

# Commercial Property Owners Policy



# Introduction

Thank you for choosing MMA Insurance.

This is **Your** Commercial Property Owners Policy. It sets out the details of **Your** insurance contract with MMA Insurance plc.

Upon payment of the premium for the **Period of Insurance** or any subsequent period for which the **Company** shall agree to accept payment the **Company** will indemnify **You** in accordance with and subject to the terms of the Policy.

The **Schedule** and any Endorsements are incorporated into and form part of this Policy.

The **Proposal** and Declaration and/or Statement of Fact and any premium payment application made by **You** are the basis of and form part of this Policy.

**Please read this Policy and its Schedule to ensure they are in accordance with Your requirements. Any query should immediately be referred to Your Insurance Broker or Intermediary.**

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# Contact Numbers

## Claims

In the event of **You** wishing to make a claim **You** should follow the procedures **We** have detailed. This will enable best response on **Our** part and **We** will endeavour to get things back to normal as quickly as possible.

### MMA Commercial Care Line

- Dedicated telephone number – **0844 902 0790**
- Dedicated fax number – **0845 604 8628**
- In writing to – **Commercial Care Line, PO Box 471, Cardiff CF10 3ZX**

## Helpline

As an MMA Policyholder should **You** require advice or guidance on any business legal problem **You** may use the following 24-hour Telephone Helpline at any time within the period of this policy.

### Business Legal Helpline

The service is provided by FirstAssist Services Limited.

Telephone **0844 902 2210** and quote your policy number.

**Advice given to You will be confirmed in writing where necessary.**

# Definitions

**Certain words in the Policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the Policy, unless varied by a Definition in a particular Section, and are printed in bold to help You identify them.**

## **Business**

The **Business** stated in the **Schedule**.

## **Company/We/Us/Our**

MMA Insurance plc.

## **Damage**

Accidental loss destruction or **Damage**.

## **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 under a work experience or training scheme
- (d) any labour master or person supplied by him
- (e) any labour only sub-contractor or person employed by him

(f) any self employed person working on a labour only basis under the control or supervision of **You**

(g) any voluntary worker

While working for and under the control or supervision of **You** in connection with the **Business**

## **Injury**

Bodily injury including death or disease.

## **Insured/You/Your**

The person(s) or Company named in the **Schedule**.

## **Period of Insurance**

The **Period of Insurance** stated in the Policy **Schedule** or any subsequent period for which **You** pay and **We** accept the premium

## **Pollution or Contamination**

- (a) all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere and
- (b) all **Injury** or **Damage** directly or indirectly caused by such **Pollution or Contamination**

# Definitions

continued

## Premises

The buildings or part of the buildings situated at the address or addresses shown in the **Schedule** owned by **You** or for which **You** are legally responsible

## Proposal

The signed **Proposal** and declaration and any additional information supplied to **Us** by or on behalf of **You** which form the basis of the contract of insurance embodied in this Policy

## Schedule

The document that specifies **Your** details, the **Premises**, the property insured and any Excesses, Endorsements and Conditions applicable. The **Schedule** shows the Sections of the Policy that are operative

## Territorial Limits

Great Britain Northern Ireland the Channel Islands and the Isle of Man

## Vacant or Unoccupied

Whenever the whole or self-contained part of the **Premises** have become **Vacant or Unoccupied**, untenanted or which have not been actively used for a period of more than 30 days

# Customer Information

## Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases **Your** broker or intermediary who arranged the insurance will be able to resolve any concerns, and **You** should contact them directly.

Alternatively, if **You** need to complain, please contact **Us** at the following address, quoting **Your** policy or claim number.

Quality Assurance, MMA Insurance plc,  
Norman Place, Reading RG1 8DA.  
Telephone: 0844 902 1000  
Website: [www.mma-insurance.com](http://www.mma-insurance.com)

Full details of the MMA Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website.

If **You** should remain dissatisfied, once MMA has had the opportunity to resolve **Your** complaint, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN. [www.fscs.org.uk](http://www.fscs.org.uk).

