

LANDLORD  
MORTGAGES

# PROPERTY OWNERS INSURANCE POLICY

ARRANGED BY  
ALAN BOSWELL INSURANCE BROKERS  
FOR LANDLORD MORTGAGES

PROVIDED BY



# Property Owners Insurance Policy

**Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.**

The Property Owners policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Booklet.

## Fair Presentation of Risk:

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

## Section 1: The Structure

| Cover  | Extensions included as standard (subject to certain limits)   | Clauses and Conditions  | Exclusions   |
|--|---|---|--|
| "All Risks" basis<br>Subsidence is available unless otherwise excluded | <ul style="list-style-type: none"> <li>• Accidental Damage to underground service pipes and cables</li> <li>• Ground rent – up to 2 years whilst uninhabitable and up to a maximum of 10% of the Sum Insured</li> <li>• European Union and Public authorities</li> <li>• Professional fees reasonably incurred in the repair or reinstatement of the Premises</li> <li>• Capital Additions – up to 20% of Sum Insured or £2,000,000 whichever is less</li> <li>• Removal of Debris</li> <li>• Damage by Emergency Services – up to £25,000 in respect of any one claim</li> <li>• Contracting Purchaser's Interest</li> </ul> | <ul style="list-style-type: none"> <li>• Index Linking</li> <li>• Designation</li> <li>• Reinstatement of Sum Insured following a loss providing additional premium is paid</li> <li>• Excess – as per schedule</li> <li>• Flat Roof Condition</li> <li>• Subsidence condition</li> </ul> | <ul style="list-style-type: none"> <li>• Various Exclusions apply to Vacant or Disused Premises</li> <li>• Malicious Damage by Your Employees lawfully on Your Premises</li> <li>• Theft or attempted Theft by employees lawfully in the Premises</li> <li>• Damage caused by riots, strikes, civil commotion or labour disturbances in Northern Ireland</li> <li>• Damage to gates and fences caused by storm or flood</li> <li>• Damage caused by an explosion due to the bursting by steam pressure of a boiler, economiser or any other apparatus unless used for domestic purposes</li> </ul> |

Section 1: The Structure *continued*

| Cover | Extensions included as standard (subject to certain limits)   | Clauses and Conditions | Exclusions   |
|-------|---|------------------------|--|
|       | <ul style="list-style-type: none"> <li>• Trace and Access – up to £25,000 in respect of any one claim</li> <li>• Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees</li> <li>• Workmen permitted to undertake certain alterations</li> <li>• Mortgage – interests of mortgagees, freeholders or lessors protected following increased risk</li> <li>• Drain clearance costs</li> <li>• Fire extinguishment Alarm Resetting and Expenses</li> <li>• Additional sprinkler upgrade costs</li> <li>• Loss of metered water and heating oil – up to £25,000 in any period of insurance</li> <li>• Unauthorised use of Electricity, Gas or Water – up to £25,000 in respect of any one claim</li> <li>• Alternative accommodation costs whilst the Building is uninhabitable up to the Sum Insured for 24 months from the date of damage</li> <li>• Fly Tipping up to £25,000 in respect of any one claim</li> <li>• Removal of Nests up to £1,000 in respect of any one claim</li> <li>• Further Investigation Expenses</li> <li>• Removal of Tenants' Debris up to £25,000 any one claim</li> <li>• Temporary Removal of parts of the Premises for repair or cleaning</li> <li>• Loss of or Duplication of Keys up to £15,000</li> <li>• Theft by Tenants up to £5,000 (This Extension does not cover Damage or liability caused as a result of the property being used for illegal activities).</li> </ul> |                        | <ul style="list-style-type: none"> <li>• Damage caused by storm or flood resulting from frost, subsidence, ground heave or landslip or attributable solely to changes in the water table level</li> <li>• Damage caused by bursting of a boiler due to steam pressure other than in respect of engineering Damage</li> <li>• Property more specifically insured</li> <li>• Damage to glass and sanitary ware as defined under Section 5 – other than by Fire, Lightning or Explosion</li> <li>• Damage to any particular piece of equipment or appliance by self ignition, short circuit excess pressure etc unless more specifically insured under the Policy Extensions</li> </ul> <p><b>Accidental Damage (if selected)</b><br/>Damage caused by:</p> <ul style="list-style-type: none"> <li>• Wear and tear, the action of light</li> <li>• Vermin or insects</li> <li>• Subsidence, landslip or ground heave</li> <li>• Corrosion, wet or dry rot, marring or scratching</li> <li>• Normal settlement or bedding down of new structures</li> <li>• Inherent vice, latent defect, gradual deterioration</li> <li>• Faulty or defective workmanship</li> <li>• Collapse or cracking of Buildings</li> </ul> <p><b>Subsidence, ground heave and landslip (if selected)</b></p> <ul style="list-style-type: none"> <li>• Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building</li> <li>• Damage which originated prior to inception of cover</li> <li>• Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises</li> <li>• Damage resulting from groundworks or excavation at the same premises</li> </ul> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• The normal settlement or bedding down of new structures</li> <li>• The settlement or movement of made-up ground</li> <li>• Coastal or river erosion</li> <li>• Defective design or workmanship or the use of defective materials</li> </ul> |

