by this section  
OR
- b) The necessary cost of alternative accommodation and temporary storage of furniture incurred by any owner or lessee of any building rendered uninhabitable, or to which access is denied from any cause covered by this section.

#### 16. When the Building is unfurnished or unoccupied

The building is fully insured for up to 30 consecutive days from the day it becomes unfurnished or unoccupied.

After 30 consecutive days, this policy does not insure: -

- a) Breakage of or damage to fixed glass and sanitary fixtures
- b) Loss or damage, other than by fire or explosion, caused by theft or attempted theft, vandalism or acts of malicious persons.
- c) Damage caused by bursting, leaking or overflowing of water tanks, pipes or apparatus.
- d) Damage caused by leakage of oil from any fixed heating installation, pipes or apparatus.

#### 17. Insurance when your home is being sold

When you have agreed to sell your home, the buyer will have the benefit of this insurance until completion of the sale. Your rights and liabilities, and those of the insurer, will not be affected by the insurance provided under this policy. This item does not apply if the buildings are insured under any other policy.

#### 18. Professional fees and Other Costs

- a) Professional Fees  
We will pay architects' fees, surveyors' fees, legal fees and any other fees necessary to rebuild, replace or repair your buildings after loss or damage insured by this policy.
- b) Clearance Costs  
We will pay the cost of removing debris, dismantling, demolishing, shoring-up or propping-up your buildings after loss or damage which is insured by this policy. You must obtain our consent before any work of this kind commences, unless immediate action is required in the interests of safety
- c) Subject to the Special Conditions set out below, cover for Buildings and Contents includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with Building or other regulations under or framed in pursuance of any act of Parliament, with Bye-Laws of any Public Authority or to comply with the Stipulations of European Union legislation, in respect of

- lost, destroyed or damaged Property
- undamaged portions of such Property

Excluding

- A. the cost incurred in complying with such regulation, Bye-Laws or Stipulations
  - i. in respect of Damage occurring prior to the granting of this cover.
  - ii. in respect of damage not covered by this section
  - iii. under which notice has been served upon the insured before the date of the damage
  - iv. in respect of undamaged Property other than undamaged portions of Property Damaged
- B. the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or stipulations not arisen.
- C. the amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the property, by reason of compliance with any such Regulations, Bye-Laws or stipulations.

### Special Condition

1. The work of reinstatement must be commenced and carried out with reasonable delay and in any case must be completed within twelve months after damage, or within such further times as the insurer will allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in the liability of the Insurer.
2. If the liability of the Insurer is reduced by the application of any terms and conditions of this Section or of the Policy (other than as a result of this clause) the liability of the Insurer under this clause will be reduced in proportion.
3. The Most the insurer will pay for any one claims in respect of undamaged portions of the property other than foundations is 15% of the total amount for which the insurer would have been liable had the Property been wholly destroyed.
4. All the terms and conditions of this section and of the policy shall apply to any claims payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

### 19. Property Owners liability Insurance

Your liability as owner of your present home. We will insure you, as owner, for all sums which you become legally liable to pay for accidents happening in and around your home which result in: -

- a) Bodily injury or illness of any person, other than your employees or your household
- b) Loss of or damage to property

Your policy does not insure: -

- a) loss of or damage to property which belongs to or is in the care of : -
  - i. your household
  - ii. any other person living permanently with you
  - iii any person employed by you or any member of your household
- b) Liability arising from the ownership or occupation of any land or building other than: -
  - i. Your home
  - ii. Any private residence temporarily occupied by, but not owned by you, or a member of your family living permanently with you for residential purposes.
  - iii Any previous home which you occupied immediately prior to its disposal or sale and for which you may be liable under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.

- c) Liability arising from your trade, profession or employment or that of any member of your household other than as owner of the buildings.
- d) Liability arising from any agreement or contract unless liability would have existed otherwise.

### 20. Your liability as the owner of your previous homes

We will insure your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous home which you occupied at the time of sale or disposal, for accidents happening in and around that home which result in: -

- a) Bodily injury or illness of any person, other than your employees.
- b) Loss of or damage to property.