## Law Applicable to Contract

It is possible to choose the Law applicable to a contract of insurance covering a risk situated in the United Kingdom. **We** have chosen Scottish Law if **You** live in Scotland and English Law if **You** live elsewhere in the United Kingdom.

Payment of **Your** premium is evidence of acceptance of **Our** choice. If any other law is to apply, it must be agreed by both parties and evidenced in writing.

# Customer Information

continued

## Cancellation

**You** have a right to cancel the policy during a period of 14 days from the day of purchase of the contract or the day on which **You** receive **Your** policy documentation whichever is the later.

If **You** wish to do so and the insurance cover has not yet commenced **You** will be entitled to a full refund of the premium paid.

Alternatively if **You** wish to do so and the insurance cover has already commenced **You** will be entitled to a refund of premium with a reduction for the period **You** have been covered subject to a minimum premium of £25 being retained by the company to cover administration costs.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund will be given.

To exercise **Your** right to cancel, please contact **Your** insurance advisor at the address shown on **Your** schedule

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.

For **Your** cancellation rights outside the initial 14 day period please refer to condition 8 on page 9 of this policy document.

## Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help **Us** to check information provided and also to prevent fraudulent claims. **We** will pass information to the appropriate register(s). In dealing with any claim **We** may search the register(s).

In order to prevent or detect fraud **We** will check **Your** details with various fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. Other users of these fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating by contacting **Us** at [info@mma-insurance.com](mailto:info@mma-insurance.com).

# Customer Information

continued

## Employers' Liability Tracing Office

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic database, (the Database).

This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure By Insurers Instrument 2010]. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **You** will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

# Conditions applicable to all Sections

## 1. Compliance with Policy Terms

**Our** liability will be conditional upon **You** complying with the terms of this Policy

## 2. Reasonable Precautions

**You** must take or cause to be taken all reasonable precautions to prevent or minimise **Injury** or **Damage**

## 3. Alterations

Cover under this Policy will cease in the event of any alteration which increases the risk of **Damage** or where **Your** interest ceases (other than by will or operation of law) unless such alteration is agreed in writing by **Us**

## 4. Claims Procedure and Requirements

In the event of circumstances giving rise to or likely to give rise to a claim **You** shall

- (a) report it to **Us** immediately and furnish in writing full details of **Injury** or **Damage** as soon as possible but at the latest within seven days if caused by riot civil commotion or malicious persons
- (b) report it to the Police immediately in the event of **Damage** by malicious persons, theft or vandalism

(c) at **Your** own expense give all evidence information and assistance as required

(d) send every writ or other document to **Us** immediately and not acknowledge it nor admit liability nor promise payment to other parties without **Our** written consent

(e) permit **Us** at **Our** own discretion and expense to take over and conduct the defence or settlement of any claim and to take all necessary steps for enforcing any rights against any other party in **Your** name before or after **Your** claim

## 5. Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy or if any **Damage** be occasioned by the wilful act or with the connivance of **You** all benefits under this Policy shall be forfeited

## 6. Company's Rights

(a) **We** may enter any **Premises** where **Damage** has occurred and take possession of or require to be delivered to them any property insured and deal with it in any reasonable manner

# Conditions applicable to all Sections

continued

(b) **We** are entitled to take over and conduct the defence or settlement of any claim at **Our** discretion

(c) under Section 1C – Owners’ Liability to the Public and Section 3 – Employers’ Liability **We** may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment

## 7. Other Insurances

If the **Damage** or liability which is the subject of a claim under this Policy is covered by any other insurance **We** will not pay more than **Our** rateable proportion

## 8. Cancellation Rights

1. the policy may be cancelled:
  - (a) by **You** giving instruction to **Us** at any stage
  - (b) by **Us** sending 14 days written notice by recorded delivery to **Your** last known address

2. in the event of **You** cancelling **Your** policy within a period of 14 days from the inception or renewal date of **Your** policy or if later the date which the contractual terms and conditions are received **You** will be entitled to a refund of premium with a deduction for the period **You** have been covered subject to a minimum premium of £25 being retained by the Company to cover administration costs

