

# Unoccupied Commercial Property Policy Wording

Underwritten by  
Certain Underwriters as  
identified on the schedule

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**Version 1**



# ABACUS

**Commercial Unoccupied Property Insurance Policy Wording**

**Underwritten by Certain Underwriters as identified on the Schedule**

Version 1 - 1st June 2015

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## Index

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<b>Page</b>	
<b>3</b>	<b>Introduction</b>
<b>4</b>	<b>Cooling Off Period &amp; Cancellation Rights</b>
<b>5</b>	<b>Definitions</b>
<b>6</b>	<b>General Conditions</b>
<b>9</b>	<b>General Exclusions</b>
<b>11</b>	<b>Claim Conditions</b>
<b>12</b>	<b>Section One - Buildings</b>
<b>15</b>	<b>Section Two - Contents</b>
<b>17</b>	<b>Section Three – Legal Liability to the Public</b>
<b>19</b>	<b>Endorsements</b>

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## Introduction

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

When drawing up this policy wording and **schedule**, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates **ONLY** to those sections of the policy wording which are shown in the **schedule** as being included.

**We** allow ABACUS to sign and issue this policy and **schedule** on **our** behalf.

### Your Policy

This policy wording, **schedule** and any **endorsement(s)** applying to **your** policy wording forms **your** Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

1. **you** are clear which sections **you** have requested and want to be included;
2. **you** understand what each section covers and does not cover;
3. **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if **we** cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or contacted on 0207 7414 100 or by writing to them at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### Law and Jurisdiction applicable to this insurance

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England. The language for contractual terms and communication will be English.

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## Cooling off Period & Cancellation Rights

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### Your Cancellation Rights

**You** have the right to cancel the cover within a period which begins fourteen (14) days from the commencement of cover or the receipt of the policy wording and **schedule**, whichever is the later (this period is referred to as the "cooling off period"). **You** should exercise this right by contacting **your broker**.

If **you** exercise **your** right to cancel during the "cooling off period", **you** will be entitled to a return of premium. Any return of premium will be calculated on a proportionate basis, less an administration charge up to a maximum of £20.00. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If **you** do not exercise **your** right to cancel during the "cooling off period", the policy premium becomes due, **you** may not be entitled to a refund of premium and the policy may run for its full term.

If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** by giving fourteen (14) days' notice in writing to **us** at **our** registered address contained in this policy wording and **schedule**.

Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**, **you** will be entitled to a proportionate return of the premium paid, less an administration charge up to a maximum of £20.00. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premiums due.

However it must be noted that if the policy is cancelled within the first year of insurance cover **we** will make a minimum time on risk charge being 50% of the annual premium, subject to a maximum administration fee of up to £20.00.

No refund will be given if a claim is made.

### Our Cancellation Rights

**We** may cancel this Policy by giving **you** fourteen (14) days' notice in writing sent to **your** last known address.

**You** will be entitled to a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

### **Complaints**

Please see **your schedule**.

### **Reporting a Claim**

Please see **your schedule**.

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## Definitions

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

<b>Bodily injury</b>	<b>Bodily injury</b> includes death or disease.
<b>Buildings</b>	The buildings at the <b>premises</b> or address stated in the <b>schedule</b> being built of <b>standard construction</b> (or a construction specifically agreed by <b>us</b> ).
<b>Contents</b>	Fixtures and fittings (not forming a permanent part of the <b>buildings</b> ), furniture, furnishings, carpets, floor coverings, utensils and domestic appliances belonging to <b>you</b> or for which <b>you</b> are responsible as Landlord excluding: <b>a)</b> stock and materials in trade; <b>b)</b> bills of exchange, promissory notes, money, securities, stamps, deeds, bonds or documents of any description; <b>c)</b> business books, plans, specifications, designs and computer records; <b>d)</b> Jewellery, watches, furs, precious metals, precious stones or articles made from them; <b>e)</b> curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds £1,000; <b>f)</b> property more specifically insured.
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Flood</b>	An inundation of water from the normal confines of any natural or artificial water course, streams, rivers, culverts, lakes, ponds, reservoirs, canals, dams, coastal waters and / or the overflowing of water onto land that is dry arising as a direct consequence of heavy rain, <b>storm</b> or tempest.
<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The risk address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The schedule is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Standard Construction</b>	Walls constructed of brick, stone, metal or concrete (but not prefabricated concrete) and roofed with slates, tiles, asphalt, metal or concrete.
<b>Storm</b>	Strong winds of 41 knots/47mph or more, accompanied by rain, hail or snow. Beaufort scale number 9.
<b>Unoccupied</b>	Any <b>building</b> or part of <b>building</b> which is empty, disused, unfurnished, untenanted or where there is no lease in active use.
<b>We/us/our</b>	The Underwriters (either individual or corporate) who have a share in this insurance, as shown in the <b>schedule</b>
<b>You/your/insured</b>	The person or persons named in the <b>schedule</b> .
<b>Your broker</b>	The insurance broker/agent who placed this insurance on <b>your</b> behalf.

