



**BLUEFIN UNDERWRITING  
GROUP  
RESIDENTIAL PROPERTY  
OWNERS POLICY**

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**PLEASE READ THIS POLICY (AND THE SCHEDULE WHICH  
FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE  
THAT IT MEETS YOUR REQUIREMENTS**

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The Contract of Insurance

This **Policy** is issued in accordance with the authorisation granted under contract to Bluefin Underwriting Group acting on behalf of a consortium of leading UK insurers.

This **Policy**, the application form and/or declaration made by **You** and the **Schedule** should be read together and form the contract of insurance between **You**, **The Insured** and **Us** the **Insurer**

**In return for You** having paid or agreed to pay the premium for the **Period of Insurance**, We will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the **Policy**.

## Here is Your New Residential Property Owners Policy

This Policy is a legal contract. **You** must tell **Us** about any fact or changes which affect **Your** insurance and which have occurred either since the **Policy** started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** insurance adviser. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the **Policy** may not cover **You** fully.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance adviser when **You** renew this **Policy**.

## Law applicable to the contract

**You** are free to choose the law applicable to this Policy. **Your Policy** will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

## Definition of Words

At the front of **Your** Policy and at the beginning of each Section certain words have been defined. These have the same meaning wherever they are used in the Policy or **Schedule** generally or the specific Section and they and other important words are highlighted by the use of **bold** print.

In consideration of **You** paying to **Us** the First Premium mentioned in the **Schedule** which it is understood may include a documentation charge of no more than thirty five pounds **We** may agree to insure in the manner and to the extent provided for in the respective Sections specified in the **Schedule** in respect of events occurring during the **Period of Insurance** set out in the **Schedule** or any subsequent period for which **You** shall pay and **We** shall accept the premium required.

## Claims and Underwriting Exchange

**We** pass information to the Claims and Underwriting Exchange Register run by Insurance Database Services Ltd (IDS) Ltd. The aim is to help **Us** check information provided and also to prevent fraudulent claims. When **We** deal with **Your** request for insurance **We** may search the register. When **You** tell **Us** about an incident (such as fire, water damage or theft) which may or may not give rise to a claim, **We** may pass information relating to it to the register.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## **Making Yourself Heard**

If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with a good level of service and customer care however **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service you expected. When this happens, **We** want to hear about it so **We** can try to put things right

## **Step One - Initiating your complaint**

**You** should contact **Your** insurance adviser. The insurance adviser through which **Your Policy** is administered will be shown on **Your Policy Schedule**.

## **Step Two - If you are still unhappy**

If **Your** complaint is one of the few that cannot be resolved by this stage, please write with full details including policy number and/or claim number to:

The Chief Executive  
Norwich Union Insurance Limited  
Surrey Street  
Norwich  
NR1 3NS

## **Step Three – Refer Your complaint to the Financial Ombudsman Service.**

If **We** have given **You** our final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS). The Ombudsman will only consider complaints if:

- **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted and
- **You** are a private individual or
- **Your** business has a turnover of less than £1,000,000.

The Ombudsman may be contacted at:

Insurance Division  
Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

Fax: 020 7964 1001

Referral to the Ombudsman will not affect **Your** right to take legal action.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## DEFINITIONS APPLICABLE TO THE WHOLE POLICY

### RESIDENTIAL BUILDING

The building shown in the **Schedule** including domestic outbuildings greenhouses landlord's fixtures and fittings swimming pools tennis courts squash courts walls gates fences hedges paved terraces patios paths and drives all on the same premises and in addition any private garages owned and used in connection with the **Residential Building**.

Unless shown differently in the schedule the **Residential Buildings** are of Standard Construction.

### BUSINESS

Owners of and/or the organisation and management of the **Residential Building**.

### CONTENTS OF COMMUNAL PARTS

Furniture and all other property belonging to **You** or for which **You** are responsible in or on the stairs halls and other communal parts of the **Residential Building** but not within any **Residential Unit**.

### DAMAGE

Damage destruction or loss.

### 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 person engaged in connection with a work experience or training scheme
- (d) any labour master or person supplied by him
- (e) labour only sub-contractors and persons engaged by them
- (f) any self-employed person working on a labour only basis under **Your** control/supervision while working for **You** in connection with the **Business**.

### RESIDENTIAL UNIT

A self contained unit of residential accommodation forming part of the **Residential Building**.

### PROPERTY INSURED

Property Insured as detailed in the **Schedule**

### SCHEDULE

The document which specifies details of the Policyholder, the **Premises, Property Insured** and any **Excess(es), Endorsements and Conditions Precedent** applying to the Policy

### PREMISES

Situation of **Property Insured** specified in the **Schedule**.

