

**Policy Wording
for
VACANT PREMISES
INSURANCE**

NILEFERN LIMITED (TRADING AS NELSON POLICIES AT LLOYD'S)

2ND Floor

Knightrider Chambers

12 Knightrider Street

Maidstone

Kent

ME15 6LP

Introduction

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 insurance, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

Wherever the following words appear in bold in this policy they will have the meanings shown in the Definitions on page 6.

This document, the **schedule** and any endorsement(s) attached form **your** policy.

This document sets out the conditions of the policy between **you** and **us**. It should be kept in a safe place.

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

- **you** check that the sections **you** have requested are included in the **schedule**;
- **you** check that the information **you** have given **us** is accurate – see the “Information You have given Us” section;
- **you** notify **your** broker as soon as practicable of any inaccuracies in the information you have given **us**;
- **you** comply with **your** duties under each section and under the insurance as a whole.

Important Information – Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect your policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the Right to cancel condition below.

We or **your** insurance **broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Notifying us of any changes or inaccuracies

You must notify **your broker**:

- without delay if **you** become aware that information **you** have given **us** is inaccurate;

- within fourteen (14) days of **you** becoming aware about any changes in the information you have provided to **us** which happens before or during the **period of insurance**.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects your insurance. For example, **we** may amend the terms of your insurance or cancel your insurance in accordance with the Cancellation clause below.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Important Information – “Policyholder Notices”

Cancellation

You can also cancel this policy at any time by writing to **your broker**.

We can cancel this policy by giving **you** thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that we can no longer provide you with insurance cover;
- Non-cooperation or failure to supply any information or documentation we request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

Refund of Premium

You have a statutory right to cancel this policy by writing to your broker within fourteen (14) days of either:

- the date you receive this policy; or
- the start of the period of insurance

whichever is the later.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside of the statutory right period, there may be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **you** do not exercise your right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

Claims

How to make a claim

If **you** want to make a claim under this policy, please contact **your broker**.

Things **you must do**

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

1. **You** must notify **your** broker as soon as practicable giving full details of what has happened.
2. **You** must provide **your broker** with any other information **we** may require.
3. **You** must forward to **your broker** as soon as practicable , but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document you receive.
4. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
5. **You** must take all reasonable care to limit any loss, damage or injury.
6. **You** must notify us within 7 (seven) days of the building becoming illegally occupied and **we** reserve the right to enter the premises or any building where any loss or damage has occurred to deal with **your** claim.

Defence of claims

We may, at our discretion take full responsibility for conducting, defending or settling any claim in **your** name and take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask you to provide any relevant information, documents and assistance **we** may require to help with **your** claim.

Fraudulent Claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. **We** will have no liability to pay the fraudulent claim and be entitled to recover any payments which have been made in respect of the fraudulent claim; **we** have the option to treat the insurance as having been terminated at the time of the fraudulent act and need not return premium; **we** will remain liable for legitimate losses before the fraudulent claim.

Underinsurance in the event of a claim under Section 1

It is **your** responsibility to ensure that the **buildings** and **contents** sums insured are sufficient to cover the full cost of rebuilding the **buildings** and replacing the **contents**. If the cost of rebuilding the **buildings** in the same form, size, style and condition as new is more than the sum insured shown on your **schedule**, **we** will (a) not pay the difference, and (b) will pay only a portion of the amount claimed, this portion being determined by the underinsurance. For example, if the sum insured is equal to 75% of the amount needed to rebuild the **buildings**, **we** will only pay 75% of any claim relating to the **buildings**.

If the sum insured for **contents** is less than the full replacement cost of the **contents**, **we** will (a) not pay the difference, and (b) will pay only a portion of the amount claimed, this portion being determined by the underinsurance. For example, if the amount of **your** contents cover is equal to 75% of the amount needed to replace all the **contents**, **we** will pay only 75% of the value of any claim relating to **contents**.

Complaints and concerns

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about your policy or the handling of a claim **you** should, in the first instance, contact **your broker** whose contact details are shown in the **schedule**.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to either:

The Complaints Team, Tokio Marine Kiln, 20 Fenchurch Street, London, EC3M 3BY, United Kingdom

Tel: 020 7886 9000 Email: Complaints@Tokiomarinekiln.com

If **you** are still not satisfied with **our** response, **you** may then refer **your** complaint to the Complaints Team at Lloyd's. The address of the Complaints Team at Lloyd's is:

Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225 Website: www.lloyds.com/complaints

E-mail: complaints@Lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel: 0800 023 4 567 (calls are free from "fixed lines" in the UK) or;
 0300 123 9123 (call charges may apply in the UK)

E-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint does not affect **your** right to take legal action, however, FOS will not adjudicate on any cases where litigation has commenced.