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## General Conditions applicable to the whole of this insurance

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Each **premises** included under this insurance is considered to be covered as if separately insured.

### Your Duties

1. **You** must take all steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if the **building** becomes let under different circumstances or the nature of tenancy alters from that originally disclosed.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.

### Data Protection & Privacy Statements

#### Data Transfer Consent

By purchasing this insurance policy with ABACUS, **you** have consented to the use of **your** data as described below.

#### Data Protection Policy

**We** are committed to protecting **your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these terms and conditions.

#### Sensitive Information

Some of the personal information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to provide the services described in **your** policy documents.

#### How **we** use and protect **your** information and who **we** share it with

**We** will use **your** information to manage **your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties. **We** may use and share **your** information within **our** group of companies. **We** will provide an adequate level of protection to **your** data.

**We** do not disclose **your** information to anyone outside of ABACUS except:

1. Where **we** have **your** permission;
2. Where **we** are required or permitted to do so by law;
3. To credit reference and fraud prevention agencies;
4. Other companies that provide a service to **us** or **you**;
5. Where **we** may transfer rights and obligations under this agreement.

**We** may transfer **your** information to other countries and jurisdictions on the basis that anyone to whom **we** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

#### Your Rights

Under the Data Protection Act 1998 **you** have certain rights regarding access to **your** information. **You** have the right to see a copy of the personal information **we** hold about **you**. If **you** believe that any of the information **we** are holding is incorrect or incomplete please let **us** know as soon as possible. To provide a copy of the information **we** may ask **you** for a small fee.

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## General Conditions applicable to the whole of this insurance (continued)

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### Subjectivity Clause

At the inception of or during each **period of insurance**, the insurance provided by this policy and **schedule** is subject to **you**:

1. providing **us** with any additional information
2. completing any actions agreed between **you** and **us**
3. allowing **us** to complete any actions agreed between **you** and **us**
4. if required by **us**, allowing **us** access to the **premises** and/or the business to carry out survey(s) and **your** compliance with any risk improvements identified.

If this is the case, then the **schedule** will clearly state the information required and/or the actions to be completed and the dates **we** require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates) **we** may, at **our** option:

- a) modify **your** premium;
- b) amend the terms and conditions of this policy;
- c) require **you** to make alterations to the **premises** and/or to comply with any risk improvements identified;
- d) exercise **our** right to cancel **your** policy (see cooling off/cancellation rights, Page 4);
- e) leave the policy terms, conditions and premium unaltered.

If **we** proceed with any of the options a, b and c above, **you** have the right to cancel this policy from a date agreed by **you** and **us** and, providing no claims have been made, **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

### Your bank or building societies interest

The rights of the bank or building society that provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **building** provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

### Non Invalidation Clause

This insurance will not be invalidated by any act, omission or alteration either unknown to **you** or beyond **your** control which increases the risk of loss or damage to the **building** provided that **you** were unaware of such action. **You** must write and tell **us** as soon as **you** become aware of any action that has been taken to increase the risk of loss or damage and **you** may also have to pay an extra premium. However, this clause does not override any specific exclusions or clauses.

#### Marketing

**We** will not use **your** data for marketing purposes. All information provided is used to manage **your** insurance policy only.

### Index-Linking

The sums insured in Section One - Buildings and Section Two - Contents will be indexed each month in line with the following:

- a) Section One - Buildings: The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors
- b) Section Two - Contents: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

**We** will not charge **you** an extra premium for any monthly increase, but at each renewal **we** will calculate the premium using the new sums insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

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## General Conditions applicable to the whole of this insurance (continued)

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### Contractors Clause

It is hereby noted and agreed that the following restrictions in cover apply to the property named in the **schedule** whilst renovations works are being carried out:

1. The property must be secured against unauthorised entry and be wind/weather proof when left unoccupied;
2. This policy does not cover loss, damage or liability in respect of wiring;
3. This policy does not cover loss, damage or liability arising directly or indirectly from the activities of contractors;
4. The contractor should have a current public liability policy in force with a minimum limit of indemnity of £1,000,000.