### CONDITION PRECEDENT

A condition which must be complied with before **We** are to be liable for a claim.

### ENDORSEMENT/ENDORSEMENTS

An alteration to the terms of the Policy.

### EXCESS/EXCESSES

The amount or amounts shown in **Your** Policy or the **Schedule** which **We** deduct from each and every claim.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## INJURY

Bodily injury death disease or illness

## PROPOSAL

The proposal **You** have completed and any other information given to **Us** by **You** or on **Your** behalf. This is the basis of the contract between **You** and **Us**.

## RESIDENT

The owner lessee or tenant of any property and any member of his/her family permanently residing with him/her.

## PERIOD OF INSURANCE

From the effective date until the expiry date shown in the **Schedule** and any subsequent period for which **We** accept payment for renewal of this Policy.

## STANDARD CONSTRUCTION

Mainly brick stone or concrete built and mainly roofed with slates tiles metal asbestos asphalt or concrete.

## NON STANDARD CONSTRUCTION

Constructed of material other than those detailed in the definition Standard Construction.

## SUM INSURED

The amount of cover which should represent:-

In respect of Section 1 the full cost of rebuilding the **Residential Building** in the same form style and condition as new plus a reasonable amount for architects surveyors and legal fees debris removal costs and other costs to comply with government or local authority requirements.  
It should be noted that the rebuilding cost in areas of high property values may be different from the market value.

In respect of section 2 the full cost of replacement as new of the Contents of Communal Parts.

## TERRITORIAL LIMITS

Great Britain Northern Ireland the Channel Islands or the Isle of Man.

## UNFURNISHED

Not furnished for full occupation.

## UNOCCUPIED

Not lived in for more than 30 consecutive days.

## WE/US/OUR

Insurers as detailed in the **Schedule**

## YOU/YOUR

The person people or manager on behalf of the individual owners shown in the **Schedule** as the Insured.

## ASBESTOS

Asbestos, asbestos fibres or any other derivatives of asbestos

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## SECTION ONE - THE RESIDENTIAL BUILDING

### We will pay for

#### The cover

#### We will not pay for

#### 1. WHAT IS INSURED ?

The **Residential Building** is insured against **Damage** by the following perils. If more than one **Residential Building** is insured by the Policy any exclusion or limitation applies separately to each **Residential Building**

#### 2. PERILS INSURED

(a) Fire smoke explosion lightning or earthquake

(b) Riot civil commotion labour and political disturbances and strikes

(c) Malicious damage and vandalism

**Damage by You** any member of **Your** family or any **Employee**  
**Damage** when the **Residential Unit** is **Unoccupied** or **Unfurnished**

(d) Impact by

- (e) aircraft or other aerial devices or anything dropped from them
- (f) vehicles trains animals
- (g) falling trees or branches
- (h) falling aerials or masts
- (i) falling television satellite dishes

**Damage** by **Domestic** pets

(e) Storm or flood

**Damage** by **frost**  
**Damage** to outdoor swimming pools tennis courts paved terraces patios fences gates paths and drives

(f) Subsidence or heave of any part of the site on which the **Residential Building** stands or Landslip

The first £ 1,000 of each claim

**Damage** to domestic outbuildings greenhouses private garages outdoor swimming pools tennis courts paved terraces walls gates fences patios paths and drives unless the main building of the **Residential Building** is damaged at the same time by the same cause

**Damage** caused within ten years of construction by

- (a) the normal settlement or bedding down of new structures
- (b) the settlement of made up ground or of materials brought to the site

**Damage** caused by

- (a) coastal or river erosion
- (b) defective design or workmanship or the use of defective materials

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

- (g) Bursting or leaking of water apparatus and the escape of water from or the freezing of any fixed domestic water or heating installation
- (h) **Damage** to any fixed domestic water or heating installation caused by its own forcible and violent bursting
- (i) Theft or attempted theft
- (j) Escape of oil from any fixed domestic oil heating installation

### 3. EXTENSIONS

The Policy will pay for

- (a) Additional Expenses :-  
the necessary expenses **You** incur for rebuilding or repairing the **Residential Building** as a result of **Damage** insured by this Policy namely
  - architects surveyors and legal fees
  - the costs of clearing debris from the site or demolishing or shoring up the **Residential Building**
  - other costs to comply with government or local authority requirements
  - costs **You** incur in locating the source of the **Damage** under paragraph 2(g) and paragraph 3(b)
- (b) Pipes Cables and Drains  
the cost of repairing accidental damage to cables underground pipes and drains (and their inspection covers) serving the **Residential Building**