3. in the event of the policy being cancelled at any other time **You** will be entitled to a refund of premium paid subject to a deduction for the period for which **You** received cover **We** will also deduct a further administration charge of £25

4. if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current period of insurance no refund for the unexpired portion of premium will be given

## 9. Vacant or Unoccupied Buildings

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** will lose **Your** right to indemnity or payment for that claim

# Conditions applicable to all Sections

continued

It is a condition that whenever the **Premises** or part thereof are **Vacant or Unoccupied**:

- (a) **You** shall notify **Us** immediately **You** become aware:
  - (i) that the Building(s) are **Vacant or Unoccupied**
  - (ii) of any **Damage** to the **Vacant or Unoccupied** Building(s) whether such **Damage** is insured or not
  - (iii) that the Buildings are to be occupied by contractors for renovation alteration or conversion purposes or if the Buildings are to become occupied again
- (b) the Buildings are inspected internally and externally at least every 7 days and a weekly log of such inspections maintained
- (c) all trade refuse and waste materials are removed from the interior of the **Premises** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (d) **You** shall secure the Buildings and rectify any defects which render the Buildings insecure
- (e) the gas water and electricity supplies are turned off at the mains and wherever possible isolation valves are chained and padlocked except where power and heat are needed to maintain security and fire protection apparatus or equipment including to prevent freezing of vulnerable water carrying apparatus or equipment in the Building

## 10. Tenants' Subrogation Waiver

Following **Damage** to any Buildings covered by Section 1 of this policy **We** agree to waive any rights remedies or relief to which **We** might become entitled under Section 1 by subrogation against any tenant of such **Buildings** provided that

- (a) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant and
- (b) the tenant contributes to the cost of insuring the Buildings against the event which caused the **Damage**

## 11. Payment by Instalments

If the premium is paid or payable by monthly instalments the Policy shall remain an annual contract. The date of payment and the amount of instalments are governed by the terms of the credit

# Conditions applicable to all Sections

continued

agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and the Policy will be cancelled immediately

## 12. Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to an arbitrator the making of an award shall be a condition precedent to any right of action against **Us**

# Exceptions applicable to all Sections

This Policy does not cover:

## 1. Excess

See Policy **Schedule**

## 2. Radioactive Contamination

**Damage** to any property or any loss or expense resulting or arising therefrom or any legal liability directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (c) but in respect of **Injury** to **Employees** under Section 3 – Employers' Liability this Exception shall apply only when the **Insured** under a contract has either undertaken to indemnify or to assume the liability of another party in respect of such **Injury**

## 3. Terrorism

Liability loss or **Damage** caused directly or indirectly by an act of terrorism as defined in the UK Terrorism Act 2000 is excluded except where **We** need to provide the minimum insurance required by Employers' Liability legislation

## 4. Sonic Boom

**Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## 5. War Risks

Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## 6. Confiscation

Confiscation nationalism or requisition by order of any government public municipal local or customs authority

# Exceptions applicable to all Sections

continued

## 7. Asbestos

THE FOLLOWING EXCEPTION DOES NOT APPLY TO SECTION 3 EMPLOYERS' LIABILITY

Loss cost expense liability for **Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

In respect of liability for property **Damage** only that part of any such loss which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded by the foregoing

## 8. Electronic Data Exclusion

**Damage** distortion erasure corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting

there from regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purposes of this exclusion the following definitions apply:

**“Electronic Data”** shall mean facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

**“Computer Virus”** shall mean 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 it shall include but not be limited to ‘trojan horses’ ‘worms’ and ‘time or logic bombs’

# Policy Cover

## Section 1A – Buildings

### Definitions

#### Buildings

Buildings including permanent outbuildings extensions annexes wall gates and fences fixed sanitary ware external blinds and signs and landlord's fixtures and fittings

#### Declared Value

**Your** assessment of the cost of reinstatement of the property insured arrived at in accordance with the Claims Settlement clause at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) including in so far as the insurance by the item provides, due allowance for

- (i) the additional cost of reinstatement to comply with local authority requirements
- (ii) professional fees
- (iii) removal of debris costs

#### Cover

The **Buildings** described in the Policy **Schedule** belonging to **You** or for which **You** are legally responsible are covered against **Damage**