### Average (Underinsurance)

The sums insured covered by any item for **buildings** or **contents** are declared to be separately subject to average. Average means that if at the time of damage the sum insured for any item is less than the value of the item covered by such sum insured, the amount payable by us will be proportionately reduced.

### Planning Permission Condition

In the event that **you** application for planning permission/consent is refused or withdrawn by the Local Planning Authority, all coverage under this Policy shall cease in full seven (7) days after the date this refusal notice is issued or 7 days after the date **you** withdraw the plans.

**We** reserve the right to ask for proof of this refusal or withdrawal before allowing a cancellation return premium. This condition does not affect **your** rights under the 14 day cooling off period.

### Unoccupancy Conditions

If the **building** is **unoccupied** it is a condition of the policy that **you** must comply with the following:

1. The **building** (including all doors, windows) are secured and locked to deter unauthorised entry;
2. All ground floor and basement windows are to be boarded up unless otherwise agreed by **us**;
3. The water, gas and electricity supplies are to be turned off at the mains and the water system drained except where required to be maintained for security or heating of the **building**. If used for the heating of the **building** the heating must be operational continuously and the thermostat must be set to a minimum temperature of 15 degrees centigrade;
4. Weekly visits (both external and internal) are to be carried out by **you** or **your** representative in order to physically check the **buildings** and the **premises**; and
  - a) A record of such inspections is to be kept and be available for inspection by **us**;
  - b) Carry out immediately any work necessary to maintain the security of the **buildings** and the **premises**;
  - c) Carry out immediately any work necessary to maintain the **buildings** against water ingress;
5. All waste refuse and other disused combustible material including accumulated mail will be cleared internally and externally from the **building** and removed from the **premises** at least once a week;
6. Any signs of entry, attempted entry of vandalism to the **premises** must immediately (within 7 days) be advised to **us**.

**You** must advise **your broker** as soon as the property tenancy status alters.

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## General Exclusions applicable to the whole of this insurance

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### a) Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - I. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### b) War Exclusion

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

### c) Existing and Deliberate Damage

**We** will not pay for loss or damage:

1. occurring before cover starts or arising from an event before cover starts;
2. caused deliberately by **you** or any person acting on **your** instruction.

### d) Indirect Loss or Damage

**We** will not pay for loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

### e) Electronic Data Exclusion Clause

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - I. computer viruses, erasure or corruption of electronic data;
  - II. the failure of any equipment to correctly recognise the date or change of date.

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

### f) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

### g) Biological and Chemical Contamination Clause

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. death or injury to any person directly or indirectly caused by or contributed to, by or arising from biological or chemical contamination due to or arising from;

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## General Exclusions applicable to the whole of this insurance (continued)

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- I. terrorism; and/or
- II. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear.

In circumstances in which it is concluded that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### **h) Loss of Value**

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

### **i) Wear and Tear**

**We** will not pay for damage caused by wear and tear or any other gradually operating cause.

### **j) Terrorism**

**We** will not pay for any:

1. damage or loss of rent in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence directly or indirectly of Terrorism;
2. damage or loss of rent in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:
  - I. riot, civil commotion, (except in respect of damage or loss of rent by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
  - II. 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.

For the purpose of this exclusion 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.

### **k) Domestic Pets, Insects or Vermin**

**We** will not pay for any damage caused by domestic pets or by insects or vermin.

### **l) Sonic Bangs**

**We** will not pay for any damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

### **m) Contractors Exclusion Clause**

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

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## Claims Conditions applicable to the whole of this insurance

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### Claims Procedures and Conditions

#### 1. Claims – Action required by **you**

**You** shall in the event of any injury, damage or loss of rent as a result of which a claim is or may be made under this policy or any section of it, and again upon receipt by **you** in writing of any notice of any claims or legal proceeding;