## We will not pay for

- Damage** to solid floors slabs or **Damage** resulting from their movement unless the foundations beneath the outside walls of the main building of the **Residential Building** are damaged at the same time by the same cause
- Damage** resulting from
- (b) demolition construction structural alteration or repair of any property or
  - (c) groundworks or excavation at the **Residential Building**
- Damage** when the **Residential Unit** is **Unoccupied** or **Unfurnished**
- Damage** caused by rust corrosion or other wear tear and deterioration
- Damage** when the **Residential Unit** is **Unoccupied** or **Unfurnished**
- Damage** when the **Residential Unit** is **Unoccupied** or **Unfurnished**
- Damage** by **You** or **Your family** or any **Employee**

**Damage** for which **You** are not legally responsible to repair

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

- (c) Breakage of Glass and Sanitary Fixtures  
accidental breakage in the **Residential Building**  
of solar glass heating panels fixed glass  
and sanitary fixtures
- (d) Loss of Rent and Alternative Accommodation Expenses
- (a) rent (including ground rent and management charges) **You** should pay or should have received but have lost
- (b) the costs of reasonable alternative accommodation and temporary storage of **Your** furniture
- (c) the cost of reasonable accommodation in kennels or catteries for **Your** dog(s) or cat(s)
- While
- (a) **Your Residential Unit(s)** is/are unfit to live in or
- (b) access to **Your Residential Unit(s)** is denied
- as a result of **Damage** insured by this Policy
- (e) Damage to Landscaped Gardens  
**Damage** done to landscaped gardens by the Emergency Services in attending the **Residential Building** due to **Damage** insured by this Policy
- (f) Closed Circuit Televisions  
the cost of repairing accidental damage to closed circuit television systems at the **Residential Building**

Damage when the **Residential Unit** is **Unoccupied or Unfurnished**  
**Damage** which is not accidental and unforeseen

Any amount in excess of 20% of the **Sum Insured** but in respect of each individual **Residential Unit** the payment may be adjusted according to percentage contribution made by each **Residential Unit** towards the total management charges and/or ground rent of the **Residential Building**

Any amount in excess of £ 1,000 in any one year of insurance

Any amount in excess of £ 5,000 in respect of any one claim

#### 4. CLAIMS SETTLEMENT

- (a) If the **Residential Building** is damaged by any Peril Insured then **We** will either
- pay for the rebuilding or repair or
  - make a money payment instead

provided that

- the **Sum Insured** when the **Residential Building** is damaged is sufficient to rebuild it
- the property has been maintained in a good state of repair

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

- (b) The maximum amount payable in any period of insurance in respect of **Damage** to the **Residential Building** by (a)/(i) of the Perils Insured plus Additional Expenses shall not exceed the **Sum Insured** shown in the schedule as adjusted in accordance with the Inflation Protection and Extensions and Alterations clauses and any amount excluded under the Perils Insured.
5. **MAINTENANCE**  
You must keep the **Residential Building** in a good state of repair.
6. **SPECIAL CLAUSES**
- (a) Extensions and Alterations  
If during the **Period of Insurance** the value of the **Residential Building** or **Your Residential Unit** is increased because You have built an extension or have carried out other alterations **We** will automatically cover the value of these extensions and alterations provided they do not exceed 10% of the **Sum Insured** by this Section.
- We** will not charge extra premium during the period of insurance but **You** must advise us of the value of the intermediary extensions or alterations prior to the renewal date of the Policy.
- (b) Reinstatement of Sum Insured  
In the event of loss **We** will reinstate the **Sum Insured** from the date of any loss unless **We** give written notice to the contrary. **You** may be required to pay some extra premium.
- (c) Mortgage or Other Interests  
The interest of the owner(s) mortgagee(s) lessor(s) or other interested parties in each individual **Residential Unit** insured by this Policy is noted. **You** will be required to tell **Us** of these in the event of a claim.  
In addition **We** will protect the interests of the mortgagee(s) or lessor(s) in the event of any act or neglect of the mortgagor(s) or lessee(s) or occupier(s) of any **Residential Unit** where the risk of **Damage** is increased without the authority or knowledge of the mortgagee(s) or lessor(s) provided the mortgagee(s) or lessor(s) shall tell **Us** in writing immediately they become aware thereof and pay any reasonable extra premium **We** may require.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

- (d) Sale of property Insured  
If **You** have made a contract **We** will give the buyer the benefit of this Policy up to the date of completion provided the **Residential Unit** or **Residential Building** is not otherwise insured.
- (e) Inflation Protection  
The **Sum Insured** on the **Residential Building** will be adjusted monthly in step with the Housing Index prepared by the Royal Institution of Chartered Surveyors. **We** will not charge extra premium on monthly changes but when **We** invite **You** to renew **We** will do so for the final **Sum Insured** which will be based on the latest index figures available when the renewal invitation is prepared.