This 'Defective Premises Act' insurance will continue for a period of seven years from the date this policy expires or is cancelled. However, this insurance will not apply if your liability is covered under a more recently effected or current policy.

Your policy does not insure: -

- a) Loss of or damage to property which belongs to or is in the care of: -
  - i Your household
  - ii Any other person living permanently with you
  - iii Any person employed by you or any member of your household.

The total amount payable under item 19 of your policy for all claims made against you and/or any member of your household arising from any one occurrence will not exceed £5,000,000. We will also pay any extra costs and expenses awarded against your household or incurred by your household with our written consent.

### 21. Insurance for Irrecoverable Court Awards

We will pay all sums which your household has been awarded in a United Kingdom Court and which have not been paid to your household within three months of the date of the award. We will only make this payment if item 19 of this policy would have insured your household had the award been made against your household rather than in your household's favour. This item will not apply: -

- a) When the incident which prompted the court proceedings occurred outside the period of insurance.
- b) If there is an appeal pending.

The total amount payable under this item of your policy will be limited to £5,000,000 for any number of claims arising from one incident. We will also pay any extra costs and expenses incurred after the date of judgement, provided your household has our written consent.

### 22. Trace and Access

Up to £2,500 for reasonable costs incurred in locating the source of damage caused by escape of water from any tank, apparatus or pipe or leakage from any oil-fired heating installation.

### 23. Contract Works

Cover for Buildings includes any permanent or temporary works undertaken in performance of any contract, including all unfixated materials and goods delivered to or placed on or adjacent to the Premises and intended for incorporation in such Contract Works, all for which the Insured are responsible under the terms of the contract up to an amount of £250,000 any one contract

### 24. Terrorism

This section only applies to you if your schedule of Residential Buildings Insurance shows that Terrorism Cover is Included in your Policy.

The Insurer will pay the Insured for: -

- a) **Damage**, or
- b) **Consequential Loss**

Occasioned by or happening through or in consequence of an **Act of Terrorism** within the **Territorial Limits**.

Provided always that the insurance by this **Section**

- a) Is not subject to the General Exclusions of the **General Cover Policy**.
- b) Is subject otherwise to all the terms and conditions of the **General Cover Policy** except where expressly varied within this **Section**.
- c) Is subject to a maximum **Period of Insurance** of 12 months from the Effective Date or any subsequent Renewal Date of this **Policy**.

Any subsequent period of cover of 12 months, or part thereof, provided by this **Section** is deemed to constitute a separate **Period of Insurance**, provided that: -

- i No subsequent **Period of Insurance** by this **Section** shall extend beyond the next Renewal Date of this **Policy**.
- ii The renewal premium due in respect of this **Section** has been received by the **Insurer**
- d) Is not subject to any Long Term Undertaking applying to the **General Cover Policy**.

### Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any **General Cover Policy** in respect of **Damage** or **Consequential Loss**.

The most the Insurer will pay for any one **Event** is: -

- a) The **Total Sum Insured**, or
- b) for each item its individual **Sum Insured**, or
- c) any other limit of liability

In the **General Cover Policy**, whichever is the less?

### 25. Burden of Proof

In any action suit or other proceedings where the **Insurer** alleges that any damage or loss resulting from damage is not covered by the **General Cover Policy**, the burden of proving that such damage or loss is covered shall be upon the **Insured**.

### 26. Locks and Keys

The Insurer will pay the cost of replacing locks and keys of doors and windows for which the insured are responsible, such costs being necessarily incurred to keep the premises secure if keys are stolen using force and violence, up to an amount of £5,000 any one claim.

### 27. Landscaped Grounds

Cover includes costs incurred by your household in consequence of damage to the property insured up to an amount of £25,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

### 28. Metered Water

Cover includes additional water, gas, electricity or other metered supply charges incurred by the Insured in consequence of Damage, and for which the Insured are legally responsible, up to an amount of £25,000.

We will not pay for such charges incurred in respect of any property that is unoccupied – see item 16.

### 29. Fire Extinguishers & Sprinklers

The Insurer will pay the reasonable costs incurred by the Insured in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of Damage by a Specified Event.

