



INNOVATIVE INSURANCE SOLUTIONS

RES-LET

Residential Property Owners Insurance

Policy Wording

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Residential Property Owners Policy

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Introduction

Your Policy

Welcome to **Your** New India Assurance Company Ltd Residential Property Owners Policy, issued by Camberford Law Plc.

The proposal made by **You** is incorporated in and forms the basis of this contract with the New India Assurance Company Limited.

Your Policy consists of

- the policy wording in this booklet
- the Schedule (which has Your details, the cover applicable and the period of insurance)
- Any Endorsements applicable (a document which amends the policy wording)
- The Employers' Liability Certificate (when Employers' Liability is selected)

Providing **You** have paid or agreed to pay the premium **We** will in the event of injury loss or damage happening during the period of insurance provide insurance as described in the following pages for those Sections **You** have chosen

The Schedule indicates

- the Sections chosen
- the sums insured and monetary limits
- any special terms that may apply to **Your** policy

On behalf of Camberford Law Plc



Simon Carter
Director

Please read the Policy to make sure **You** know what cover is provided

If **You** require more cover or different cover consult **Your** Insurance Adviser or Camberford Law Plc

Introduction - continued

Caring for our customers

We at Camberford Law Plc make every effort to provide a high quality service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do.

- Your first point of contact should always be your Insurance Adviser or alternatively the Compliance Officer at:

Camberford Law Plc, Lygon House, 50 London Road, Bromley, Kent, BR1 3RA

- If, following contact with the above, you feel that you require further assistance, then please write to the Branch Manager, New India Assurance Company Limited, Crown House, Crown Street, Ipswich, IP1 3HS. In the event that you are still not satisfied with the service you have received please write to the Chief Executive – UK at New India Assurance Company Ltd, 14 Fenchurch Avenue, London EC3M 5BS

It will greatly assist us if you quote your policy number in any communication.

The law applicable to this contract

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

- (i) in Scotland where Scots law will apply or
- (ii) in Northern Ireland where the law of Northern Ireland will apply

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.

Claims Contact

In the event of a claim please contact the New India Assurance Company Ltd on 0845 3000 989



Authorised and regulated by the Financial Services Authority

General Definitions

If We explain what a word means that word has the same meaning wherever it is used in the policy or Schedule.

These words are highlighted by the use of **bold print**

For example:

You/Your/the Insured - means the person(s) or company(ies) named as the Policyholder in the Schedule

New India/We/the Company /the Insurer - means New India Assurance Company Ltd

Employee

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any person who is hired to or borrowed by **You**
- (c) any labour master or person supplied by him
- (d) any person supplied by a labour only subcontractor
- (e) any self employed person working on a labour only basis for **You**
- (f) any person engaged in connection with a work experience or training scheme while working for **You** in connection with the **Business**

Business - means ownership of and/or the management of the **Buildings**

Genetically Modified Organisms Genetically Modified Organisms (“GMOs”) shall mean and include organisms or micro-organisms or cells or the organisms or micro- organisms cells or cell organelles from which they have been derived which have been subject to a genetic engineering process which resulted in their genetic change

They shall also mean and include every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they have been derived which has been subject to a genetic engineering process which resulted in its genetic change

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any State territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing

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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Other words are explained elsewhere in the policy or Schedule
Your policy is designed to help **You** understand the extent of cover provided
You will find on many of the pages these headings:

What is Covered These Sections are printed on a white background and give detailed information on the insurance provided	What is not Covered These Sections shown on a blue colour background draw Your attention to what is not included in the scope of Your policy
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To help **You** further **We** have included some explanatory notes in **Your** policy
These are printed on a background of this colour

Section A – Insurance for the Building

Your Schedule will show if this Section has been chosen

What is the Building?

The **Building** means the residential property shown in the Schedule and the following if they form part of the property

- (a) Domestic garages outbuildings greenhouses tennis hard courts swimming pools patios terraces paths drives boundary and garden walls service tanks central heating oil tanks drains pipes cables gates hedges and fences
- (b) Landlord's fixtures and fittings

What is a Private Residence?

Private Residence means a self contained private dwelling house maisonette or flat within a block of flats or complex

What is the most We will pay?

New India will not pay more in total than the **Building** Sum Insured for any one claim under causes 1-11 and covers 13 14 and 17*

We will pay in addition any amount due under covers 12 15 and 16

We will not pay more than £500 for any satellite dish

If **You** have chosen the **Reinstatement** Extension please see page 10

***Inflation Protection
applies – see page 31**

What is Covered	What is not Covered
<p>Your policy covers loss or damage to the Building by the following Causes:</p> <p>Causes</p>	<p>We do not pay the amount of the Excess shown in the Schedule (increased for Cause 5) in respect of each occurrence of loss or damage for each residence and We will not pay for the following:</p>
1. Fire explosion lightning earthquake	
2. Storm or flood	2. Loss or damage (a) by frost subsidence ground heave or landslip (b) to gates hedges and fences
3. Riot civil commotion strikes labour and political disturbances	
4. Malicious persons	4. Loss or damage to any Private Residence while it has been unoccupied for 30 consecutive days or more
5. Subsidence or ground heave of the site on which the Building stands or landslip	5. (a) The amount of the Excess shown in the Schedule in respect of each occurrence of loss or damage for each residence (b) loss or damage to boundary and garden walls gates hedges and fence paths and drives patios tennis hard courts swimming pools but these items will be covered if there has at the same time been damage by this Cause to the Private Residence or its garages or outbuildings (c) loss or damage by normal settlement shrinkage or expansion