### Extensions

#### Architects & Surveyors Fees

Following **Damage** covered by this Section **We** will also pay for architects surveyors consultants and legal fees necessarily incurred in the reinstatement of the **Buildings** but not for preparing any claim

#### Capital Additions

The insurance by each item of this Section on **Buildings** extends to cover alterations and improvements to the **Buildings** but not in respect of appreciation in value during the current **Period of Insurance** provided that

- (a) at any one situation this cover will not exceed 10 per cent of the total of the Sum Insured on **Buildings** or £250,000 whichever is the less
- (b) **You** undertake to give particulars of such **Buildings** each six months and to effect specific insurance on them retrospective to the date of the commencement of **Our** liability

# Policy Cover

## Section 1A – Buildings

continued

### Contracting Purchaser

Where **You** contract to sell **Your** interest in any **Buildings** insured by this Section the contracting purchaser who completes the purchase has the benefit of the insurance by this Section up to the date of completion if the **Buildings** are not otherwise insured and without prejudice to the rights and liabilities of the **Insured** or the **Company**

### Day One (non adjustable basis)

This Extension applies to each item stated in the **Schedule** in respect of **Buildings**

- (a) the **Declared Value** having been stated by **You**, has been used to calculate the premium
- (b) at the inception of each **Period of Insurance You** will notify **Us** of the **Declared Value** of the property insured by each of the said items and in the absence of such declaration the last amount declared by **You** (increased in accordance with the General Building Cost Index published by the Buildings Cost Information Service of the Royal Institution of Chartered Surveyors (or an alternative index selected by **Us**)) will be taken as the **Declared Value** for the ensuing **Period of Insurance**

- (c) where because of the provisions of the Claims Settlement clause no payment is to be made beyond the amount which would have been payable had the Extension not been operative the sum insured will be limited to the **Declared Value(s)** shown in the **Schedule**
- (d) in respect of each item to which this Extension applies the underinsurance clause is amended to read

‘If at the time of **Damage** the **Declared Value** of the property insured by any item is less than the cost of reinstatement at the inception of the **Period of Insurance** then **Our** liability in respect of such **Damage** will be limited to the proportion that the **Declared Value** bears to the cost of reinstatement’

### Drain Cleaning

The insurance by this Section extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutter sewers and the like for which **You** are responsible in consequence of insured **Damage** provided that **Our** liability shall not exceed £25,000 any one occurrence

# Policy Cover

## Section 1A – Buildings

continued

### Fire Extinguishing Appliances

**We** will pay the reasonable costs incurred by **You** for

- (a) refilling fire extinguishing appliances
- (b) replacing used sprinkler heads
- (c) refilling sprinkler tanks

in consequence of insured **Damage** provided that **Our** liability shall not exceed £5,000 any one occurrence

### Landlord's Contents

The insurance by this Section extends to cover the Contents of the insured **Building(s)** furniture furnishings fixtures and fittings the property belonging to **You** or for which **You** are responsible for whilst contained within the **Building(s)** insured by this section provided that **Our** liability shall not exceed the amount shown in the **Schedule** for any one occurrence or £1,000 any one article

### Landscape Gardens

The insurance by this Section extends to cover costs and expenses incurred by **You** in making good destruction of or **Damage** to landscaped gardens or grounds at the **Premises** caused by the emergency services defending the property insured against insured **Damage** provided that **Our** liability shall not exceed £10,000 any one occurrence

### Metered Water or Heating Oil

The insurance by this Section extends to include additional meter water or heating oil charges incurred by **You** as a result of insured **Damage** provided that **Our** liability shall not exceed £2,500 in any one **Period of Insurance**

The amount payable shall be ascertained by comparing the charge made by the Water Suppliers on their account for the period during which the **Damage** occurred with the normal charge in the same period in a previous year adjusted for any other relevant factors affecting the consumption of water during such period

### Mortgagee

The interest of a mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **Building** insured by this Section whereby the risk of **Damage** is increased without the authority or knowledge of the mortgagee provided that the mortgagee immediately on becoming aware thereof gives notice to **Us** and pays an additional premium if required