## Section 1: The Structure *continued*

| Cover | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions  |
|-------|---|------------------------|---|
|       |   |                        | <ul style="list-style-type: none"> <li>Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe</li> </ul> |

## Optional Cover

### Section 2: Landlords Contents

| Cover  | Extensions included as standard (subject to certain limits)   | Clauses and Conditions   | Exclusions  |
|--|---|--|---|
| <p>Available on "Specified Contingencies" basis with the option to include "Accidental Damage"</p> <p>Subsidence is available as an option in most cases</p> | <ul style="list-style-type: none"> <li>Temporary Removal – up to £25,000</li> <li>Replacement Locks – up to £25,000</li> <li>Tenants' debris Removal Costs – up to £25,000 in respect of any one premises</li> <li>Loss of Oil and Metered Water – up to £25,000 in respect of any one period of insurance</li> <li>Alternative Accommodation Costs whilst the Building is uninhabitable up to £100,000 [for 24 months]</li> <li>Theft from outbuildings - up to £2,500</li> <li>Theft by Tenants include up to £5,000 (This Extension does not cover Damage or liability caused as a result of the property being used for illegal activities).</li> </ul> | <ul style="list-style-type: none"> <li>Index Linking</li> <li>Basis of Claims Settlement – reinstatement</li> <li>Automatic Reinstatement of Sum Insured provided extra premium paid</li> <li>Excess – as per schedule</li> <li>Flat Roof Condition</li> <li>Subsidence condition</li> </ul> | <p>As shown under Section 1: The Structure, including</p> <ul style="list-style-type: none"> <li>Damage due to leakage of beverages from bottled stock</li> </ul> |

### Section 3: Public Liability

| Cover  | Extensions included as standard (subject to certain limits)  | Clauses and Conditions | Exclusions   |
|--|--|------------------------|--|
| <p>Legal liability to pay damages and associated costs in respect of:</p> <ul style="list-style-type: none"> <li>accidental, death, disease or illness</li> <li>damage to material property</li> <li>obstruction, trespass, nuisance or interference with air, light, water or way</li> <li>wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy</li> </ul> <p>Indemnity limit as shown in the Schedule</p> <ul style="list-style-type: none"> <li>Territorial Limits <ul style="list-style-type: none"> <li>The United Kingdom, the Channel Islands and the Isle of Man; and</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Cross Liabilities</li> <li>Motor Contingent Liability</li> <li>Defective Premises Act 1972</li> <li>Wrongful Arrest</li> <li>Compensation for Court Attendance connected to a claim (up to £500 per day for partner/director and £250 for each employee)</li> <li>Additional Persons Insured</li> <li>Worldwide Personal Liability</li> <li>Contractors Contingent Liability</li> <li>Contractual Liability</li> <li>Health &amp; Safety at Work Act 1974</li> <li>Data Protection Act 1998</li> <li>Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul> |                        | <ul style="list-style-type: none"> <li>Ownership of buildings not insured under Section 1 – The Structure</li> <li>Ownership of land unless we have agreed to provide cover</li> <li>Manual work away from Premises (other than collection or delivery)</li> <li>Injury or damage arising from any mechanically propelled vehicle or any vessel made to float on, in or travel through water, air or space</li> <li>Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given</li> <li>Goods which You supply, install, erect, repair or treat</li> <li>Cost of rectifying or replacing defective work</li> </ul> |

## Section 3: Public Liability *continued*

| Cover   | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions  |
|---|---|------------------------|---|
| <ul style="list-style-type: none"> <li>- elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.</li> </ul> |   |                        | <ul style="list-style-type: none"> <li>• Pollution or contamination other than caused by a sudden identifiable and unintended and unexpected incident</li> <li>• Damage to anything supplied, installed or erected by You if such Damage is attributable to any defect therein</li> </ul> |