Section A – Insurance for the Building - continued

What is Covered	What is not Covered
<p>6. Escape of water from or frost damage to</p> <p>(1) a fixed: water installation drainage installation heating installation</p> <p>(2) a washing machine dishwasher water bed refrigerator or deep freeze cabinet</p> <p>We will also pay the necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search but not more than £5,000 for any one claim</p>	<p>(d) loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the Private Residence are damaged at the same time</p> <p>(e) loss or damage arising from construction structural alteration or repair or demolition</p>
<p>7. Theft or attempted theft</p>	<p>6. (a) loss or damage by subsidence ground heave or landslide</p> <p>(b) loss or damage to any Private Residence while it has been unoccupied for 30 consecutive days or more</p>
<p>8. Collision by:</p> <p>(1) aircraft or aerial devices or anything dropped from them</p> <p>(2) vehicles</p> <p>(3) animals</p>	<p>7. (a) Loss or damage to any Private Residence while it has been unoccupied for 30 consecutive days or more</p> <p>(b) Loss or damage unless involving entry to or exit from the Building by forcible or violent means</p>
<p>9. Breakage or collapse of radio or television aerials</p>	<p>9. Loss or damage to the aerial itself</p> <p>This may be covered under the Contents Sections - see pages 14, 15 and 16</p>
<p>10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation</p>	
<p>11. Falling trees or branches</p>	<p>11. the cost of removal if the fallen tree or branch has not caused damage to the Building which is covered by this cause</p>

Section A – Insurance for the Building - continued

The following Covers are included in this Section

What is Covered	What is not Covered
<p>12. DEBRIS REMOVAL AND BUILDING FEES</p> <p>If there has been damage which is covered under Section A We will pay for the following:</p> <ul style="list-style-type: none"> (1) the cost of removal of debris and of dismantling demolition or shoring up or propping of the Building (2) architects' surveyors' consulting engineers' legal and other fees which You have to pay to reinstate the Building but not for preparing any claim (3) the additional cost of reinstating the Building that You have to pay to comply with statutory Building Regulations or Municipal or Local Authority Bye-Laws <p>We will not pay more than 10% of the Building sum insured for any one claim</p>	
<p>13. SERVICE PIPES AND CABLES</p> <p>Accidental damage to cables drain inspection covers and underground drains pipes and tanks providing services to or from the Building and for which You are responsible</p>	
<p>14. GLASS AND SANITARYWARE</p> <p>Accidental breakage of</p> <ul style="list-style-type: none"> (1) fixed glass in windows door fanlights skylights greenhouses conservatories and verandas (2) fixed sanitaryware and bathroom fittings (3) fixed ceramic hobs and ceramic tops of fixed cookers 	<p>14. Loss or damage while the Private Residence has been unoccupied for 30 consecutive days or more</p>
<p>15. LOSS OF RENT/ALTERNATIVE ACCOMMODATION</p> <p>While the Private Residence is not occupied because of loss or damage covered under Section A We will pay for</p> <ul style="list-style-type: none"> (1) the amount of rent (including ground rent and management charges) You lose <p>or</p> <ul style="list-style-type: none"> (2) the reasonable cost of alternative accommodation including the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee residing in the Private Residence where such pets are not permitted in any alternative accommodation 	

Section A – Insurance for the Building - continued

What is Covered	What is not Covered
<p>We will not pay more than 20% of the Building sum insured (unless specified in the Schedule) for any one claim</p>	
<p>16. Replacement of Locks</p> <p>We will pay for the cost of replacing keys and locks to an external door of the Building following the loss of their keys</p> <p>We will not pay more than £250 for any one claim</p>	<p>16. The cost of replacing keys and locks to a garage or outbuilding</p>
<p>17. Accidental Loss of oil and metered Water</p> <p>We will pay for loss of domestic heating oil and metered water</p> <p>We will not pay more than £500 for any one claim</p>	
<p>18. Landscaped Gardens</p> <p>Loss or damage to landscaped gardens through the actions of the emergency services while attending the Building to deal with an emergency included within Causes 1-11 of this policy</p> <p>We will not pay more than £1,000 for any one claim</p>	
<p>19. CARPETS IN COMMUNAL AREAS</p> <p>Loss or damage by Causes 1-11 to fitted carpets in the communal areas of the Building</p> <p>We will not pay more than £5,000 in respect of any one claim</p>	<p>19. Loss or damage to carpets in individual residences</p>

Accidental Damage Extension

Your Schedule will show if this extension has been chosen

What is Covered	What is not Covered
<p>20. Loss or damage to the Building</p>	<p>20. Loss or damage</p> <ul style="list-style-type: none"> (a) specifically excluded under Section A (b) by frost (c) by wear and tear or gradually developing deterioration of the Building (d) by vermin insects fungus wet or dry rot (e) by chewing scratching tearing or fouling by domestic animals (f) by mechanical or electrical breakdown or derangement (g) specifically covered elsewhere in this policy (h) arising from the alteration or extension of the Building or the cost of maintenance or routine decoration (i) arising from faulty workmanship defective design or use defective materials

Section A – Insurance for the Building - continued

Reinstatement Extension - Section A Buildings

Your Schedule will show if this extension has been chosen

Day One Reinstatement Extension

What is the most We will pay

New India will not pay more in total than the Limit of Liability for any one claim under Causes 1-11 and covers 13 14 16 and 18

We will pay in addition any amounts due under covers 12 15 and 17

For the purposes of this Section the Limit of Liability represents 115% of the sum insured

The sum insured is the **Insured's** assessment of the cost of **Reinstatement** of the **Building** at the level of costs applying at the inception of the period of insurance

If the property insured by an Item on **Buildings** suffers loss or damage the amount payable will be the cost of **Reinstatement**

Basis of Settlement

Reinstatement means:

the rebuilding or replacement of the **Building**

or

the repair or restoration of the **Building**

in each case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Provision

The above Basis of Settlement will only apply if

- (a) the **Reinstatement** commences and proceeds without unreasonable delay
- (b) the costs of **Reinstatement** shall have actually been incurred

Otherwise the Basis of Settlement at our option will include deductions for depreciation and wear and tear