# Policy Cover

## Section 1A – Buildings

continued

### Non-Invalidation

The insurance by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased without the authority or knowledge or beyond the control of **You** provided that **You** immediately on becoming aware thereof gives notice to **Us** and pay an additional premium if required

### Public Authorities

Following **Damage** covered by this Section **We** will also pay for the additional cost of reinstatement of the **Buildings** incurred solely to comply with any regulations arising out of an Act of Parliament or with bye-laws of any municipal or local authority excluding

- (i) costs incurred in complying with such regulations or bye-laws under which notice has been served upon **You** prior to the happening of the **Damage** or in respect of undamaged parts of the **Buildings**
- (ii) the amount of any rate tax duty development or other charge or assessment which may become payable following compliance with such regulations or bye-laws

### Removal of Debris

Following **Damage** covered by this Section **We** will also pay for costs incurred with the consent of **Us** in removing debris dismantling demolishing shoring up or propping up that part of the **Buildings** destroyed or damaged

### Replacement of Locks

The insurance by this Section extends to cover costs incurred as a result of the necessary replacement of locks at the **Buildings** described in the Policy **Schedule** following theft of keys from **Your** own business premises or from **Your** home or the home of any director partner or **Employee** authorised by **You** to hold such keys provided that **Our** liability shall not exceed £5,000 any one occurrence

### Temporary Repairs

The insurance by this Section extends within the limits of the Sums Insured to cover costs incurred with the prior consent of **Us** for weatherproofing and boarding up windows and doors following insured **Damage**

# Policy Cover

## Section 1A – Buildings

continued

### Trace and Access

In the event of **Damage** to the **Buildings** caused by bursting overflowing or leaking of water tanks apparatus or pipes the insurance by this section is extended to include costs reasonably and necessarily incurred with the consent of **Us** in locating the source of the **Damage** at the **Buildings** and subsequent making good provided that **Our** liability under this Extension will not exceed £5,000

### Unauthorised use of Electricity Gas or Water

The insurance by each item on **Buildings** extends to include the cost of metered electricity gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **Buildings** without **Your** authority

Provided that

- (a) **Our** liability under this Extension for any one loss will not exceed £10,000
- (b) **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered

### Additional Property Covered

This Section extends to cover **Damage** to the following property if it is owned by **You** or **You** are legally responsible for it

#### Television Aerials

Radio and television receiving aerials satellite aerials their fitting or masts at the **Buildings** specified in the Policy **Schedule**

#### Underground Pipes and Cables

Underground water gas electricity sewage drainage or telephone pipes wires or cables extending from the **Buildings** specified in the Policy **Schedule** to the public main

### Limits of Liability

**Our** liability during any one **Period of Insurance** shall not exceed in respect of each Item specified in the Policy **Schedule** on **Buildings** the Sum Insured set against it

# Policy Cover

## Section 1A – Buildings

continued

### Reinstatement of Sum(s) Insured

In the absence of written notice by either **You** or **Us** the Sum Insured on any **Building** which sustains **Damage** shall not be reduced by the amount of any loss and **You** shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the **Period of Insurance**

### Claims Settlement

Following **Damage** to **Buildings** covered by this Section **We** will pay the cost of reinstating the **Buildings** equal to their condition when new provided that

- (a) this is carried out without delay and in the most economical manner with the prior approval of **Us**
- (b) when any **Building** is partially damaged **Our** liability shall not exceed the reinstatement cost that would have been incurred had it been wholly destroyed
- (c) no payment will be made until reinstatement has been carried out
- (d) if the damaged **Building** is not reinstated a loss will be settled after allowance for depreciation

### Underinsurance

If at the time of **Damage** the total of the Sums Insured on **Buildings** specified in the Policy **Schedule** is less than 85% of the reinstatement cost of the **Buildings** covered by this Section **We** shall bear only that proportion of the **Damage** which the total of the Sums Insured on **Buildings** bear to the total reinstatement cost