In the event of a claim **We** will continue to adjust the **Sum Insured** during the period required to rebuild up to a maximum of three years provided that

- the **Sum Insured** at the date of loss is sufficient to rebuild the **Residential Building**
- the rebuilding or repair is carried out without delay.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## SECTION TWO - THE CONTENTS OF COMMUNAL PARTS

### The cover

### We will not pay for

#### 1. WHAT IS INSURED?

The **Contents of Communal Parts** are insured against **Damage** by the perils Insured

- landlords fixtures and fittings which We insure under Section One
- articles of gold silver or other precious metals jewellery or furs clothing and personal effects
- money bills of exchange and promissory notes securities or documents of any kind
- any one curio picture or other work of art valued in excess of £500
- property which is insured by another policy
- property in the open
- pets and livestock
- motor vehicles caravans boats trailers or accessories in them or attached to them
- property in individual **Residential Units**

#### 2. PERILS INSURED

- (a) Fire smoke explosion lightning or earthquake
- (b) Riot civil commotion labour and political disturbances and strikes
- (c) Malicious damage and vandalism
- (d) Impact by
  - aircraft or other aerial devices or anything dropped from them
  - vehicles trains or animals
  - falling trees or branches
  - falling aerials masts or television satellite dishes
- (e) Storm or flood
- (f) Subsidence or heave of the site on which the **Residential Building** stands or landslip
- (g) Escape of water from or the freezing of any fixed domestic water or heating installation
- (h) Theft or attempted theft

**Damage by You or Your family or any Employee**

**Damage by domestic pets**

- The first £50 of any claim when entry is not gained or exit is not made by forcible and violent means
- Loss by deception unless entry is gained by deception
- **Damage by You or Your family a Resident or any Employee**
- **Damage to any portion of the Residential Building used for business or trade purposes other than Your Business**

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

- (i) Escape of oil from any fixed domestic heating installation

### 3. EXTENSIONS

The Policy will pay for

- (a) Accidental Breakage in the Communal Parts of
- (i) fixed glass in furniture
  - (ii) fixed glass in mirrors
  - (iii) glass tops to furniture and glass in shelves
- glass in pictures and clocks
- (b) Stolen Keys
- the cost of replacing the locks in **Your Residential Unit** as a result of the keys being stolen
- the first £ 50 of each claim
  - any amount in excess of £ 250

### 4. CLAIMS SETTLEMENT

If the **Contents of Communal Parts** are damaged by any Peril Insured then **We** will pay the full cost of replacing the articles stolen or destroyed as new provided that the **Sum Insured** when the **Contents of Communal Parts** are damaged is sufficient to replace them as new.

### 5. INFLATION PROTECTION

The amount of the **Sum Insured** in excess of £10,000 will be adjusted monthly in step with the rate of inflation. **We** will not charge **You** extra premium on monthly changes but when **We** invite **You** to renew **We** will do so for a **Sum Insured** based on the latest inflation figure available when the renewal invitation is prepared

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## SECTION THREE - LIABILITY TO THE PUBLIC

### The cover

### We will not pay for

#### 1. WHO IS INSURED?

**You** are insured against all sums that **You** shall become legally liable to pay as damages and claimants costs and expenses arising out of

- (a) accidental **Injury** to any person
- (b) accidental loss of or **Damage** to material property occurring during the **Period of Insurance** and happening in connection with the **Business** within the **Territorial Limits**.

