# Unoccupied Property Insurance

## Endorsement

This endorsement attaches to and forms part of Policy Number:

In the name of:

### Unoccupied Level 2 Conditions PTY E002 05/22

Cover under the Material Damage Section is extended by adding the Listed Perils stated below in respect of the following **Unoccupied Premises**:

Premises:

#### **Listed Perils**

1 Storm

This Peril does not cover:

- (a) **Damage** by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
- (b) **Damage** by inundation from the sea whether resulting from Storm or otherwise;
- (c) **Damage** by frost **Subsidence Heave** or **Landslip**;
- (d) **Damage** in respect of fences gates and moveable property in the open.

#### 2 Flood

This Peril does not cover:

- (a) **Damage** by Storm;
- (b) **Damage** by the escape of water from any tank apparatus or pipe;
- (c) **Damage** by frost **Subsidence Heave** or **Landslip**;
- (d) **Damage** in respect of fences gates and moveable property in the open.

#### 3 Subsidence or Heave of any part of the site on which the Premises stands or Landslip.

This Peril does not cover **Damage**:

- (a) to yards, car parks, roads, pavements, swimming pools, walls, gates and fences;
- (b) caused by or consisting of:
  - (i) **Settlement** or bedding down of structures which are less than twelve (12) months old since completion;
  - (ii) **Settlement** or movement of made-up ground which is less than twelve (12) months old since completion;
  - (iii) coastal or riverbank erosion;
  - (iv) defective design or workmanship or the use of defective materials;
  - (v) subterranean fire, explosion, earthquake, or the escape of water from any tank apparatus or pipe;
- (c) which originated prior to the inception of this policy;
- (d) resulting from:
  - (i) demolition, construction, structural alteration, or repair of any property
  - (ii) groundworks or excavation at the same **Premises**.

#### **Special Condition to Peril 3 – Subsidence**

Insofar as this policy relates to **Damage** caused by **Subsidence**, **Heave** or **Landslip** not otherwise excluded above **You** must as soon as practicably possible notify **Us** if **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site.

**We** shall then have the right to vary the terms or cancel the cover, in accordance with the Cancellation and Cooling Off provisions, afforded by this Peril.

#### 4 Weight of Snow

This Peril does not cover:

(a) **Damage** to property in the open or in open sided buildings or contained in outbuildings, fences and gates.

**5 Falling trees and satellite dishes** including the costs of felling or lopping trees at the property insured which are an immediate threat to the safety of life or property as a result of **Damage**.

This Peril does not cover:

- (a) any legal or local authority costs involved in the removal of trees; or
- (b) any costs incurred solely to comply with a Tree Preservation Order; or
- (c) any costs incurred in respect of routine tree maintenance.

6 **Collision** including impact by any vehicle or animal not belonging **You** or under **Your** control or any occupier of the Premises or their respective employees.

This Peril does not cover, in respect of vehicles or animals belonging to **You** or under **Your** control or any occupier of the **Premises** or their respective employees, the amount of the **Excess** stated in the **Schedule** in respect of each and every loss as ascertained.

#### Definitions

In addition to the general Definitions within the **Policy**, the following defined terms apply to this **Endorsement.** 

- **Heave** means the upward movement of the ground beneath the buildings as a result of the soil expanding.
- Landslip means the downward movement of sloping ground.
- **Settlement** means the downward movement as a result of the soil being compressed by the weight of the building within ten (10) years of construction.
- **Subsidence** means the downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the buildings.

#### **Listed Perils Exclusions**

In addition to the Exclusions within the **Policy**, the following exclusions apply to this **Endorsement**.

Listed Perils do not cover You for any claims arising out of or relating to:

- (i) property which at the time of the **Damage** occurring is insured by or would but for the existence of this Section be insured by any marine policy or policies, but this shall not exclude any amount in excess of that recoverable under such more specific insurance which would have been payable under the marine policy or policies had this Section not been affected.
- (ii) The **Excess** in respect of **Damage** attributable to storm shall be as stated in the **Schedule**, subject to a minimum of GBP 1,500 each and every claim on that portion of any **Building** with a flat or felt roof.

All other terms and conditions remain unaltered.