- a) Notify **us** within 30 days (or 7 days in the case of injury, damage or loss of rent, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **we** may allow;
- b) Notify **us** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, damage or loss of rent which may form the subject of a claim under this policy;
- c) Notify the police as soon as it becomes evident that any damage has been caused by theft or malicious persons;
- d) Pass immediately, and unacknowledged, any letter of claim to **us**;
- e) Carry out and permit to be taken any action which may be practicable to prevent further injury, damage or loss of rent;
- f) Retain unaltered and un-repaired anything in any way connected with the injury, damage or loss of rent for as long as **we** may require;
- g) Furnish **us** with all despatch at **your** expense:
  - I. such further particulars and information as **we** may require;
  - II. if required, a statutory declaration of the truth of the claim;
  - III. details of any other insurance covering the subject matter of the claim under this policy and any matters connected with it.
- h) Make available at **your** expense any documents required by **us** with regard to any letter of claim;
- i) Not pay or offer or agree to pay any money or make any admission of liability without **our** previous consent;
- j) Allow **us** in **your** name and on **your** behalf to take over and, during such periods as **we** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **us** for that purpose.

No claim under this policy shall be payable and any payment on account of a claim already made shall be repaid to **us**, if the terms of this policy condition are not complied with.

#### 2. Claims – **Our** rights

In respect of injury, damage or loss of rent for which a claim is made, **we** and any person authorised by **us** may without incurring any liability or diminishing any of **your** rights in respect of the cover under this policy, enter **premises** where such injury, damage or loss of rent has occurred, and take possession of or require to be delivered to **us** any property insured, and to deal with such property for all purpose and in any manner. No property may be abandoned to **us**, whether taken possession of by **us** or not.

**We** will not pay for any claim unless the terms of these conditions have been complied with.

## Buildings

### What is covered

### What is not covered

<p>This insurance covers the <b>buildings</b> for loss or damage directly caused by</p>	<p><b>We</b> will not pay</p>
<p>1. fire, lightning, explosion or earthquake</p>	<p>the first £250 of every claim</p>
<p>2. aircraft and other flying devices or items dropped from them</p>	<p>the first £250 of every claim</p>
<p>3. <b>storm, flood</b> or weight of snow</p>	<p>a) for loss or damage caused by frost or by subsidence, heave or landslip other than as covered under item 9 of Section One;  b) for loss or damage to fixed fuel-oil tanks in the open, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, gates and fences;  c) the first £250 of every claim.</p>
<p>4. escape of water from fixed water tanks, apparatus or pipes</p>	<p>a) for loss or damage caused by subsidence, heave or landslip other than as covered under item 9 of Section One;  b) for loss or damage to fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis and fixed spas;  c) for the appliance or system from which the water escaped;  d) for loss or damage due to wear and tear or any gradually operating cause;  e) for loss or damage caused by leakage from a sprinkler system;  f) the first 250 of every claim.</p>
<p>5. escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation</p>	<p>a) for loss or damage due to wear and tear or any gradually operating cause;  b) for loss or damage caused by faulty workmanship;  c) for the appliance or system from which the water escaped;  d) the first £250 of every claim.</p>
<p>6. theft or attempted theft</p>	<p>a) for loss or damage within the <b>building</b> unless the loss or damage is caused by violent and forcible entry or by deception;  b) for loss or damage which <b>your</b> tenants have caused, allowed, chosen to overlook or not reported to the police;  c) more than £1,000 in any period of insurance for loss or damage to any solar panels, fixed glass and double glazing (including the cost of replacing frames)  d) the first £250 of every claim.</p>

**Buildings (continued)**

**What is covered**

**What is not covered**

This section of the insurance also covers:	<b>We</b> will not pay
7. collision by any vehicle or animal	the first £250 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) more than £1,000 in any period of insurance for loss or damage to any solar panels, fixed glass and double glazing (including the cost of replacing frames) b) the first £250 of every claim.
9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip	a) for loss or damage to fixed fuel-oil tanks, permanently installed swimming pools, fixed hot tubs, fixed Jacuzzis, fixed spas, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event; b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; c) for loss or damage arising from faulty design, specification, workmanship or materials; d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law; e) for loss or damage caused by coastal erosion; f) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions; g) the first £1,000 of every claim.
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts; b) the first £250 of every claim.
11. falling trees, telegraph poles or lamp-posts	a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b> ; b) for loss or damage to gates and fences; c) the first £250 of every claim.
12. the cost of repairing accidental damage to: <ul style="list-style-type: none"> <li>• fixed glass and double glazing (including the cost of replacing frames)</li> <li>• solar panels</li> <li>• <b>sanitary ware</b></li> </ul> all forming part of the <b>building</b> .	a) for damage caused by chipping, denting or scratching; b) more than £1,000 in any period of insurance for loss or damage to any solar panels, fixed glass and double glazing (including the cost of replacing frames) c) the first £250 of every claim.