### Exceptions

**We** will not be liable under this Section for **Damage**

1. to **Buildings** in course of construction or erection and materials or supplies in connection with such **Buildings**
2. to blinds or signs not securely fixed to the **Buildings**
3. to fences and gates caused by storm or flood
4. caused by
  - (a) theft or attempted theft not involving forcible and violent means
  - (b) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration wear and tear or frost

# Policy Cover

## Section 1A – Buildings

continued

**(c)** corrosion rust dampness  
dryness wet or dry rot  
shrinkage collapse cracking  
evaporation contamination  
pollution change in  
temperature colour texture or  
finish vermin insects marring or  
scratching

**(d)** subsidence ground heave or  
landslip or the normal  
settlement or bedding down of  
new structures

**5.** attributable solely to change in the  
water table level

# Policy Cover

## Section 1B – Glass

### Definitions

#### Glass

All fixed glass (including its framework lettering or any intruder alarm foil attached to it) in windows doors and fanlights

#### Cover

In the event of **Damage** to **Glass** in the **Buildings** specified in the Policy **Schedule** by any accident or misfortune **We** will indemnify **You** at **Our** option replacing or paying the amount of the **Damage**

In addition **We** will pay the cost of any necessary boarding up pending replacement

#### Exceptions

**We** will not be liable under this Section for **Damage**

- (a) caused by scratching or chipping
- (b) to **Glass** already cracked at the commencement of the insurance

# Policy Cover

## Section 1C – Owners’ Liability to the Public

### Cover

1. In the event of
  - (a) **Injury** to any person other than an **Employee**
  - (b) **Damage** to property other than property belonging to **You** or in the custody or control of **You** or any **Employee**

happening during the **Period of Insurance** in the **Territorial Limits** and arising from **Your** ownership of the **Buildings** described in the **Policy Schedule** or any gardens car parks drives and footpaths on the same site **We** will subject to the Limit of Liability indemnify **You** against legal liability for damages and claimant’s costs and expenses in respect of such **Injury** or **Damage**

2. If the **Insured** comprises more than one party (which terms in the case of a partnership includes each individual partner) **We** will indemnify each in the terms of this section against liability incurred to the other as if such other was not included as an **Insured**

3. **We** will in addition pay
  - (a) solicitors’ fees for representation at any Coroner’s Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under paragraph 1 above
  - (b) costs and expenses incurred with their written consent

### Indemnity to Other Persons

**We** will indemnify in the terms of this Section

1. if **You** so request any director or **Employee** in respect of liability for which **You** would have been entitled to indemnity if the claim had been made against **You**
2. the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

If **We** are liable to indemnify more than one party the total amount of indemnity to all such parties including **You** shall not exceed the Limit of Liability

# Policy Cover

## Section 1C – Owners’ Liability to the Public

continued

### Additional Cover

1. **We** will indemnify **You** in the terms of this Section against legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **Injury** or **Damage** occurring within a period of seven years from the expiry or cancellation of this Policy provided that **We** shall not be liable under this extension if **You** are entitled to indemnity under any other insurance
2. **We** will indemnify **You** in the terms of this Section in respect of **Injury** or **Damage**
  - (a) caused by any motor vehicle which is owned by or in the possession of or being used by or on behalf of **You** in connection with the **Business** which is not licensed for road use and which is being used in circumstances which do not require insurance or security under any road traffic legislation
  - (b) arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from such vehicle in the course of the **Business**

provided that **You** are not more specifically insured under any other policy

3. **We** will indemnify **You** and no other person in the terms of this Section in respect of the use of any motor vehicle not the property of or provided by **You** and being used in the course of the **Business**

**We** will not be liable in respect of

- (a) **Damage** to such vehicle
- (b) **Injury** or **Damage** arising while such vehicle is being driven by **You**

provided that **We** shall not be liable under this extension if **You** are entitled to indemnity under any other insurance

### Limit of Liability

£2,000,000 in respect of any claim or number of claims arising out of one cause provided that **Our** liability in any one **Period of Insurance** in respect of **Injury** or **Damage** arising directly or indirectly from **Pollution or Contamination** which is deemed to have occurred during any such Period shall not exceed £1,000,000