The most **We** will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the **Schedule** plus other costs incurred with **Our** written consent

Injury to any Employee

**Damage** to property which is rented hired or lent or which is the subject of a bailment to **You**

**Injury** loss or **Damage** caused by or in connection with or arising out of the ownership possession or use by **You** or on **Your** behalf of

- a) any vessel or craft (other than hand propelled boats or pontoons) devised or intended to float on or in or to travel on or through water or air
- b) any mechanically propelled vehicle or trailer attached thereto

except for use within the grounds of the **Residential Building** of any such vehicle not licensed for road use and not constructed for the conveyance of passengers provided that no other policy covers the liability

**This exception shall not apply to liability for accidents arising beyond the limits of the carriageway or thoroughfare in connection with the bringing of the load to any vehicle for loading thereon or the taking away of the load from any vehicle after unloading therefrom by any person other than the driver or attendant of the vehicle**

Liability arising from any agreement unless liability would have attached in the absence of such agreement fines and penalties legal costs or expenses insured by another policy

In addition **We** will pay

- (a) all other costs and expenses incurred with **Our** written consent
- (b) the legal costs and expenses incurred with **Our** written consent for the defence of prosecutions brought under Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 or any alleged offence as detailed in Section 33(1)(a)(b) or (c) of the Act or under the Health and Safety at Work (Northern Ireland) Order 1978 under Article 31 including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings provided that the proceedings relate to the health safety and welfare of persons other than **Employees**.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

### 2. EXTENSION 1 ADDITIONAL PERSONS INSURED

We will also insure in the terms of liability of this Section

- (a) Your legal personal representatives in the event of Your death
- (b) the owner or lessee of any Residential Unit
- (c) if You so request any of Your directors or Employees as though each had been insured separately provided that
  - (i) such persons observe the terms of the Policy insofar as they can apply
  - (ii) We retain the sole conduct and control of all claims
  - (iii) the most We will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with Our written consent

liability of any Resident incurred solely as occupier of his Residential Unit

liability of Your directors or Employees for which You would not have been covered if the legal action had been brought against You

### 3. EXTENSION 2 DEFECTIVE PREMISES ACT

We insure (subject otherwise to the terms of this Policy Section) Your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of

- the parts of any Residential Building formerly
- owned or leased by You and occupied
- solely for private residential purposes
- any private dwelling formerly owned or
- leased by the owner or lessee of any Residential Unit

provided that

- (a) at the time of the incident giving rise to the liability You have sold that private dwelling or Residential Unit
- (b) no other policy covers the liability.

The cover under this extension continues for seven years from the date of disposal of the premises provided You do not have this cover under another policy

Damage to the premises disposed of

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

### 4. EXTENSION 3 CROSS LIABILITIES

If more than one person is referred to in the schedule each such person shall be considered as a separate and distinct entity and cover shall be construed as applying to each person as though each person had been insured separately provided that the most **We** will pay for claims for one accident or series of accidents from one cause is the Limit of Indemnity shown in the schedule plus other costs incurred with **Our** written consent.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## SECTION FOUR - LIABILITY TO EMPLOYEES

### The cover

### We will not pay for

#### 1. WHO IS INSURED?

You are insured against all sums which **You** become legally liable to pay in respect of accidental **Injury** sustained during the **Period of Insurance** by any **Employee** and arising out of and in the course of employment by **You** in connection with the **Business** within the **Territorial Limits** or elsewhere in the world where any **Employee** may be working temporarily provided that any action for damages is brought against **You** in a Court of Law within the **Territorial Limits**.

The most **We** will pay under this Section for damages together with costs and expenses shown below in respect of any one claim against **You** or series of claims against **You** arising out of one event shall not exceed the amount shown in the **Schedule**

Costs and expenses shall mean:-

- (1) costs and expenses of claimants for which **You** are legally responsible
  - (2) all other costs and expenses **You** have to pay
- provided that
- We** have agreed to pay such costs and expenses in writing
- (3) the legal costs of defending in any court of summary jurisdiction any proceedings brought against **You** in respect of a breach or alleged breach of any statutory duty resulting in **Injury** that may be the subject of a claim
  - (4) the legal costs and expenses incurred with **Our** written consent and costs awarded against **You** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and

Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that the proceedings relate to the health safety or welfare of any **Employee**

so far as concerns

- liability of any principal
- liability assumed by **You** and under agreement and which would not have attached in the absence of agreement

Liability directly or indirectly arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Liability in respect of injury to any **Employee** carried in or upon or entering or getting onto or alighting from any mechanically propelled vehicle where cover or security is required by any Road Traffic Act legislation

Fines or penalties

Legal costs or expenses insured by any other policy

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The Cover

We will not pay for

### 2. EXTENSION 1 ADDITIONAL PERSONS INSURED

We will also insure in the terms of this Section

- (i) **Your** legal personal representatives in the event of **Your** death
- (ii) any principal in respect of the liability of such principal arising out of the performance by **You** of any agreement entered into by **You** for the performance of work for such principal to the extent required by such agreement

and if **You** so request

- (iii) the owner or lessee of any **Residential Unit**
- (iv) any of **Your** directors or **Employees**
- (v) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official

provided that

- (a) the claim relates to **Injury** to an **Employee** and is such that **You** would have been entitled to an indemnity had the claim been made against **You**
- (b) such persons observe the terms of the Policy insofar as they can apply
- (c) **We** retain the sole conduct and control of all claims.