## Buildings (continued)

### What is covered

### What is not covered

What is covered	What is not covered
<p>This section of the insurance also covers:</p> <p>13. the cost of repairing accidental damage to:</p> <ul style="list-style-type: none"> <li>• oil pipes</li> <li>• underground water-supply pipes</li> <li>• underground sewers, drains and septic tanks</li> <li>• underground gas pipes</li> <li>• underground cables</li> </ul> <p>which <b>you</b> are legally responsible for.</p>	<p><b>We</b> will not pay</p> <p>a) for damage due to wear and tear, rust, corrosion or any gradually operating cause;</p> <p>b) for loss or damage to any part of the cables or service pipes within the <b>buildings</b>;</p> <p>c) for loss or damage due to a fault or limit of design, manufacture, construction or installation;</p> <p>d) the first £250 of every claim.</p>
<p>14. loss of rent or alternative accommodation (only applicable to occupied residential parts of the building):</p> <ul style="list-style-type: none"> <li>• as a consequence of damage to the <b>buildings</b> by an insured peril under Section One, <b>we</b> will pay for the loss of rent if the <b>buildings</b> become <b>unoccupied</b> or partly <b>unoccupied</b> and cannot be let out; or</li> <li>• <b>we</b> may, at <b>your</b> choice, pay additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section One as an alternative to loss of rent.</li> </ul>	<p>a) any amount over 20% of the sum insured for the <b>buildings</b> damaged or destroyed;</p> <p>b) for loss of rent arising from the tenants leaving the <b>buildings</b> without giving <b>you</b> notice;</p> <p>c) rent the tenants have not paid;</p> <p>d) for loss of rent to any <b>buildings</b> that were unoccupied immediately before the insured event giving rise to a claim;</p> <p>e) for loss of rent or any other expenses <b>you</b> must pay to the letting agent;</p> <p>f) for loss of rent arising from any part of the <b>building</b> that is used for anything other than domestic accommodation;</p> <p>g) for loss of rent after the <b>building</b> is fit to be let out;</p> <p>h) for loss of rent for more than 12 months.</p>
<p>15. expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for:</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consulting engineers' and legal fees</li> <li>• the cost of removing debris and making safe the <b>building</b></li> </ul> <p>costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the <b>buildings</b> which is covered under Section One.</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage;</p> <p>b) any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage.</p>
<p>16. increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under item 4 of Section One.</p>	<p>more than £750 in any <b>period of insurance</b>. If <b>you</b> claim for such loss under Sections One and Two, <b>we</b> will not pay more than £750 in total.</p>
<p>17. anyone buying the <b>premises</b> who will have the benefit of Section One until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>if the <b>buildings</b> are insured under any other insurance.</p>
<p>18. the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or damage to the <b>buildings</b> which is covered under Section One.</p>	<p>more than £1,000 in total during the <b>period of insurance</b>.</p>

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## Contents

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### What is covered

### What is not covered

This insurance covers the <b>contents</b> for loss or damage directly caused by	<b>We</b> will not pay
1. fire, lightning, explosion or earthquake	the first £250 of every claim
2. aircraft and other flying devices or items dropped from them	the first £250 of every claim
3. <b>storm, flood</b> or weight of snow	a) for property in the open; b) the first £250 of every claim.
4. escape of water from fixed water tanks, apparatus or pipes	a) for loss or damage caused by leakage from a sprinkler system; b) the first £250 of every claim.
5. escape of oil from a fixed oil-fired heating installation and smoke damage caused by a fault in any fixed heating installation	a) for loss or damage due to wear and tear or any gradually operating cause; b) for loss or damage caused by faulty workmanship; c) the first £250 of every claim.
6. theft or attempted theft	a) for loss or damage unless the loss or damage is caused by a violent and forcible entry or by deception; b) any amount over £500 or 3% of the sum insured for <b>contents</b> whichever is greater, within detached outbuildings and garages; c) for money, certificates, documents or valuables; d) for loss or damage which <b>your</b> tenants have caused, allowed, chosen to overlook or not reported to the police; e) loss of oil from storage tanks; f) the first £250 of every claim.
7. collision by any vehicle or animal	the first £250 of every claim
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	a) for loss or damage caused unless loss or damage follows a violent and forcible entry or by deception; b) for loss or damage which <b>your</b> tenants have caused, allowed, chosen to overlook or not reported to the police; c) the first £250 of every claim.