## Section 4: Rent Receivable

| Cover   | Extensions included as standard (subject to certain limits)  | Clauses and Conditions  | Exclusions  |
|---|--|---|---|
| <ul style="list-style-type: none"> <li>• Loss of: <ul style="list-style-type: none"> <li>• Rent</li> <li>• Additional Expenditure and</li> <li>• Outstanding Debit Balances</li> </ul> </li> </ul> <p>Available on "Specified Contingencies" basis with the option to include "Accidental" Damage"</p> <p>Subsidence is available as an option in most cases.</p> | <ul style="list-style-type: none"> <li>• Boiler Explosion</li> <li>• Prevention of Access</li> <li>• Loss of Book Debts</li> <li>• Public Utilities</li> <li>• Professional Accountants' Charges</li> <li>• Automatic Rent Review – maximum 100% increase</li> <li>• Subrogation Waiver against Parent or Subsidiary Companies and Tenants</li> <li>• Contingency Rent Extensions for Landlords' Protection</li> <li>• Denial of Access</li> <li>• Loss of Attraction</li> <li>• Theft by Tenants up to £5,000. (This Extension does not cover Damage or liability caused as a result of the property being used for illegal activities).</li> </ul> | <ul style="list-style-type: none"> <li>• Reinstatement of Sum Insured following a loss</li> <li>• Cessation of Trading</li> <li>• First Financial Year</li> <li>• Payment on Account</li> <li>• Unoccupied Buildings</li> </ul> | <ul style="list-style-type: none"> <li>• As shown under Section 1: The Structure and Section 2: Landlords Contents</li> </ul> |

## Standard Cover

### Section 5: Glass and Sanitary Ware

| Cover  | Extensions included as standard (subject to certain limits)  | Clauses and Conditions | Exclusions  |
|--|--|------------------------|---|
| <ul style="list-style-type: none"> <li>• "All Risks" cover on Glass, Sanitary Ware and Shop Front Glass at the Premises for which You are responsible</li> </ul> | <ul style="list-style-type: none"> <li>• Reasonable cost of boarding up</li> <li>• Damage to frames or framework following breakage of Glass</li> <li>• Removal/replacement of fixtures to effect replacement of glass</li> <li>• Replacement of foil lettering, painting of glass, etc.</li> <li>• Accidental damage to goods following breakage of glass in display windows</li> </ul> |                        | <p>Damage arising out of:</p> <ul style="list-style-type: none"> <li>• Fire, Lightning or Explosion</li> <li>• Removal or installation or repairs or alterations carried out at the Premises</li> <li>• Theft unless theft is covered under Section 1 or 2</li> <li>• Damage in any portion of Vacant or Disused Buildings</li> </ul> |

## Optional Cover

### Section 6: Employers Liability

| Cover  | Extensions included as standard (subject to certain limits)  | Clauses and Conditions  | Exclusions  |
|--|--|---|---|
| <p>Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees.</p> <p>Indemnity limit £10 million (inclusive of legal costs), unless otherwise shown in the Schedule.</p> <ul style="list-style-type: none"> <li>• Territorial Limits                             <ul style="list-style-type: none"> <li>- The United Kingdom, the Channel Islands and the Isle of Man; and</li> <li>- elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in a above, in respect of the performance of non manual work other than the collection and delivery of goods or the erection and dismantling of estate agency boards and signs.</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Health &amp; Safety at Work Act 1974</li> <li>• Compensation for Court Attendance connected to a claim (£500 per day for partner/director and £250 for each employee)</li> <li>• Unsatisfied Court Judgements</li> <li>• Additional Persons Insured</li> <li>• Injuries to Working Partners</li> <li>• Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000)</li> </ul> | <p>Right of Recovery -indemnity is in accordance with any law relating to compulsory insurance of legal liability to employees (but you will repay to us all sums paid which we would not have been liable to pay but for the provisions of such law)</p> | <ul style="list-style-type: none"> <li>• Bodily injury to employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988</li> <li>• Visits or work on any offshore rig or platform</li> </ul> |