### 3. RECOVERY OF PAYMENTS

The cover provided under this Policy Section is in accordance with the provisions of any law relating to the compulsory insurance liability to **Employees** within the **Territorial Limits** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## The cover

## We will not pay for

### SPECIAL CLAUSES

(Clauses 1-3 applicable only if the Clause numbers are entered in the schedule.

Clause 4 is applicable only if referred to in the schedule)

#### 1. ACCIDENTAL DAMAGE

##### THE RESIDENTIAL BUILDING

We insure You against any other accidental damage to the **Residential Building** up to the **Sum Insured**

wear tear deterioration atmospheric or climatic conditions change in the water table settlement shrinkage drying out wet or dry rot vermin woodboring insects fungus latent defect or any gradually operating cause

everything excluded under Section 1 paragraphs 2 and 3

the cost of maintenance or routine decoration

faulty workmanship or design or the use of faulty materials

sudden and unforeseen **Damage** to property which is insurable under an engineering insurance policy

**Damage** to a building or structure caused by its own collapse or cracking.

#### 2. ACCIDENTAL DAMAGE

##### CONTENTS OF COMMUNAL PARTS

We insure You against any other accidental damage to the **Contents of Communal Parts** up to the **Sum Insured**

the first £ 100 of each claim should 'everything excluded under Section 2 paragraphs 1 and 2' be here? and '**Damage caused by wear tear gradual deterioration cleaning dyeing restoring light or atmosphere parasites or vermin**'? mechanical or electrical breakdown or derangement adjustment or repair to any machine or misuse

sudden and unforeseen **Damage** to property which is insurable under an engineering insurance policy.

#### 3. TEMPORARY COVER

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with Us) pending this Policy being issued.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## EXCLUSIONS APPLICABLE TO WHOLE POLICY

### 1. WAR AND ALLIED RISKS

Sections 1 2 and 3 of this Policy do not cover

- (a) any consequence whatsoever directly or indirectly caused or occasioned by or happening through or in consequence of
  - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, usurped power, martial law
  - (ii) confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority
  - (iii) (any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

Exclusions i) - iii) above do not apply to Section Four – Liability to Employees  
Exclusions ii) - iii) above do not apply to Section Three – Liability to the Public

### 2. RADIOACTIVE CONTAMINATION / NUCLEAR

This Policy will not cover

death or disablement, loss or destruction of or **Damage** to any property, any loss or expense whatsoever, any consequential loss or any legal liability

- (a) directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon
  - (i) dispersing radioactive material and/or ionising radiation  
or
  - (ii) using atomic or nuclear fission and/or fusion or other like reaction

However,

- (1) exception (b) above does not apply to the following Sections, when insured by this Policy
  - (a) Liability to Employees
  - (b) Liability to the Public
- (2) in relation to Employers' Liability, exception (a) above only applies when **You** under a contract or agreement have undertaken to

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- (a) indemnify another party
- (b) assume the liability of another party

(3) exceptions (a) and (b) above do not apply to Terrorism, when insured by this Policy

## 3. PRESSURE WAVES

Section 1 and 2 of this Policy do not cover **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 4. DIMINUTION OF VALUE

Section 1 and 2 of this Policy do not cover diminution of market value beyond the cost of repair or replacement

## 5. POLLUTION AND CONTAMINATION

- (a) Section 3 of this Policy excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

All Pollution or Contamination which arises out of one incident shall be deemed to have at the time such incident takes place

- (b) **Our** liability under Section 3 of this Policy for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**

- (c) For the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean
  - (i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
  - and
  - (ii) all loss or damage or **Injury** directly caused by such Pollution or Contamination.

## 6. TERRORISM EXCLUSION/SPECIAL PROVISION

For the purposes of this Policy **Terrorism** shall mean any act or acts including but not limited to the use of force or violence or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government 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

In any action suit or other proceedings where **We** allege that by reason of this definition any **Damage** or loss resulting from **Damage** or **Consequential Loss** or liability or loss is not covered by this Policy (or is covered only up to a specified limit of liability) the burden of proving such **Damage** or loss resulting from **Damage Consequential Loss** or liability or loss is covered (or is covered beyond that limit of liability) shall be upon **You**.