**Contents (continued)**

**What is covered**

**What is not covered**

This section of the insurance also covers	<b>We</b> will not pay
<p>9. subsidence or heave of the site upon which the <b>buildings</b> stand or landslip</p>	<p>a) for loss or damage unless the walls of the <b>building</b> are damaged at the same time by the same event;</p> <p>b) for loss or damage arising from faulty design, specification, workmanship or materials;</p> <p>c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law;</p> <p>d) for loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions;</p> <p>e) for loss or damage by coastal erosion;</p> <p>f) the first £250 of every claim.</p>
<p>10. falling trees, telegraph poles or lamp-posts</p>	<p>a) for loss or damage caused by trees being cut down or cut back within the <b>premises</b>;</p> <p>b) the first £250 of every claim.</p>

## Legal Liability to the Public

### What is covered

### What is not covered

We will indemnify you:	We will not indemnify you for any liability:
<p>as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> <ul style="list-style-type: none"> <li>• damage to property caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>.</li> </ul> </li> </ul>	<p>a) for <b>bodily injury</b> to:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any person who at the time of sustaining such injury is engaged in <b>your</b> service;</li> </ul> <p>b) for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition;</p> <p>c) arising out of any criminal or violent act to another person or property;</p> <p>d) arising directly or indirectly out of any profession, occupation, business or employment;</p> <p>e) which <b>you</b> have assumed under contract and which would not otherwise have attached;</p> <p>f) arising out of <b>your</b> ownership, possession or use of:</p> <ul style="list-style-type: none"> <li>• any motorised or horse-drawn vehicle other than domestic gardening equipment used within the <b>premises</b>;</li> <li>• any power-operated lift;</li> <li>• any aircraft or watercraft other than manually operated rowing boats, punts or canoes</li> <li>• any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.</li> </ul> <p>g) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> <li>• caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the <b>schedule</b>; and</li> <li>• reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b> in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</li> </ul> <p>h) arising out of <b>your</b> ownership, occupation, possession or use of any land or <b>building</b> that is not within the <b>premises</b>;</p> <p>i) if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.</p>
<p>any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>premises</b> previously owned and occupied by <b>you</b>.</p>	<p>a) if <b>you</b> are entitled to indemnity under any other insurance;</p> <p>b) for the cost of repairing any fault or alleged fault.</p>

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## Legal Liability to the Public (continued)

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### What is covered

### What is not covered

<b>We will indemnify you:</b>	<b>We will not indemnify you:</b>
any amount <b>you</b> become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any <b>premises</b> previously owned and occupied by <b>you</b> .	a) for any liability if <b>you</b> are entitled to indemnity under any other insurance; b) for the cost of repairing any fault or alleged fault.

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Limit of Insurance

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**We** will not pay more than the sum insured shown on the **schedule** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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## Endorsements

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

### 002. Unoccupied Cover Level 2 (Restrictions)

It is noted that the following cover items are specifically included but restricted in limit under the policy cover:

- a) Section One - Buildings and Section Two – Contents, cover item 4, “escape of water from and frost damage to fixed water tanks, apparatus or pipes” is limited to a maximum loss limit of £2,500 for any single claim after deduction of any excess applicable (subject to the water being switched off at the mains unless used for heating of the **building**).
- b) Section One - Buildings and Section Two – Contents, cover item 6, “theft or attempted theft” is limited to a maximum loss limit of £2,500 for any single claim after deduction of any excess applicable.
- c) Section One - Buildings and Section Two – Contents, cover item 8, “any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously” is limited to a maximum loss limit of £2,500 for any single claim after deduction of any excess applicable.

### 004. Unoccupied Cover Level 2 (Restrictions)

It is noted that the following cover items are specifically included but restricted in limit as follows:

- a) Section One - Buildings and Section Two - Contents, cover item 6, “theft or attempted theft” is limited to a maximum loss limit of £2,500 for any single claim after deduction of any excess applicable.
- b) Section One – Buildings and Section Two – Contents, cover item 8, “any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously” is limited to a maximum loss limit of £2,500 for any single claim after deduction of any excess applicable.