Underinsurance - Buildings

If the **Reinstatement** cost of the **Buildings** insured under Section A shall at the inception of the period of insurance (ignoring any inflationary factors which may operate subsequently) be of greater value than the amount specified as the sum insured the **Insured** shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly

Endorsement

the following is deleted:

Condition 1 (a) Maintenance of the sum insured at full value (**Buildings** only)

Section A – Insurance for the Building - continued

Extensions - Automatically included

(1) Limitation Clause

The limitations and exclusions contained herein apply separately to each address to which the insurance applies in the same manner as if each had been insured by a separate policy

(2) Mortgage Interest Clause

It is noted that the mortgages for the time being of the various properties comprising the **Building** are interested in the Insurance by this policy the name or names to be disclosed in the event of a claim arising

(3) Occupiers Non-Invalidation Clause

The interest of the **Insured** in this insurance shall not be prejudiced by any act or neglect by an authorised occupier of any **Building** hereby insured whereby the risk of loss or damage is increased without the authority or knowledge of the **Insured** providing the **Insured** shall immediately on becoming aware thereof give notice in writing to **New India** and pay such reasonable additional premium as **New India** may require

(4) Capital Additions

The insurance by Section A - **Buildings** extends to include insofar as the same are not otherwise insured

- (a) newly acquired or newly erected property
- (b) alterations additions and improvements to property

anywhere in Great Britain, Northern Ireland the Channel Islands and the Isle of Man for an amount not exceeding £500,000

Provided that the **Insured** gives details to **New India** every 3 months and arranges specific insurance from the effective date of the **Insured's** liability whereupon the provisions of this memorandum will be reinstated

(5) Workmen

Workmen may be employed for the purpose of minor extensions or alterations installations maintenance and the like without prejudice to this insurance

(6) Tenant's Subrogation Waiver

Following damage to any **Building** covered by this Policy **New India** agrees to waive any rights remedies or relief to which they might become entitled by subrogation against any tenant of such **Buildings** provided that

- (a) the damage did not result from a criminal fraudulent or malicious act of the tenant
- (b) the tenant contributes to the cost of insuring the **Buildings** against the event which caused the damage

(7) Trace and Access

This section is extended to include the costs and expenses incurred in locating the source of loss or damage to the Building caused by escape of water or fuel oil from any fixed heating installations including repairs to walls floors or ceilings for an amount not exceeding £5,000 any one claim

Section B – Liability to the Public

This Section is automatically included

Definition

What is the most We will pay?

The Insurer will not pay more than £5,000,000 for damages payable for any claim or claims arising from one event

The Insurer will pay in addition Legal Costs and Solicitor's Fees

Legal Costs and Solicitor's Fees

The term "Legal Costs" shall mean legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Insurer.

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured.
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this Section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

The term "Solicitor's Fees" shall mean the Solicitor's fees incurred with the written consent of the Insurer for representation of the Insured at

- (a) any coroner's inquest or fatal inquiry arising from any death
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this Section

Section B – Liability to the Public - continued

What is Covered	What is not Covered
<p>Any amount that the Insured becomes legally liable to pay as damages in respect of</p> <ul style="list-style-type: none"> - bodily injury (including death or disease) to any person - loss of or damage to property - trespass nuisance or any interference with any right of way light or water <p>happening within the United Kingdom the Channel Islands and the Isle of Man during the period of insurance in connection with the Business and</p> <ul style="list-style-type: none"> (a) in or about the Building (b) elsewhere in respect of temporary commercial visits by the Insured or the Insured's directors partners or non manual Employees normally resident in the United Kingdom the Isle of Man or the Channel Islands provided the action for damages is brought in the Courts of Law of the United Kingdom the Channel Islands or the Isle of Man (c) arising from defective work carried out by the Insured or on the Insured's behalf to any premises within the United Kingdom the Isle of Man or the Channel Islands disposed of by the Insured prior to the occurrence of bodily injury or damage and which prior to such disposal was owned by the Insured and occupied as a private residence <p>In the event of the death of the Insured The Insurer will treat the Insured's legal personal representative as the Insured in respect of liability incurred by the Insured</p> <p>We will also pay Legal Costs and Solicitor's Fees</p> <p>The Insurer will also indemnify at the request of the Insured</p> <ul style="list-style-type: none"> (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured (ii) any officer or member of the Insured's catering social sports or welfare organisations first aid fire or ambulance services in his respective capacity as such 	<ul style="list-style-type: none"> 1. Liability in respect of <ul style="list-style-type: none"> (a) 1. bodily injury to the Insured 2. bodily injury sustained by an Employee arising out of or in the course of employment by the Insured (b) Loss or damage to property belonging to the Insured or in the Insured's or the Insured's Employees' custody and control (except for Employees' personal effects) 2. Liability arising from <ul style="list-style-type: none"> (a) deliberate act of the Insured or any Employee of the Insured whilst engaged in supervisory duties unless caused by wilful misconduct of such employee (b) the pursuit by the Insured of any trade calling or profession other than the Business (c) any contract or agreement unless such liability would have attached in the absence of such contract or agreement (d) the demolition of or any structural alteration or addition to any part of the Building other than normal maintenance of the Building (e) the occupation of any land or building other than the building including its land referred to in Section C and/or D (f) the ownership of any land or building <i>but if Section A is operative The Insurer will cover liability arising from the Building referred to in Section A</i> (g) the ownership possession or use of aircraft watercraft or mechanically propelled vehicles (which includes motor cycles and children's motorcycles and motor cars) 3. Liability of any Insured other than You for which You would not have been covered if the legal action had been brought against You 4. Liability in connection with or directly or indirectly caused by an act of Terrorism 5. Liability directly or indirectly caused by or arising from physical or sexual abuse or molestation 6. Liability in connection with or directly or indirectly caused by asbestos or any materials containing asbestos in whatever form or quantity 7. or directly or indirectly caused by non-ionic radiation including but not limited to Electro Magnetic Fields and/or Electro Magnetic Interference 8. or directly or indirectly caused by Genetically Modified Organisms ("GMOs") 9. or directly or indirectly caused by transmissible spongiform encephalopathy (TSE) including but not limited to bovine spongiform encephalopathy (BSE) or new variant Creutzfeld- Jakob disease (vCJD)