## Optional Cover

### Section 7: Terrorism

| Cover   | Extensions included as standard (subject to certain limits) | Clauses and Conditions   | Exclusions  |
|---|---|--|---|
| <p>Damage caused by an Act of Terrorism</p> <p>In the event of Damage at the Premises in respect of</p> <ul style="list-style-type: none"> <li>• Section 1: The Structure</li> <li>• Section 2: Landlords Contents</li> <li>• Section 5: Glass and Sanitary Ware</li> </ul> <p>where operative.</p> <p>Territorial Limits: England, Wales and Scotland</p> <p>Elsewhere in the world: Not insured</p> <p>Limit of Liability as otherwise specified in this Policy</p> |   | <ul style="list-style-type: none"> <li>• Indemnity is subject to:                             <ul style="list-style-type: none"> <li>– HM Treasury issuing a certificate to certify that any Damage was caused by an Act of Terrorism</li> <li>or</li> <li>– a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that any Damage was caused by an Act of Terrorism</li> </ul> </li> <li>• Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance shall not apply to Terrorism insurance</li> <li>• Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance</li> </ul> | <ul style="list-style-type: none"> <li>• Cover will not extend to include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987</li> <li>• Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power</li> <li>• Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack</li> <li>• Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded</li> <li>• Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor</li> </ul> |

## Section 7: Terrorism *continued*

| Cover | Extensions included as standard (subject to certain limits) | Clauses and Conditions | Exclusions   |
|-------|---|------------------------|--|
|       |   |                        | <ul style="list-style-type: none"> <li>Damage to any Residential Property insured in the name of a Private Individual</li> </ul> |

## General Conditions

|   |  |  |  |
|---|--|--|--|
| <ul style="list-style-type: none"> <li>Fair Presentation of the Risk</li> <li>Reasonable Precautions</li> <li>Change of Risk or Interest</li> </ul> | <ul style="list-style-type: none"> <li>Cancellation</li> <li>Instalments</li> <li>Choice of Law</li> </ul> | <ul style="list-style-type: none"> <li>Contracts (Rights of Third Parties) Act 1999</li> <li>Interest</li> </ul> | <ul style="list-style-type: none"> <li>Fire Extinguishing Appliances</li> <li>Changes to your cover</li> </ul> |
|---|--|--|--|

## Claims Conditions

|   |   |   |   |
|---|---|---|---|
| <ul style="list-style-type: none"> <li>Conditions Precedent</li> <li>Action by You</li> </ul> | <ul style="list-style-type: none"> <li>Our Rights</li> <li>Fraudulent Claims</li> </ul> | <ul style="list-style-type: none"> <li>Subrogation</li> <li>Other Insurances</li> </ul> | <ul style="list-style-type: none"> <li>Arbitration</li> <li>Excesses</li> </ul> |
|---|---|---|---|

## General Exclusions

|   |   |  |  |
|---|---|--|--|
| <ul style="list-style-type: none"> <li>War, Government Action and Terrorism</li> <li>Sonic Bangs</li> </ul> | <ul style="list-style-type: none"> <li>Radioactive Contamination</li> <li>Pollution or Contamination</li> </ul> | <ul style="list-style-type: none"> <li>Date Recognition</li> </ul> | <ul style="list-style-type: none"> <li>Computer Virus and Hacking</li> </ul> |
|---|---|--|--|

## Further Information

### Other features

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

Helpline services available for:

- Business Legal Advice Helpline on any business problem including employment, VAT, contract disputes, landlord and tenant disputes etc. (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG)
  - Business Emergency Assistance Helpline – assistance from reputable local contractors to deal with an emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG): Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:
    - England, Scotland, Wales and Northern Ireland
    - the Channel Islands and the Isle of Man
    - any other member country of the European Union
    - Switzerland and Norway
- Tax advice can only be offered in respect of matters subject to the laws of the United Kingdom. Advice on motoring matters is not available.
- Stress Counselling – service for any employee (and their family) over the telephone, assisting with issues such as Stress, Relationship, Depression, Bereavement and Family (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
  - Health and Medical Advice – assistance for any employee concerning Exercise Information, Sports Injuries, Changing Doctors, Nutrition Assessment, Giving Up Smoking, Complimentary Health (supplied by DAS Legal Expenses Insurance Company Limited on behalf of NIG).
  - Emergency Glazing and Security Assistance Helpline – rapid call-outs for any glazing or door and window security problems (supplied by Glassolutions on behalf of NIG).

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition – Cancellation.

### Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance

with the General Condition – Cancellation.

### How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your Policy Number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).



The Landlord Mortgages Policy is provided by NIG.

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.  
Registered in England and Wales No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority  
and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Calls may be recorded.