### 006. Grade Listed Building (Electrical Policy)

It is a condition of the Policy Wording that the **premises** has a current NICEIC electrical policy. This policy must be no older than 5 years. In the event of a claim arising from Section One - Buildings and Section Two -Contents, cover item 1, “fire, lightning, explosion or earthquake”, **we** will require sight of this NICEIC policy and failure to supply this may result in the claim being declined.

### 009. Flood Exclusion Clause

It is hereby noted that cover under the following sections:

Section One - Buildings and Section Two - Contents, cover item 3, “**storm, flood** or weight of snow” specifically excludes damage caused by **flood. Storm** and weight of snow cover is unaffected by this clause.

### 011. Storm Exclusion Clause

It is hereby noted that cover under the following sections:

Section One - Buildings and Section Two - Contents, cover item 3, “**storm, flood** or weight of snow” specifically excludes damage caused by **storm. Flood** and weight of snow cover is unaffected by this clause.

### 012. Voluntary Excess Clause (£250)

Please note all declared excesses applicable to this policy wording and **schedule** are increased by an additional £250 except for Section One - Buildings and Section Two - Contents, cover item 9, “subsidence or heave of the site upon which the **buildings** stand or landslip” which remains unaltered by this clause.

### 013. Voluntary Excess Clause (£500)

Please note all declared excesses applicable to this policy wording and **schedule** are increased by an additional £500 except for Section One - Buildings and Section Two - Contents, cover item 9, “subsidence or heave of the site upon which the **buildings** stand or landslip” which remains unaltered by this clause.

### 014. Voluntary Excess Clause (£750)

Please note all declared excesses applicable to this policy wording and **schedule** are increased by an additional £750 except for Section One - Buildings and Section Two - Contents, cover item 9, “subsidence or heave of the site upon which the **buildings** stand or landslip” which remains unaltered by this clause.

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## Endorsements (continued)

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**015. Multi Property Clause**

It is hereby noted and agreed that the policy wording limits and excesses in this insurance apply to each **premises** as if a separate policy was issued.

**018. Increased Storm Excess Clause (£500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 3, "**storm, flood** or weight of snow" but only in respect of incidents of **storm**. The **flood** and weight of snow excess is unaffected by this clause.

**019. Increased Storm Excess Clause (£1,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £1,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 3, "**storm, flood** or weight of snow" but only in respect of incidents of **storm**. The **flood** and weight of snow excess is unaffected by this clause.

**020. Increased Flood Excess Clause (£500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 3, "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

**021. Increased Flood Excess Clause (£1,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £1,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 3, "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

**022. Increased Subsidence Excess Clause (£2,000)**

It is hereby noted that the standard excess of £1,000 stated in the policy wording is increased to £2,000 in respect of the following section:

Section One - Buildings, cover item 9, "subsidence or heave of the site upon which the **buildings** stand or landslip".

**023. Increased Subsidence Excess Clause (£2,500)**

It is hereby noted that the standard excess of £1,000 stated in the policy wording is increased to £2,500 in respect of the following section:

Section One - Buildings, cover item 9, "subsidence or heave of the site upon which the **buildings** stand or landslip".

**024. Increased Subsidence Excess Clause (£5,000)**

It is hereby noted that the standard excess of £1,000 stated in the policy wording is increased to £5,000 in respect of the following section:

Section One - Buildings, cover item 9, "subsidence or heave of the site upon which the **buildings** stand or landslip".

**025. Exclusion of Escape of Water from and Frost Damage to Fixed Water Tanks, Apparatus and Pipes Clause**

It is hereby noted that cover under the following sections:

Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from and frost damage to fixed water tanks and apparatus or pipes" are deleted in full and therefore cover for these sections do not apply.

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## Endorsements (continued)

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**026. Floodcheck Clause – (Restriction in cover until fully installed)**

In exchange for a discount in premium **you** are agreeing to have or already have installed the Floodcheck system to **your premises**. It is agreed that whilst the item is either:

- Awaiting installation; or
- If the item has not been installed correctly; or
- The item is not connected to a live mains circuit and operational the following cover items are specifically included but restricted in limit as follows:

Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from and frost damage to fixed water tanks and apparatus or pipes" is limited to a maximum loss limit of £2,500 after deduction of any excess applicable.