# Policy Cover

## Section 1C – Owners' Liability to the Public

continued

### Exceptions

We shall not be liable in respect of

1. any liability for any amount in respect of liquidated damages fines or penalties which attaches solely because of a contract
2. **Injury or Damage** which results from any deliberate act or omission of **You or Your** partners directors or managerial **Employees** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

This Exception shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

3. **Injury or Damage** which arises directly or indirectly from **Pollution or Contamination** unless such **Pollution or Contamination** is 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**

For the purposes of this Exception all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

4. Liability arising from the ownership or possession or use by or on behalf of **You** of any mechanically propelled vehicle or mobile plant
  - (a) which is licensed for road use or
  - (b) for which compulsory motor insurance or security is required or
  - (c) which is more specifically insured

provided always that this Exception shall not apply in respect of

- (i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicles or such plant

# Policy Cover

## Section 1C – Owners' Liability to the Public

continued

(ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

5. Liability arising from the ownership or possession or use by or on behalf of **You** of craft designed to travel through air or space hovercraft or watercraft other than barges motor launches and non-powered craft used on inland waterways
6. Liability arising from Products
7. **Damage** to that part of any property upon which **You** or any **Employee** or agent of **You** is or has been working where the loss or **Damage** is the direct result of such work

# Policy Cover

## Section 2 – Rent

### Definitions

#### Rent

Periodic payments made to **You** as lessors of **Buildings** in respect of rent service charges or other income received or receivable from the letting of **Buildings** or the provision of services thereat

#### Rent period

The period commencing with the date of occurrence of the **Damage** during which **We** will pay the reduction in rent received by **You** not exceeding the period stated in the Policy **Schedule**

#### Buildings

**Buildings** including permanent outbuildings extensions annexes walls gates and fences fixed sanitary ware external blinds and signs and landlord's fixtures and fittings

#### Cover

Following **Damage** covered by Section 1A of this Policy **We** will pay for loss of **Rent** resulting from such **Damage** in respect of **Buildings** insured under Section 1A where Section 2 is shown as operative in the Policy **Schedule**

### Extensions

#### Prevention of Access (Rent)

The insurance by each Item on **Rent** extends to include loss of **Rent** resulting from **Damage** to property in the vicinity of the **Buildings** to which the **Rent** item relates by a cause covered under this Section which hinders or prevents access to such **Buildings** but excluding **Damage** to the property of any supply undertaking from which electricity gas water or telecommunications services are provided to the **Buildings**

#### Alternative Accommodation

In the event of **Damage** to **Buildings** covered by Section 1A of this policy resulting in

- (a) a residential portion of the **Buildings** being uninhabitable
- (b) access being prevented to a residential portion of the **Premises**

this Section extends to include the reasonable additional cost of alternative residential accommodation during the period necessary to restore their respective parts to a habitable condition

The amount payable under this Extension will not exceed 50% of the Sum Insured on **Rent**

# Policy Cover

## Section 2 – Rent

continued

### Limits of Liability

Our liability during any one **Period of Insurance** shall not exceed in respect of each Item specified in the Policy **Schedule on Rent** the Sum Insured set against it

### Claims Settlement

Following **Damage to Buildings** covered by Section 1A **We** will pay in respect of any Item on **Rent**

- (a) the amount by which the **Rent** received by **You** during the period specified against such Item in the Policy **Schedule** falls short in consequence of the **Damage** of the **Rent** which would have been received had the **Damage** not occurred
- (b) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding a shortfall in **Rent** but not exceeding the amount of the loss of **Rent** which would otherwise have been payable under (a) above

less any savings in respect of expenditure payable out of **Rent** which reduces or ceases in consequence of the **Damage**

### Underinsurance

If at the time of **Damage** the Annual **Rent** shown in the Policy **Schedule** is less than the **Rent** which would have been received during the **Period of Insurance** if the **Damage** had not occurred the amount payable in respect of loss of **Rent** will be proportionately reduced

# Policy Cover

## Section 3 – Employers' Liability

The cover provided by this section is operative only if shown as such in the Policy Schedule