Compensation

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Data Protection

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Rights of Third Parties

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

Law and Jurisdiction

Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Sanctions Endorsement LMA5213 (12 March 2014)

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

DEFINITIONS

Accident	An event occurring at the premises , the occurrence of which was sudden and unforeseen, and which can be shown to have commenced during the period of insurance , and which results in physical damage to property or bodily injury .
Bodily Injury	Physical injury including accidental death, disease or illness.
Buildings	The building(s) situated at the address of the premises shown in the schedule and being built of brick, stone, concrete and with the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely non-combustible mineral material, including all interior decorations and fixtures and fittings, plus, if so indicated on the schedule , outbuildings including garages, fixed fuel tanks, swimming pools, tennis courts, drives, patios, terraces, walls, gates and fences.
Contents	Those articles not part of the buildings , nor any fixtures and fittings, which are included in the sums insured and shown on the schedule as contents and which you own or are responsible for.
Endorsement	A change in the terms and conditions of this insurance agreed by you and us .
Excess	The amount shown as such in the schedule , and the amount you must contribute to the claims costs arising in respect of each separate accident .
Period of Insurance	The period during which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Premises	The address which is printed in the schedule .
Schedule	The schedule , which is clearly labelled as such, forms part of your policy and contains details of you, the premises, the excess , the sums insured, the period of insurance and the sections of this insurance which apply.
We / us /our	The Underwriters at Lloyd's who have a share in this insurance.
You / Your / Insured	The person or persons named in the schedule .
Your broker	The insurance broker or intermediary who arranged this insurance on your behalf.

Important Information – Important Conditions

There are specific conditions detailed in **your Schedule** which **you** must comply with. If **you** breach any of these conditions then this may affect some or all of **your** claim(s), it may reduce the amount payable by **us** under the policy, or **we** may treat this insurance as though it never existed.

GENERAL EXCLUSION CLAUSES APPLICABLE TO THE WHOLE OF THIS INSURANCE

Nuclear reaction, nuclear radiation or radioactive contamination

We will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever;
2. Any legal liability of whatsoever nature, or death or injury to any person
caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

War

We will not pay for loss or damage 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.

Terrorism Exclusion

We will not pay for loss or destruction of or damage to any property, or any other loss or expense, or any legal liability of any nature caused by, or contributed to, or arising from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this insurance an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We will not pay for loss, damage, cost or expense of whatsoever nature caused by, resulting from or arising from or in connection with any action taken by third parties in controlling, preventing, or suppressing any act of terrorism.

Pressure Waves

We will not pay for any loss, destruction or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Contamination & Pollution

This policy does not cover any loss or damage due to pollution or contamination regardless of where or when it occurs and regardless of whether such loss or damage was caused by any peril hereby insured against.

Electronic Data

We will not pay for:

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

Biological and Chemical Contamination

We will not pay for:

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever;
2. any legal liability of whatsoever nature;
3. death or injury to any person;

caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- terrorism; and/or
- 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 reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Contractors Exclusion

We will not pay for loss or destruction of or damage to any property, or any other loss or expense, or any legal liability of any nature caused by, or contributed to, or arising from or in connection with the activities of contractors working on the **premises**. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or about the **premises**, including **you** where **you** are working in the capacity of a tradesman.

Other Insurance Clause

We will not pay any claim for any loss, damage or liability covered under this insurance which is also covered wholly or in part under any other insurance except in respect of any amount beyond that which would have been covered under other such insurance had this insurance not been affected.