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Sections 1 and 2 of this Policy do not cover **Damage** or loss resulting from **Damage** or **Consequential Loss**:

- a) occasioned by or happening through or in consequence directly or indirectly of **Terrorism**
- and
- b) in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

This Policy also excludes **Damage** or loss resulting from **Damage** or **Consequential Loss** directly or indirectly caused by or resulting from or in connection with any action in controlling preventing or suppressing or in any way relating to an act of **Terrorism**.

## **Terrorism Limitation**

Applicable only to section 3

This insurance does not provide an indemnity in respect of any liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

### A. **Terrorism**

B. any action taken in controlling, preventing, suppressing or in any way relating to A. above except as stated in the **Special Provision – Terrorism** below.

## **Special Provision – Terrorism**

When Section 3 is insured by this Policy neither of the exclusions in A. and B. above shall apply to Public and Products Liability but the Limit / Amount of Indemnity for the purposes of this **Special Provision – Terrorism** is limited to £2,000,000 or any other amount specified in the Policy for Public and Products Liability whichever is the lower

## **Terrorism Limitation**

Applicable only to section 4

This insurance does not provide an indemnity in respect of any liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

### A. **Terrorism**

B. any action taken in controlling, preventing, suppressing or in any way relating to A. above except as stated in the **Special Provision – Terrorism** below.

## **Special Provision – Terrorism**

When Section 4 is insured by this Policy neither of the exclusions in A. and B. above shall apply to Employers' Liability but the Limit / Amount of Indemnity for the purposes of this **Special Provision – Terrorism** is limited to £5,000,000 any one event including costs and expenses

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## 7. DATE RECOGNITION CLAUSE

This Policy shall not cover any claim directly or indirectly caused by or consisting of or contributed to by or arising from the failure of any computer or other equipment data processing equipment media or service product microchip micro processor micro-controller integrated circuit embedded chip or similar device or any computer software program or process or any other electrical system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- i) correctly to recognise any date as its true calendar date
- ii) to capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude in respect of Buildings Contents All Risks Business Interruption Book Debts Loss of Licence Goods in Transit Sections subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the aforementioned Sections

This exclusion is not applicable to Employers Liability and Personal Accident Sections of the Policy

## 8. ASBESTOS

This Policy will not cover

- (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any Property arising out of the presence of

Asbestos including any product containing Asbestos

## 9. E-RISKS EXCLUSION

We will not provide indemnity in respect of

any claim (other than in respect of **Injury** to any person as defined under Section Three - Liability to the Public) arising directly or indirectly from, or in connection with, or consisting of

- (a) Loss of Data.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

However, **We** will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence which is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- (i) Section One – The Residential Building
- (ii) Section Two – The Contents of Communal Parts

Exception (a) above does not apply to the Section Three – Liability to the Public, when insured by this policy.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, **We** will not exclude any claim in respect of any subsequent physical loss or destruction damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence which is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Section One – The Residential Building
- (ii) Section Two – The Contents of Communal Parts

Exceptions (a) and (b) above do not apply to the following Sections, when insured by this policy.

- (1) Section 4 – liability to Employees

## Definitions:

### Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

### Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

### Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

## **Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

## **Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time,

of any

- (a) Computer and Electronic Equipment
- (b) electronic means of communication
- (c) website.

## **Loss of Data**

Physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

## **Malicious Contingency**

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## **Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## Policy Conditions

## We will not pay if

**1. Policy terms**

You and everyone else insured under this Policy agree to the terms of this Policy in respect of anything that should or should not be done and the statements made and the answers in the Proposal are true and complete.

If You break this Condition We may refuse to meet any claim

**2. Precautions**

You will be required to take all reasonable precautions to prevent a claim and will keep all the **Property Insured** in good condition and repair.

**3. Cancellation**

We may not renew this Policy. We may cancel it at any time by giving You 30 days written notice to the address last known to Us. If We cancel the Policy You may be entitled to a return of premium. Any cancellation will not affect rights or claims occurring before the date of cancellation.

If the premium is payable by instalment You must pay each instalment when due. If You do not all cover under the Policy is cancelled from the date such instalment was due

**4. Claims procedure**

If You wish to make a claim or if something happens which may lead to a claim You must notify Us as soon as possible. If there has been malicious damage theft or attempted theft You must also tell the police immediately. You will be required to complete a claim form and return it to Us within 30 days of the incident with all the supporting documents and proofs We require for example written estimates. If You receive a writ summons or other legal process regarding a claim under the Policy You must send it immediately to Us. You must give Us all the help and information necessary to settle or resist a claim against You or to help Us take action against someone else.