### Cover

1. In the event of **Injury** to an **Employee** happening during the **Period of Insurance** in the **Territorial Limits** and caused in connection with the **Business We** will subject to the Limit of Liability indemnify **You** against legal liability for damages and claimant's costs and expenses in respect of such **Injury** and other costs and expenses incurred with **Our** written consent
2. If the **Insured** comprises more than one party (which term in the case of a partnership includes each individual partner) **We** will indemnify each in the terms of this Section against liability incurred to the other as if such other was not included as an **Insured**
3. **We** will in addition pay solicitors' fees for representation at any Coroner's Inquest or fatal inquiry or Court of Summary Jurisdiction in respect of any event which may be the subject of indemnity under 1 above

### Indemnity to Other Persons

**We** will indemnify in the terms of this Section

1. if **You** so request any partner director or **Employee** in respect of liability for which **You** would have been entitled to indemnity if the claim had been made against him
2. the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person

### Additional Cover

**We** will indemnify **You** or at **Your** request any partner director or **Employee** of **Yours** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with **Our** consent in an appeal against conviction arising from such proceedings provided that **We** shall not be liable for the payment of fines or penalties

# Policy Cover

## Section 3 – Employers' Liability

continued

### Limit of Liability

£10,000,000 in respect of any claim or numbers of claims arising out of one cause for **Injury to Employees**

### Special Condition

#### Other Insurances

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **We** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected

### Rights of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in the **Territorial Limits** relating to the compulsory insurance of liability to **Employees** 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

### Exception

**We** will not be liable in respect of

1. **Injury** arising in connection with work on offshore installations or transit thereto or therefrom
2. **Injury** arising when the **Employee** is
  - (i) carried in or upon a vehicle
  - (ii) entering or getting on to or alighting from a vehicle

in circumstances where any road traffic legislation requires insurance or security

# How to make a claim

In the event of an incident occurring which may give rise to a claim under this Policy:

1. Take all necessary and reasonable precautions and emergency action to prevent further **Injury** loss or **Damage** occurring

**Telephone the MMA Commercial Care Line on 0844 902 0790**

2. Notify the Police of any incident involving Theft, Malicious Damage or Vandalism
3. Notify Commercial Care Line as soon as possible giving full details of the incident

**We will**

- (i) check the Policy cover to ascertain, as far as practical at this stage, that a valid claim exists
- (ii) appoint a Loss Adjuster at **Our** discretion

**At least two repair estimates should be obtained**

4. Send to **Us** immediately upon receipt any writ summons or other legal process issued or commenced against **You** and do not negotiate admit or repudiate any claim without **Our** written consent
5. Retain all damaged property/salvage for inspection. **You** may not however abandon any property or salvage to **Us**
6. **We** shall be entitled to
  - (i) enter any of the buildings where Bodily **Injury** loss or **Damage** has happened and take and keep possession of the insured property and deal with the salvage in a reasonable manner
  - (ii) negotiate defend or settle in **Your** name and on **Your** behalf any claim made against **You** as **We** deem appropriate
  - (iii) prosecute in **Your** name for **Our** own benefit any claim against any other person in respect of any amount paid or payable

# About MMA

MMA Insurance plc is a financially secure, well established UK insurer and a wholly owned subsidiary of French multi-national MMA IARD Assurances Mutuelles, a mutual insurer of some 180 years standing and part of Europe's leading insurance mutual, Covéa. We offer a range of bespoke and package products for small to medium sized businesses as well as household and motor insurance.

MMA's reputation is founded on a track record of consistent profitability, financial stability (Standard & Poor's rate MMA 'A- Stable') and reliability for over 50 years. Our long-term approach to doing business exclusively with our broker community ensures that we listen to their needs and respond with practical solutions that are sustainable. This spirit of partnership and mutual respect has resulted in very strong relationships with brokers across the UK.

MMA Insurance is a member of the Association of British insurers and is covered by the Financial Ombudsman Service. MMA is authorised and regulated by the Financial Services Authority.

All information in this document is correct at the time of printing (June 2011), for full up to date information please visit our website **[www.mma-insurance.com](http://www.mma-insurance.com)**





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