Section C – Contents of Communal Areas

Your Schedule will show if this section has been chosen

What are Contents of Communal Areas?	What things are not Covered
<p>The following are included provided that:</p> <ul style="list-style-type: none">(1) they belong to You or You are legally liable for them and(2) they are contained in the communal areas of the Building <p>Furniture furnishings and household goods and pictures and other works of art</p> <p>We will not pay more than £1,000 in respect of any one claim for pictures and other works of art</p>	<ul style="list-style-type: none">(a) Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars) but lawn-mowers and garden implements are covered(b) parts accessories tools fitted radios cassette players DVD players and compact disc players for the things excluded in (a) above(b) landlord's fixtures and fittings Included in Section A - Buildings(d) property more specifically insured by any other insurance(e) animals(f) documents(g) clothes and articles of a strictly personal nature likely to be worn used or carried and also sports equipment and bicycles(h) jewellery articles of gold silver or other precious metals watches furs cameras (including video cameras and camcorders) binoculars and collections of stamps coins and medals(i) coins and bank notes in current use cheques postal orders and money orders premium bonds savings stamps and certificates stamps in current use travel tickets petrol coupons record tokens book tokens or other tokens luncheon vouchers trading stamps(j) carpets Included in Section A - Buildings(k) property in the open

What is the most We will pay?

New India will not pay more in total than the **Contents of Communal Areas** sum insured for any one claim under **Causes 1-11** and Cover 12

see page 30 for basis of settlement

Section C – Contents of Communal Areas - continued

What is Covered	What things are not Covered
<p>Your policy covers loss or damage to Contents of Communal Areas while they are in the Building by the following Causes:</p> <p>Causes</p> <ol style="list-style-type: none"> 1. Fire explosion lightning earthquake 	<p>We will not pay for the following:</p> <p>The amount of the Excess shown in the Schedule</p>
<ol style="list-style-type: none"> 2. Storm or flood 	<ol style="list-style-type: none"> 2. Loss or damage by frost
<ol style="list-style-type: none"> 3. Riot civil commotion strikes labour and political disturbances 	
<ol style="list-style-type: none"> 4. Malicious persons 	<ol style="list-style-type: none"> 4. Loss or damage while the Building has been unoccupied for 30 consecutive days or more
<ol style="list-style-type: none"> 5. Subsidence or ground heave of the site on which the Building stands or landslip 	
<ol style="list-style-type: none"> 6. Escape of water from <ol style="list-style-type: none"> (1) a fixed: water installation drainage installation heating installation (2) a washing machine dishwasher water bed refrigerator or deep freeze cabinet 	<ol style="list-style-type: none"> 6. Loss or damage while the Building has been unoccupied for 30 consecutive days or more
<ol style="list-style-type: none"> 7. Theft or attempted theft 	<ol style="list-style-type: none"> 7. (a) Loss or damage while the Building has been unoccupied for 30 consecutive days or more (b) loss or damage where a resident or Employee acts as principal or accessory
<ol style="list-style-type: none"> 8. Collision by: <ol style="list-style-type: none"> (1) aircraft or aerial devices or anything dropped from them (2) vehicles (3) animals 	<ol style="list-style-type: none"> 8. Loss or damage caused by pets or insects
<ol style="list-style-type: none"> 9. Breakage or collapse of radio or television aerials We will not pay more than £500 for any one satellite dish 	<ol style="list-style-type: none"> 9. (a) mechanical or electrical breakdown or derangement (b) damage caused by or in the process of cleaning maintenance repair or dismantling (c) damage to equipment not in or on the Building
<ol style="list-style-type: none"> 10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation 	
<ol style="list-style-type: none"> 11. Falling trees or branches 	<ol style="list-style-type: none"> 11. The cost of removal of the tree or branch

Section C – Contents of Communal Areas - continued

The following Covers are included in this Section

What is Covered	What is not Covered
<p>12. MIRRORS AND GLASS Accidental breakage of</p> <ul style="list-style-type: none">(1) mirrors(2) fixed glass in and glass tops of furniture(3) ceramic hobs and ceramic tops of cookers	<p>12. Loss or damage while the Building has been unoccupied for 30 consecutive days or more</p>
<p>13. CONTENTS REMOVED TO THE GARDEN</p> <p>Loss or damage by Causes 1-11 to Contents of Communal Areas while removed to the open within the boundaries of the land belonging to the Building</p> <p>We will not pay more than £250 for any one claim</p>	<p>13. Loss or damage to plants</p>

Section D – Landlord’s Contents of Individual Residences

Your Schedule will show if this section has been chosen

<p>What are Contents of Individual Residences?</p> <p>The following are included provided that:</p> <ul style="list-style-type: none">(1) they belong to You or You are legally liable for them and(2) they are contained in the Private Residence <p>Furniture carpets furnishings and household goods</p> <p>Private Residence means a self contained dwelling house maisonette or flat within a block of flats or complex</p>	<p>What things are not Covered</p> <ul style="list-style-type: none">(a) Watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles and children’s motor cycles and motor cars) but lawn-mowers and garden implements are covered(b) parts accessories tools fitted radios cassette players DVD players and compact disc players for the things excluded in (a) above(c) landlord’s fixtures and fittings <p>Included in Section A - Buildings</p> <ul style="list-style-type: none">(d) tenant’s property(e) property more specifically insured by any other insurance(f) animals(g) documents(h) clothes and articles of a strictly personal nature likely to be worn used or carried and also sports equipment and bicycles(i) jewellery articles of gold silver or other precious metals watches furs cameras (including video cameras and camcorders) binoculars pictures and other works of art and collections of stamps coins and medals(j) coins and bank notes in current use cheques postal orders and money orders premium bonds savings stamps and certificates stamps in current use travel tickets petrol coupons record tokens book tokens or other tokens luncheon vouchers trading stamps
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What is the most We will pay?