If this procedure is not followed You will break a Condition of the Policy and We may not meet Your claim.

**5. Control of claims**

Do not admit deny negotiate or settle a claim without Our written consent. However You should make temporary repairs to the **Residential Building** to prevent further **Damage**.

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## Policy Conditions

**We will not pay if**

### 6. Our special rights

**We** may enter any part of the **Residential Building** affected by a claim and take possession of it.

**You** cannot abandon the **Residential Building** to **Us**. **We** may in **Your** name and on **Your** behalf take complete control of legal action.

**We** may take legal action in **Your** name against any other person to recover any payment **We** have made under the Policy. **We** will do this at **Our** expense.

### 7. Contribution

If at the time of a claim there is any other policy covering anything insured under this Policy **We** shall be liable only for a proportionate share.

### 8. Arbitration

If **We** admit liability for a claim but **You** cannot agree with **Us** the amount to be paid the disagreement will be referred to an arbitrator appointed jointly by **You** and **Us** in accordance with the law in force at the time. **You** will not be able to take action in law against **Us** over this disagreement until the arbitrator has made his award.

### 9. Empty Residential Building

**We** must be notified immediately in writing whenever a **Residential Building** becomes empty.

### 10. Premium paid by Instalments

If the premium on this Policy is payable by instalments and **You** do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice.

If the premium on this Policy is payable by instalments and during the current period of insurance:

- a claim has been made under the Policy for which **We** have made payment has been made
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## Policy Conditions

## We will not pay if

the annual premium remains due in full. In such cases a monthly collection must continue or a one off payment agreed to settle the outstanding amount.

Alternatively where legislation allows any outstanding instalments may be deducted from any claim payment that may be due to **You** or payable on **Your** behalf.

Any instalment payments legitimately taken prior to the notification of cancellation of the credit agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation.

### 11. Legal Expenses Arising From Corporate Manslaughter & Corporate Homicide Act 2007

We will indemnify **You** in respect of

- (1) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against **You** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

we will not provide indemnity

- (1) Unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the **Territorial Limits** and in connection with **The Business**
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by **You**.
  - (b) relate to any person other than an **Employee**.
- (3) in respect of any
  - (a) fines.
  - (b) remedial or publicity orders or any steps required to be taken by such orders.

### 12. Subjectivity Condition

- (a) the **Insurer** will clearly state in the **Schedule** if the cover provided by the policy is subject to the Insured:
  - (i) providing the **Insurer** with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between the Insured and the Insurer by the required date(s),
  - (iii) allowing the Insurer to complete any

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## Policy Conditions

We will not pay if

actions agreed between the **Insured** and the Insurer.

- (b) If required by the **Insurer**, the **Insured** must allow the Insurer access to the premises, the **Insureds** Contract Sites, and/or the Business, to carry out survey(s), within 60 days of the inception or renewal date, unless the **Insurer** agrees otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), the Insurer may, at their option:

- (i) modify the **Insureds** premium,
- (ii) issue a mid-term amendment to the **Insureds** policy or section terms and conditions,
- (iii) require the **Insured** to make alterations to the premises insured by the required date(s),
- (iv) exercise their right to cancel the **Insureds** policy,
- (v) leave the policy or section terms and conditions, and the **Insureds** premium, unaltered.

the **Insurer** will contact the **Insured** with their decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by the **Insured** and/or any decision by the Insurer will take effect.

the **Insurers** requirements and decisions will take effect from the date(s) specified unless and until the **Insurer** agrees otherwise in writing. If the **Insured** disagrees with the **Insurers** requirements and/or decisions, the **Insurer** will consider the **Insureds** comments and where the **Insurer** considers appropriate, will continue to negotiate with the **Insured** to resolve the matter to the **Insureds** and the **Insurers** satisfaction.

In the event that the matter cannot be resolved:

- (i) the **Insured** has the right to cancel this policy from a date agreed by the **Insured** and the **Insurer** and, providing no claims have been made, the **Insurer** will refund a proportionate part of the premium paid for the unexpired

# BLUEFIN UNDERWRITING GROUP RESIDENTIAL PROPERTY OWNERS POLICY

## Policy Conditions

We will not pay if

period of cover.

- (ii) the Insurer may, at their option, exercise their right under General Condition **(6)**

### **Cancellation**

Except where stated all other policy and section terms and conditions will continue to apply.

The above conditions do not affect the Insurers right to void the policy if they discover information material to their acceptance of the risk. Please refer to the **Here is Your New Policy** note on the front page of the Insureds Policy booklet.