### 30. Seventy Two Hour Clause

Damage occurring within 72 consecutive hours of and arising from the Specified Events of storm or flood is deemed to be the one claim. The Insured have the right to select the moment from which the 72-hour period shall be deemed to have commenced within the terms of this Section, provided that such Damage occurred prior to expiry of the Period of Insurance.

### 31. Contracting Purchasers

The Insurer agrees that without prejudice to the rights and liabilities of the Insured or the Insurer, if at the time of Damage the Insured have contracted to sell their interest in any building covered, and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase shall be entitled to benefit under this Section until completion, except in so far as the building is more specifically insured by or on behalf of the purchaser.

**32. Freeholders, Lessors & Mortgagees**

When the interest of any Freeholder, Lessor or Mortgagee has been noted in a property insured covered by this section, the Insurer agrees that this section shall not be invalidated by any act, omission, alteration or neglect of or by the leaseholder, lessee or Mortgagor unknown to or beyond the control of the Freeholder, Lessor or Mortgagee, by which the risk of Damage is increased, provided that the Freeholder, Lessor, Mortgagee shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect.

**33. Contractors Interest**

when the Insured is required by the terms or condition of any contract to cover buildings in the joint names of the Insured and of any contractor or sub-contractor named in such contract, the insurer agrees to note such joint interests provided that the Insured shall notify the Insurer of details of any single contract valued at £250,000 or more, in advance of commencement of the work, and pay any additional premium the Insurer may require.

**34. Investigation Expenses**

Where a building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same building which is not immediately apparent the Insurers will pay the reasonable costs incurred by the Insured with the Insurers's prior consent in establishing whether or not such Damage has occurred, up to an amount of £10,000 any one claim and in the aggregate in any one period of insurance.

**35. Additional Management Fees**

Those necessarily incurred in the rebuilding or repair with the consent of the Insurers but not for preparing the claims

The cost of professional fees shall include the reasonable fees of managing agents when

They are in respect of work or benefit to the Insurers

They relate to work which is necessary for repair or reinstatement

They have been agreed with the Insurers on advance

But not fees which are incurred as part of the managing agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim, up to an amount of £25,000 during any one period of Insurance.

## WHAT SHOULD YOU DO

As soon as possible after the happening of an event which could give rise to a Claim, contact: -

**ROSS & LIDDELL CLAIMS LINE, on 0141 240 2626**

Immediate advice is essential if the damage is serious or caused by riot.

You must tell the Police and obtain a Crime Reference Number regarding all instances of Theft, attempted Theft or Vandalism, or loss, damage or injury caused by Malicious Persons.

## WHAT WE WILL DO

Where the damage is serious, we will arrange for someone to call on you as soon as possible.

In other cases we will let you know if we need any more information.

## COMPLAINTS PROCEDURE

Any enquiry or complaint you may have regarding your policy should be addressed to: -

**Insurance Department, Ross & Liddell, 60 St. Enoch Square, Glasgow G1 4AW.**

If you are not satisfied with the way in which your complaint has been dealt with, contact: -

**Regional Manager, Allianz Insurance plc, 150 St Vincent Street, GLASGOW, G2 5NE.**

When you have received a reply from **Allianz Insurance plc** and if you still remain dissatisfied, you can also ask the ABI for help by contacting any of their regional offices the address and telephone number of which may be found in the telephone directory, or by contacting: -

**Consumer Information Department, Association of British Insurers, 51 Gresham Street, LONDON, EC2V 7HQ**

**By telephone: - (0207) 600 3333**

In addition to the above, if you are still not satisfied, you can refer any dispute to the **Insurance Ombudsman**, contact: -

**The Insurance Ombudsman Bureau, City Gate One, 135 Park Street, London SE1 9EA**

## **ENDORSEMENTS**

### **MORTGAGEES CLAUSE**

Bondholders, mortgages and lessees shall not be prejudiced by any damage or increase in the risk of damage resulting from any act or omission of any mortgagor, lessor or occupier of any insured property, provided proof of such interest is supplied when requested.

### **EXCESS**

Except where otherwise stated the Insurers shall not be liable for the first £100 of each and every loss or damage per apartment flat or unit in respect of Cover 2) 4) 5) 6) 7) 8) 9) 10) 12) 13) 14) and 21)