New India will not pay more in total than the **Contents of Individual Residences** sum insured for any one claim under **Causes** 1-11 and Cover 12 and 13

see page 30 for basis of settlement

Section D – Landlord's Contents of Individual Residences - continued

What is Covered	What is not Covered
<p>Your policy covers loss or damage to Contents of Individual Residences while they are in the Private Residence by the following Causes:</p> <p>Causes</p> <ol style="list-style-type: none"> 1. Fire explosion lightning earthquake 	<p>We do not pay the amount of the Excess shown in the Schedule in respect of each occurrence of loss or damage for each residence and We will not pay for the following:</p>
<ol style="list-style-type: none"> 2. Storm or flood 	<ol style="list-style-type: none"> 2. Loss or damage <ol style="list-style-type: none"> (a) by frost (b) to property in the open
<ol style="list-style-type: none"> 2. Riot civil commotion strikes labour and political disturbances 	
<ol style="list-style-type: none"> 4. Malicious persons 	<ol style="list-style-type: none"> 4. Loss or damage to any Individual Residence while it has been unoccupied for 30 consecutive days or more
<ol style="list-style-type: none"> 5. Subsidence or ground heave of the site on which the Building stands or landslip 	
<ol style="list-style-type: none"> 6. Escape of water from <ol style="list-style-type: none"> (1) a fixed: water installation drainage installation heating installation (2) a washing machine dishwasher water bed refrigerator or deep freeze cabinet 	<ol style="list-style-type: none"> 6. Loss or damage to any Individual Residence while it has been unoccupied for 30 consecutive days or more
<ol style="list-style-type: none"> 7. Theft or attempted theft following violent and forcible entry to or exit from the Private Residence 	<ol style="list-style-type: none"> 7. Loss or damage to any Individual Residence while it has been unoccupied for 30 consecutive days or more
<ol style="list-style-type: none"> 8. Collision by: <ol style="list-style-type: none"> (1) aircraft or aerial devices or anything dropped from them (2) vehicles (3) animals 	<ol style="list-style-type: none"> 8. Loss or damage caused by pets or insects
<ol style="list-style-type: none"> 9. Breakage or collapse of radio or television aerials 	<ol style="list-style-type: none"> 9. <ol style="list-style-type: none"> (a) mechanical or electrical breakdown or derangement (b) damage caused by or in the process of cleaning maintenance repair or dismantling (c) damage to equipment not in or on the Building
<ol style="list-style-type: none"> 10. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation 	
<ol style="list-style-type: none"> 11. Falling trees or branches 	<ol style="list-style-type: none"> 11. The cost of removal of the tree or branch

Section D – Landlord’s Contents of Individual Residences - continued

The following Covers are included in this Section

What is Covered	What is not Covered
<p>12. MIRRORS AND GLASS Accidental breakage of</p> <ul style="list-style-type: none"> (1) mirrors (2) fixed glass in and glass tops of furniture (3) ceramic hobs and ceramic tops of cookers 	<p>12. Loss or damage while the Individual Residence has been unoccupied for 30 consecutive days or more</p>
<p>13. AUDIO AND AUDIO VISUAL EQUIPMENT Accidental damage to</p> <ul style="list-style-type: none"> (1) television sets (2) radios (3) record players DVD players compact disc players and tape recorders (4) video recorders <p>which are owned by You or for which You are legally liable</p>	<p>13. (a) Damage to equipment designed to be portable whilst it is being transported or carried or moved</p> <p>(b) mechanical or electrical breakdown or derangement</p> <p>(c) damage to records discs cassettes and tapes</p> <p>(d) damage caused by or in the process of cleaning maintenance repair or dismantling</p> <p>(e) damage to equipment in the open</p>
<p>14. CONTENTS REMOVED TO THE GARDEN</p> <p>Loss or damage by Causes 1-11 to Contents of Communal Areas while removed to the open within the boundaries of the land belonging to the Building</p> <p>We will not pay more than £250 for any one claim</p>	<p>14. Loss or damage to plants</p>

Section E – Liability to Employees

Your Schedule will show if this section has been chosen

Definitions

Business

The term “Business” shall include

- (a) the provision and management of catering social sports and welfare organisations for the benefit of Employees
- (b) first aid fire and ambulance services
- (c) private work carried out by any Employee for the Insured or any director partner or senior official of the Insured
- (d) the ownership of premises by the Insured including incidental repair and maintenance

Legal Costs and Solicitor’s Fees

The term “Legal Costs” shall mean legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Insurer

The Insurer will also indemnify the Insured and at the request of the Insured any director or Employee of the Insured in respect of legal fees and expenses incurred with the written consent of the Insurer and any prosecution costs awarded against such person in respect of

1. the defence of any criminal proceedings brought against the Insured director or Employee for an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 (the Act) and other safety legislation arising from the Business relating to matters affecting the health and welfare of persons other than Employees of the Insured and matters affecting the safety health and welfare of Employees of the Insured.
2. an appeal against a conviction arising from such proceedings
3. the defence of any criminal proceedings brought or an appeal against conviction arising from such proceedings in respect of a charge of manslaughter arising in connection with any matter which may be the subject of indemnity under this Section

provided always that

- (a) the Insurer shall not be liable for the payment of fines or penalties
- (b) such director or Employee shall comply with the terms of this policy

The term “Solicitor’s Fees” shall mean the Solicitor’s Fees incurred with the written consent of the Insurer for representation of the Insured at

- (a) any coroner’s inquest or fatal inquiry arising from any death
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this Section