**027. Increased Malicious Damage Excess Clause (£500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

**028. Increased Malicious Damage Excess Clause (£750)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £750 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

**029. Increased Malicious Damage Excess Clause (£1,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £1,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

**030. Increased Malicious Damage Excess Clause (£2,500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £2,500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

**031. Increased Malicious Damage Excess Clause (£5,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £5,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 8, "any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously".

**032. Increased Theft Excess Clause (£500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 6, "theft or attempted theft".

**033. Increased Theft Excess Clause (£750)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £750 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 6, "theft or attempted theft".

**034. Increased Theft Excess Clause (£1,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £1,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 6, "theft or attempted theft".

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## Endorsements (continued)

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**035. Increased Theft Excess Clause (£2,500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £2,500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 6, "theft or attempted theft".

**036. Increased Theft Excess Clause (£5,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £5,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 6, "theft or attempted theft".

**037. Increased Escape of Water Excess Clause (£500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from fixed water tanks, apparatus or pipes".

**038. Increased Escape of Water Excess Clause (£1,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £1,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from fixed water tanks, apparatus or pipes".

**039. Increased Escape of Water Excess Clause (£2,500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £2,500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from fixed water tanks, apparatus or pipes".

**040. Increased Escape of Water Excess Clause (£5,000)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £5,000 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from fixed water tanks, apparatus or pipes".

**041. Increased Flood Excess Clause (£1,500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £1,500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 3 "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

**042. Increased Flood Excess Clause (£2,500)**

It is hereby noted that the standard excess of £250 stated in the policy wording is increased to £2,500 in respect of the following sections:

Section One - Buildings and Section Two - Contents, cover item 3 "**storm, flood** or weight of snow" but only in respect of incidents of **flood**. The **storm** and weight of snow excess is unaffected by this clause.

**060. Escape of Water Maximum Loss Limit (first 30 days)**

It is hereby noted that Section One - Buildings and Section Two - Contents, cover item 4, "escape of water from fixed water tanks, apparatus or pipes" is limited to a maximum loss cover of £2,500 for the initial (first) 30 days of this policy, effective from the commencement date under **period of insurance** on the **schedule**, but only in respect of damage and any resultant damage caused by either frost or the freezing of water.

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## Endorsements (continued)

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### 061. **Security Condition**

It is a condition precedent to liability that the **building(s)** is either boarded externally using a minimum of 19mm thickness shuttering grade plywood adequately braced and secured to prevent forced entry or that each entry point is protected by metal shutters and any windows are secured by metal bars or grilles, sufficient to prevent access to the **premises**, if the **building(s)** doesn't already comply with this condition, **we** will allow 90 days from the first date of cover for this condition to be complied with.

### 061a. **Security Condition**

It is a condition precedent to liability that the **building(s)** is either boarded externally using a minimum of 19mm thickness shuttering grade plywood adequately braced and secured to prevent forced entry or that each entry point is protected by metal shutters and any windows are secured by metal bars or grilles, sufficient to prevent access to the **premises**.

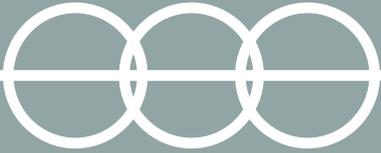
### 062. **Flat Roof Condition**

It is a condition precedent to liability in respect of loss or damage caused by **storm, flood**, or weight of snow that;

- a. Any flat roof area at the **premises** (or the insured portion of the **premises**) is inspected by a member of the Roofing Federation, Federation of Master Builders (FMB), National Federation of Roofing Contractors, Confederation of Roofing Contractors and a report issued regarding the condition of the roof and outlining any remedial work required to maintain the roof in a good condition;
- b. Any work specified on such a report shall be undertaken within 60 days of the issue of the report;
- c. A copy of each report is retained by **you** and is available to **us** immediately upon request;
- d. The roof shall be inspected;
  - i. Within 60 days of the addition of this clause to the policy unless an inspection has been carried out in the last five years and any remedial work identified has been undertaken;
  - ii. Immediately following any water ingress from the roof of the **premises**
  - iii. Within the timescales recommended on the report but at least every five years and any defects found remedied within 60 days or as specified by **us**.

# ABACUS

**ABACUS is a division of Alan Blunden & Co. Ltd. - Registration No. 3476249**  
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