SECTION 1 – PROPERTY

What is Covered	What is not covered
Loss of or damage to the buildings and loss of or damage to the contents as a result of :-	Loss of or damage to the buildings or the contents as a result of :-
Fire arising in any way (a standard peril)	
Explosion (a standard peril)	An explosion caused by the bursting of a boiler (not being a boiler used for domestic purposes only) or other apparatus which contains pressurised steam and which is owned or operated by the Insured .
Lightning (a standard peril)	
Impact of AIRCRAFT and other aerial devices or articles dropped therefrom (a standard peril)	
Earthquake shock (a standard peril)	
OTHER LIMITED PERILS - Wind, rain, hail and flood but only if so indicated on the schedule as being covered.	Frost or weight of snow.
What we will pay in respect of a valid claim	What we will not pay in respect of a valid claim
<p>Costs pre-authorised by us for material, labour and equipment necessary to effect repair or rebuilding or replacement (whichever is the lesser) of the Buildings and Contents. Such costs are limited to the amount shown in the applicable part of the schedule.</p> <p>If the buildings were not in a good state of repair immediately prior to the loss or damage, we will reduce the amount of our payment to allow for wear and tear.</p> <p>Remember: any act or failure on your part that leads to (or increases the cost of) a claim may be taken into account when we decide how much to pay in settlement of that claim.</p>	<p>Any cost or expense not pre-authorised by us UNLESS the cost or expense has been incurred in reducing the actual or potential cost of an on-going event.</p> <p>Any amount which means you have not borne the excess applicable.</p> <p>Any expenses incurred by you in preparing a claim or an estimate of loss or damage.</p> <p>Any costs arising from loss or damage to outbuildings and garages which are not built of brick, stone, concrete and with the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely non-combustible mineral material.</p>
Architects' and surveyors' fees necessarily incurred with our consent in the repair or rebuilding of the Buildings .	Any amount over 10% of the buildings sum insured
The cost incurred with our consent in removing debris, shoring up or demolition of buildings .	Any amount over 5% of the buildings sum insured
Any cost necessary to comply with requirements set by Government, Local Authority or other statutory body.	Any such costs associated with requirements notified to you before the happening of the event which gave rise to the claimed-for loss or damage, or with requirements relating to undamaged parts of the building or its foundations.

We will not reduce the sum insured under section one after **we** have settled a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

SECTION 1 – FIRE BRIGADE CHARGES

We will pay the fire brigade charges levied against **you** by any local authority in respect of attendance by the fire brigade for the purpose of minimising a loss following damage caused by an insured peril at the risk address.

This insurance does not cover any fine or other penalty imposed on **you**, or awarded against **you**, other than as damages, as a result of any actual or alleged offence under any legislation, in particular under any of the Fire Services Act or the Criminal Justice Act of 2005.

SECTION 2 – LIABILITY

What is covered	What is not covered
<p>Your legal liability as owner of the buildings and its land if, as a direct consequence of an accident, someone dies, is injured, falls ill or has their property damaged.</p>	<p>Your legal liability arising from:</p> <ul style="list-style-type: none"> - the death, bodily injury or illness of you or a member of your family or your domestic staff or employees; - loss or damage to any property you or a member of your family or your domestic staff or employees own, or are responsible for; - an agreement that imposes a liability you would not otherwise have been under; - any professional, occupational or business activities; - the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property; - the ownership or operation of lifts, elevators or hoists; - repairs, alterations or other work carried out by contractors.
What we will pay in respect of a valid claim	What we will not pay in respect of a valid claim
<p>The most we will pay for the costs of settling and defending any and all claims arising from one accident, including claimants' costs and expenses, is the amount shown on the schedule.</p>	<p>Any amount which means you have not borne the excess applicable.</p> <p>Liability arising out of any criminal or violent act to another person.</p> <p>The cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.</p>

We bind ourselves severally and not jointly, that is, in the event of a loss, each of **us** (and our Executors and Administrators) is liable only for **our** own share of **our** syndicates' proportion of the risk.

The Society of Lloyd's is authorised and regulated by the Financial Conduct Authority (FCA) and the United Kingdom Prudential Regulation Authority (PRA) under the Financial Services and Markets Act 2000. The Society of Lloyd's Financial Services Register Firm Number is: 202761.

Further details can be found at:

www.bankofengland.co.uk for the Prudential Regulation Authority and;

www.fca.org.uk for the Financial Conduct Authority

The written authority number B1262BW0048414 allows Nilefern Limited (trading as Nelson Policies at Lloyd's) to sign and issue this policy on behalf of Lloyd's Underwriters whose respective shares and syndicate numbers can be obtained by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Nilefern Limited (trading as Nelson Policies at Lloyd's) is authorised and regulated by the Financial Conduct Authority. Details of Nilefern Limited (trading as Nelson Policies at Lloyd's firm number 305456) may be checked on the Financial Services Register at www.fca.org.uk/register.