Section E – Liability to Employees - continued

What is Covered	What is not Covered
<p>The Insurer will indemnify the Insured against all sums which the Insured becomes legally liable to pay as damages in respect of bodily injury (including death or disease) sustained by an Employee arising out of and in the course of his/her employment or engagement by the Insured in the Business and caused</p> <ul style="list-style-type: none">(a) within Great Britain Northern Ireland the Channel Islands and the Isle of Man(b) elsewhere in the world in respect of Employees normally resident in and travelling from the territories mentioned in (a) but this Section shall not apply to liability incurred under any Workers Compensation or similar legislation during the Period of Insurance <p>Provided that the action for damages is brought in the Courts of Law of Great Britain Northern Ireland the Channel Islands and the Isle of Man</p> <p>The Insurer will also pay Legal Costs and Solicitor's Fees</p> <p>The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain (and Northern Ireland the Channel Islands and the Isle of Man insofar as this clause applies to those territories) but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provision of such law</p> <p>Provided that the liability of the Insurer for all damages costs fees and expenses payable under this Policy in respect of any one claim against the Insured or series of claims against the Insured arising out of one occurrence shall not exceed the Limit of Indemnity shown on the schedule other than as set out below</p> <p>The Limit of Indemnity in respect of any one claim or series of claims arising out of one occurrence arising from or directly or indirectly caused by any act of Terrorism shall not exceed £5,000,000</p> <p>If the Insurer alleges that by reason of this limitation any liability for damages costs or expenses is covered only up to the specified Limit of Indemnity the burden of proving the contrary will be on the Insured</p>	<p>Offshore Installations</p> <p>The Insurer will not indemnify the Insured against liability arising directly or indirectly in connection with work on offshore platforms rigs or other such installations including travel to or from the mainland or between installations</p> <p>Passenger Liability</p> <p>The Insurer will not indemnify the Insured against liability for bodily injury sustained by any Employee when the Employee is</p> <ul style="list-style-type: none">(a) carried in or upon a vehicle(b) entering or getting onto or alighting from a vehicle <p>Where such bodily injury is caused by or arises out of the use by the Insured of a vehicle on the road</p> <p>For the purposes of this Exception the terms "road" and "vehicle" have the same meaning as in the Road Traffic Act 1988 or similar legislation</p>

Section E – Liability to Employees - continued

Extensions

1) Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representative of any Employee in respect of bodily injury (including death or disease) sustained by any Employee arising out of and in the course of employment or engagement by the Insured in the Business and caused during the Period of Insurance against any company or individual operating within premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man

in any court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Insurer will at the request of the Insured pay to the Employee the amount of any such damages and any awarded costs to the extent they remain unsatisfied

Provided always that

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension the Employee or the personal representative of the Employee shall assign any such damages and any awarded costs to the Insurer

2) Indemnity to Other Persons

The Insurer will also indemnify

- (a) any party for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and in respect of Employers' Liability Insurance only insofar as concerns bodily injury sustained by an Employee of the Insured
- (b) at the request of the Insured
 - (i) any director partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured
 - (ii) any officer or member of the Insured's catering social sports or welfare organisations first aid fire or ambulance services in his respective capacity as such
- (c) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured

3) Compensation for Court Attendance Costs

In the event of any director partner or Employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- (a) any director or partner £250 per day
- (b) any Employee £100 per day

Conditions

You must comply with the following Conditions to have the full protection of **Your** policy.

If **You** do not comply with them **New India** may at its option cancel the policy and/or refuse to deal with **Your** claim

1. Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured

Full Value means

- | | |
|-----------------------------|--|
| (a) for the Building | The estimated cost of rebuilding - if the Building were completely destroyed* |
| (b) for Contents | The current cost as new less a deduction for wear and tear and depreciation |

***This is not necessarily the market value**

2. Changes in Your circumstances

You must notify **New India** as soon as possible in writing of any change which may affect this insurance and in particular any change of **Your** occupation or business

You must also notify **New India** at renewal of the policy if

- (a) **You** or in the case of a firm any director or partner have been declared bankrupt
- (b) **You** or in the case of a firm any director or partner have been convicted of or charged with but not yet tried for any offence other than motoring offences
- (c) the **Building** is no longer occupied regularly at night
- (d) the **Building** is no longer used solely for private residential purposes†

†If You are in any doubt please ask

3. Taking care of Your property

You must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take and cause to be taken all reasonable steps to safeguard **Your** property from loss or damage

You must ensure that the structure of the **Building** is maintained in a good and substantial state of repair

4. Fraud

You must not act in a fraudulent manner

If **You** or anyone acting for **You** makes a claim under the policy knowing the claim to be false or fraudulently inflated in any respect or if any loss or damage is caused by **Your** wilful act or with **Your** connivance **We** will not pay the claim and all cover under the policy is forfeited

5. Claims - if any injury loss or damage happens

- (a) **You** must as soon as **You** reasonably can
 - tell **New India**
 - inform the police if property is lost or theft or malicious damage is suspected
 - take all reasonable steps to recover missing property
- (b) **You** must also
 - send to **New India** immediately any writ or summons and as soon as possible any letter claim or other document
 - notify full details of **Your** claim to **New India** within 60 days

Conditions - continued

- supply at **Your** own expense all reports certificates plans specifications information and assistance that **New India** may require
- (c) **You** must not
 - admit or deny any claim made by someone else against **You** or make any arrangement with them **New India** has the right to negotiate settle or defend any such claim in **Your** name and on **Your** behalf
- (d) **You** may not
 - abandon any property to **New India**

6. Unoccupancy

If any tenanted accommodation forming part of the **Building** is unoccupied for 30 consecutive days or more whilst untenanted **You** must ensure that:

- (a) the gas electricity and water is turned off at the mains and the water and heating system is drained
- (b) the premises are visited at least once every 7 days and written reports are kept following such inspections
- (c) any defect revealed by an inspection is promptly rectified
- (d) all perimeter walls gates and fences are maintained in good order
- (e) where the premises remain unoccupied for more than three months all ground floor windows and unnecessary doors are bricked up or boarded over and letter boxes are sealed

