

# Unoccupied Property Insurance

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## Endorsement

This endorsement attaches to and forms part of Policy Number:

In the name of: **Illustration Only - Endorsement Example Including Flood and Subsidence**

### **Unoccupied Level 3 Conditions**

**PTY E003 12/24**

Cover under the Property 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.

7 **Escape of Water** from any tank apparatus or pipe.

This Peril does not cover **Damage** by water discharged or leaking from any automatic sprinkler installation.

8 **Theft or attempted theft** involving:

- (a) forcible and violent entry to or exit from **Buildings** at the **Premises** including such thefts or attempted thefts involving collusion by any **Employee** but not any of the **Your** partners or directors;
- (b) assault or violence or threat thereof to **You** or **Your** partners, directors, **Employees** or members of their families or any other person lawfully on the **Premises**.
- (c) **Damage to the Buildings** resulting from forcible and violent entry to or exit from **Buildings** at the **Premises**.

Provided that **You** are responsible for making good such **Damage**. **Our** liability under this Peril is limited to the extent that **You** are responsible for making good such **Damage**.

This Peril does not cover:

- (i) **Damage** caused by fire or explosion other than following the use of explosives in pursuance of theft subject to a maximum limit of liability of GBP 25,000 or the total Sum Insured whichever is the lesser amount;
- (ii) **Damage** to cigarettes, cigars, tobacco, wines and spirits;
- (iii) **Damage** to coin and similarly operated gaming and or amusement machines or their contents;
- (iv) **Damage** to plate float toughened laminated or stained glass or any decoration or lettering or any glass otherwise insured;
- (v) **Damage** to furs gold silver or other precious metals or precious stones;
- (vi) theft or attempted theft from yards gardens open spaces or outbuildings unless the contents thereof are specifically insured by this Section.

#### **Special Extension to Peril 8 – Theft or Attempted Theft – Temporary Removal**

The property insured by this Section is covered whilst temporarily removed for cleaning renovation repair or other similar purposes at any other **Premises** in the United Kingdom.

**Our** liability under this Extension shall not exceed ten per cent (10%) of the Sum Insured on such property.

This Extension shall not apply to property otherwise insured.

**9 Riot Civil Commotion Strikers Locked-out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

The Peril does not cover **Damage** arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority.

**10 Malicious Persons** not acting on behalf of or in connection with any political organisation.

The Peril does not cover:

- (a) **Damage** (other than by Fire or Explosion);
- (b) **Damage** by theft.

### **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.
- **Flood** means the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam, inundation from the sea, and inundation by rainwater or rainwater induced runoff, other than where the inundation results solely from the ingress of rainwater through or via the roof of a building.

(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** or **Outbuilding** with a flat or felt roof.

All other terms and conditions remain unaltered.