7. Passenger Lifts

You must ensure that:

- (a) each passenger lift in the **Building** which is owned by **You** or for the maintenance of which **You** are responsible is the subject of a maintenance contract with the manufacturer or other competent party
- (b) all work recommended from time to time by the manufacturer or other competent party is immediately carried out
- (c) all other recommendations made by the manufacturer or other competent party are immediately put into effect

8. Cancellation

- (a) **New India** may cancel this Policy by sending thirty days' notice by recorded delivery to the **Insured** at the **Insured's** last known address in which event the **Insured** shall receive a pro-rata return of premium for the unexpired Period of Insurance
- (b) **New India** may cancel this Policy forthwith in the event of non-payment of the premium or default by the **Insured** under any monthly instalment scheme. No refund will be made of any instalment paid
- (c) **New India** may at its option deduct any outstanding premium remaining unpaid from any claim payment made under this Policy

9. Arbitration

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

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

10. Cooking in Bedrooms - Applicable to Bed-Sitters

This Policy does not provide cover in respect of loss, or destruction of or damage to property or any loss or expense resulting or arising from cooking in bedrooms unless it is undertaken in a properly constructed kitchen area

11. Tenancy Agreement

It is a requirement of this Policy that any tenancy agreement which relates to the **Building** must be arranged between the **Insured** and the tenant and be for a period of not less than 6 months

Conditions - continued

12. Multi Tenure Properties

It is a requirement of this Policy that if the **Building** is occupied by more than one tenant who share communal kitchen and/or bathroom facilities a tenancy agreement must be in force between such tenant and the landlord. The tenancy agreement should state that there is Joint and Several Liability which will be deemed to be a Single Tenancy Agreement for the purposes of this insurance

13. Felt Roof Condition

It is a condition precedent to liability that if any **Building** has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by the Insurer

General Exclusions

What is not Covered

These exclusions apply throughout the policy

1. We will not pay for

- (a) any loss or damage or liability occasioned by or happening through
 - (1) riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands
 - (2) confiscation or detention by customs or other officials or authorities
- (b) loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

*Exclusion 1 does not apply to Sections B - Liability to the Public and E - Liability to **Employees***

2. We will not pay for

- (a)
 - (1) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss
 - (2) any legal liability directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any irradiated 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 of its nuclear component
- (b) any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power

3. We will not pay for

any reduction in market value of any property following its repair or reinstatement

*Exclusion 3 does not apply to Sections B - Liability to the Public and E - Liability to **Employees***

4. We will not pay for

- (a) any loss or damage in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
- (b) any loss or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - (i) Riot or Civil Commotion
 - (ii) **Terrorism**

For the purposes of this policy **Terrorism** shall mean any 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 ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

If any action suit or other proceedings where **New India** alleges that by reason of this definition any loss destruction or damage is not covered by this policy the burden of proving such loss destruction or damage is covered shall be upon **You**

*Exclusion 4 does not apply to Section E - Liability to **Employees***

What is not Covered

5. Date Change Exclusion

This policy does not provide cover in respect of any

- (1) loss or destruction of or damage to property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by the Insured and/or
- (2) liability for damages attaching to the Insured or any associated costs relating thereto

directly or indirectly caused by or contributed to by or consisting of or arising from the failure at any time of any computer data processing equipment or media microchip integrated circuits or similar device or any computer software whether the property of the Insured or not to

- (a) recognise correctly or treat any date as its true calendar date and/or
- (b) capture save retain process manipulate or interpret correctly any data information command or instruction as a result of
 - (i) its failing to treat any calendar date as its true date or
 - (ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time

but provision (1) shall not exclude subsequent loss or destruction of or damage to property or consequential loss not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons (other than thieves) earthquake storm flood subsidence escape of water from any tank apparatus or pipe (including sprinkler installations) or impact by any road vehicles or animal where such loss destruction damage or consequential loss is insured by the policy.

Where cover is in force this exclusion shall not apply to the Employers' Liability section of the policy.

Endorsements

The following Endorsements are applicable only where shown as operative within the Schedule.

CLRL01 Storm and Flood Exclusion

Notwithstanding anything contained herein to the contrary, loss or damage by Cause 2 (storm or flood) is excluded.

CLRL02 Subsidence Ground Heave and Landslip Exclusion

Notwithstanding anything contained herein to the contrary, loss or damage by Cause 5 (subsidence or ground heave of the site on which the **Building** stands or landslip) is excluded.

CLRL03 Escape of Water and Frost Damage Exclusion

Notwithstanding anything contained herein to the contrary, loss or damage by Cause 5 (Escape of water from or frost damage to a fixed water installation, drainage installation or heating installation or a washing machine, dishwasher water bed, refrigerator or deep freeze cabinet) is excluded.

CLRL04 Theft Exclusion

Notwithstanding anything contained herein to the contrary, loss or damage by Cause 7 (theft or attempted theft) is excluded.

CLRL05 Increased Excess (Sections A, C and D) £500

Notwithstanding anything contained herein to the contrary, the Excess in respect of claims made under Section A, C or D is amended to:

£500 each and every claim; increasing to

£500 each and every claim in respect of cause 6 (escape of water or frost damage); and

£1,000 each and every claim in respect of cause 5 (subsidence, ground heave or landslip); and

£2,500 each and every claim in respect of damage caused by tenants.

CLRL06 Increased Excess (Sections A, C and D) £1,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of claims made under Section A, C or D is amended to:

£1,000 each and every claim; increasing to

£2,500 each and every claim in respect of damage caused by tenants.

CLRL07 Increased Excess (Sections A, C and D) £2,500

Notwithstanding anything contained herein to the contrary, the Excess in respect of claims made under Section A, C or D is amended to:

£2,500 each and every claim.

CLRL08 Increased Excess (Sections A, C and D) £5,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of claims made under Section A, C or D is amended to:

£5,000 each and every claim.

CLRL09 Increased Excess (Sections A, C and D) £10,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of claims made under Section A, C or D is amended to:

£10,000 each and every claim.

CLRL10 Increased Excess (Storm or Flood) £1,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 2 (storm or flood) of Sections A, C and D is amended to:

£1,000 each and every claim.

Endorsements - continued

CLRL11 Increased Excess (Storm or Flood) £2,500

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 2 (storm or flood) of Sections A, C and D is amended to:
£2,500 each and every claim.

CLRL12 Increased Excess (Storm or Flood) £5,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 2 (storm or flood) of Sections A, C and D is amended to:
£5,000 each and every claim.

CLRL13 Increased Excess (Storm or Flood) £10,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 2 (storm or flood) of Sections A, C and D is amended to:
£10,000 each and every claim.

CLRL14 Increased Excess (Escape of Water and Frost Damage) £500

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 5 (Escape of water from or frost damage to a fixed water installation, drainage installation or heating installation or a washing machine, dishwasher water bed, refrigerator or deep freeze cabinet) is amended to:
£500 each and every claim.

CLRL15 Increased Excess (Escape of Water and Frost Damage) £1,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 5 (Escape of water from or frost damage to a fixed water installation, drainage installation or heating installation or a washing machine, dishwasher water bed, refrigerator or deep freeze cabinet) is amended to:
£1,000 each and every claim.

CLRL16 Increased Excess (Escape of Water and Frost Damage) £2,500

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 5 (Escape of water from or frost damage to a fixed water installation, drainage installation or heating installation or a washing machine, dishwasher water bed, refrigerator or deep freeze cabinet) is amended to:
£2,500 each and every claim.

CLRL17 Increased Excess (Escape of Water and Frost Damage) £5,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 5 (Escape of water from or frost damage to a fixed water installation, drainage installation or heating installation or a washing machine, dishwasher water bed, refrigerator or deep freeze cabinet) is amended to:
£5,000 each and every claim.

CLRL18 Increased Excess (Escape of Water and Frost Damage) £10,000

Notwithstanding anything contained herein to the contrary, the Excess in respect of loss or damage by Cause 5 (Escape of water from or frost damage to a fixed water installation, drainage installation or heating installation or a washing machine, dishwasher water bed, refrigerator or deep freeze cabinet) is amended to:
£10,000 each and every claim.

Claims Settlement

New India will at its option pay in cash the amount of the loss or damage or may repair reinstate or replace the lost or damaged property

The sum insured will not be reduced by any claim.

Matching sets and suites

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings is regarded as a single item

We will pay **You** for individual damaged items but not undamaged companion pieces

Other insurance policies

If any injury loss or damage is covered by any other insurance **New India** will not pay more than its rateable proportion

Basis of Settlement - Section A Buildings

Buildings (other than Carpets in Communal Areas)

We will at our option pay either:

- 1) the cost of rebuilding or replacement
- or
- 2) the cost of repair or restoration

In each case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Provision

The above Basis of Settlement will only apply if

- (a) the rebuilding replacement repair or restoration commences and proceeds without unreasonable delay
- (b) the costs of rebuilding replacement or repair or restoration shall have actually been incurred

Otherwise the Basis of Settlement may include deductions for depreciation and wear and tear

Fitted carpets in Communal Areas

We will at our option pay either:

- 1) the cost of repair or reinstatement
- or
- 2) the cost of replacement as new less a deduction for wear and tear and depreciation

Basis of Settlement - Contents Sections C & D

Contents of Communal Areas and Individual Residences

We will at our option pay either:

- 1) the cost of repair
- or
- 2) the cost of replacement as new less a deduction for wear and tear and depreciation

Claims Settlement - continued

Inflation Protection

To help protect **You** against the effect of inflation every sum insured and monetary limit under Sections A C and D will be increased at the end of each month by the percentage increase in the following indices:

Section A - Buildings	the House Rebuilding Cost Index published by the Royal Institution of Chartered Surveyors
Section C - Contents of Communal Areas	the Consumer Durables Section of the Retail Price Index compiled by the Department of Employment
Section D - Contents of Individual Residences	

If an index becomes unavailable **New India** will use a suitable alternative index

If an index should fall the sums insured and monetary limits will be maintained

There is no charge for this Inflation Protection at the time of the monthly increase but at the next renewal of **Your** policy the premium will be based on the increased sum insured

During the period of repair or replacement following loss or damage to the **Building** the Sum Insured will continue to receive the benefit of Inflation Protection provided

- (a) **You** take all reasonable steps to ensure that the repair or replacement is carried out without delay
- (b) the Sum Insured at the time of the loss or damage represents the Full Value.

Although **You** have the benefit of Inflation Protection **You** should not rely on this alone to keep **Your** sums insured at the correct level

The **Building** or **Contents** may be growing in value faster than inflation - perhaps because **You** have built an extension or because **You** have acquired new items

If **You** do not maintain **Your** sums insured at the correct level **Your** policy may not fully protect **You** in the event of a claim

How to make a claim

You should

1. Check that the cause of the loss or damage is covered. The policy contains details of what is covered, what is not covered and how claims are settled.
2. Comply with the Conditions of the policy.
3. Complete the claim form obtainable from **Your** insurance adviser or local **New India** office.
4. Obtain estimates as soon as possible for repairing the damage. Any temporary repairs necessary to make the **Building** weatherproof (if, for example, the roof has been damaged) can be put in hand immediately, but retain the bills as the cost may well form part of **Your** claim. However, **We** should be given an opportunity of inspecting the damage before permanent repairs are commenced.
5. If someone is holding **You** responsible for damage to their property or for bodily injury to them it is important that **You**
 - (a) tell us and provide full details in writing as soon as possible
 - (b) send us any writ, summons or other legal document served on **You**

Should You have any query please contact Your insurance adviser or the local New India office