

Competition Law Compliance:

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The following Guidance was introduced by the ABI and has not been updated to reflect the Competition Law Compliance statement above. It is entirely voluntary in nature and should be construed as such.

NOTE: The following wordings are designed for use with the Standard Fire Policy (Appendix 1). When used with earlier versions of the Standard Fire Policy

- 1 the following addition should be made at the head of the extension –

NOTE:

The word “DAMAGE” in capital letters, shall mean loss or destruction of or damage to the Property Insured

- 2 omit “Exclusions Provisions and” from Part A.

Use Part A of the Master Wording and incorporate the Special Conditions from Part B as indicated in Part C.

MASTER WORDING

Part A

The insurance by (item(s)...of) this policy shall subject to all the Exclusions Provisions and Conditions of this Policy (except in so far as they may be hereby expressly varied) and the Special Conditions set out below extend to include:-

Here insert the wording(s) from the boxes in Part C appropriate to the peril(s) selected
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Part B

- 1 The liability of the Insurer under this extension in respect of any item of the policy not subject to any condition of Average (Uninsurance) shall be limited to the proportion which the sum insured by such item shall bear to the total insurances effected by or on behalf of the Insured on the same property against DAMAGE by fire as shown on the face of this policy.
- 2 Each item of this policy which is subject to any condition or conditions of Average (Underinsurance) is subject to the same condition or conditions under this extension in like manner. The liability of the

Insurer under this extension in respect of each item of this policy shall be limited to the proportion which the sum insured thereunder shall bear to the total insurances effected by or on behalf of the Insured on the same property against DAMAGE by fire as shown on the face of this policy.

- 3 The liability of the Insurer under this extension and the policy in respect of any item shall not exceed the sum insured by such item.
- 4 This insurance does not cover –
 - a. DAMAGE occasioned by
 - i. Riot or civil commotion (except to the extent they may be specifically insured hereby)
 - ii. War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - b loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom directly or indirectly caused by or contributed to by or arising from
 - i ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured, not otherwise excluded, caused by
 - i pollution or contamination which itself results from a peril hereby insured against
 - ii any peril hereby insured against which itself results from pollution or contamination
 - d consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this policy
 - e DAMAGE in Northern Ireland occasioned by or happening through consequence of
 - i civil commotion
 - ii any unlawful wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful associationFor the purpose of this Condition –
“unlawful association” means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973

“terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear

In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions of this Condition any DAMAGE is not covered by this policy, the burden of proving that such DAMAGE is covered shall be upon the Insured.

- 5 The Insured shall take all reasonable precautions to prevent DAMAGE
- 6 On the happening of any DAMAGE from peril(s)... above full details thereof shall be given to the Insurer within seven days
- 7 In so far as this insurance relates to DAMAGE (other than by fire or explosion) directly caused by Malicious Persons, it is a condition precedent to any claim that immediate notice of the DAMAGE shall have been given by the Insured to the Police Authority
- 8 In so far as this insurance relates to DAMAGE caused by Subsidence Ground Heave or Landslip
 - a. The Insured shall notify the Insurer immediately they become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site;
 - b. The Insurer shall then have the right to vary the terms or cancel this cover

Part C

1 EXPLOSION

DAMAGE caused by EXPLOSION excluding DAMAGE

- (a) caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
- (b) in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
- (c) by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

And Special Conditions 1 and 3 in part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form).

Note: Where the property so insured is not covered for the FIRE risk by the same policy, add the following exclusions –
“(d) by fire resulting from explosion
(e) by explosion
(i) of boilers
(ii) of gas
used for domestic purposes only”

2 AIRCRAFT

DAMAGE (by fire or otherwise) caused by AIRCRAFT or other aerial devices or articles dropped therefrom excluding DAMAGE by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

And Special Conditions 1 and 3 in part B (or 2,3 and 4 if written on earlier Standard Fire Policy form)

Note: Where the property so insured is not covered for the FIRE risk by the same policy, amend the words in brackets to “(other than by fire)”

3 RIOT

DAMAGE (by fire or otherwise including explosion) caused by RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding DAMAGE

- (a) arising from confiscation requisition or destruction by order of the government or any public authority
- (b) arising from cessation of work

and Special Conditions 1,3 and 6 in part B (or 2,3,4,5 and 6 if written on earlier Standard Fire Policy form).

Note: Where the property so insured is not covered for the FIRE risk by the same policy add the following exclusion “(c) by fire caused by Strikers Locked-out Workers or persons taking part in labour disturbances or malicious persons”.

4 RIOT (FIRE ONLY)

DAMAGE (by fire only) caused by RIOT or CIVIL COMMOTION excluding DAMAGE arising from

- (a) confiscation requisition or destruction by order or the government or any public authority
- (b) cessation of work

and Special Conditions 1, 3 and 6 in part B (or 2,3,4,5 and 6 if written on earlier Standard Fire Policy form) with Special Condition 4(a) (ii) amended by replacing the words in brackets with “(other than by fire)”

5 RIOT AND MALICIOUS DAMAGE

DAMAGE caused by RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding

- (a) DAMAGE arising from confiscation requisition or destruction by order of the government or any public authority
- (b) DAMAGE arising from cessation of work,
- (c) as regards DAMAGE (other than fire or explosion) directly caused by Malicious Persons not acting on behalf of or in connection with any political organisation
 - (i) DAMAGE by theft or attempted theft,
 - (ii) DAMAGE in respect of any building which is empty or not in use
 - (iii) the first £ of each and every loss as ascertained after the application of any condition of Average (Underinsurance)

and Special Conditions 1, 3 and 6 in Part B (or 2,3,4,5,6 and 7 if written on earlier Standard Fire Policy form).

Note: Where the property so insured is not covered for the FIRE risk by the same policy add “if insured hereby” to the words in brackets in exclusion (c), insert the following exclusion (c) and reletter the existing exclusion (c) and (d) – “(c) DAMAGE by fire caused by Strikers Locked-out Workers or persons taking part in labour disturbances or Malicious Persons”

6 (a) EARTHQUAKE – FIRE RISK ONLY

DAMAGE (by fire only) caused by EARTHQUAKE

(b) EARTHQUAKE – SHOCK RISK ONLY

DAMAGE caused by EARTHQUAKE

(c) EARTHQUAKE – FIRE AND SHOCK RISKS

DAMAGE caused by EARTHQUAKE

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form)

7 SUBTERRANEAN FIRE

DAMAGE caused by SUBTERRANEAN FIRE

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form)

8 SPONTANEOUS FERMENTATION

DAMAGE (by fire only) resulting from the property's own SPONTANEOUS FERMENTATION or HEATING

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form)

9 STORM

DAMAGE caused by STORM excluding

(a) DAMAGE by

(i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam

(ii) inundation from the sea

whether resulting from storm or otherwise

(b) DAMAGE attributable solely to change in the water table level

(c) DAMAGE by frost subsidence ground heave or landslip

(d) DAMAGE in respect of movable property in the open, fences and gates

(e) the first £ of each and every loss in respect of each separate premises as ascertained after the application of any condition of Average (Underinsurance)

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form).

Notes: 1 For an insurance on a first loss basis see General Note 1 below
2 Where the property so insured is not covered for the FIRE risk by the same policy, 'lightning' should be added in exclusion (b) above.

10 STORM AND FLOOD

DAMAGE caused by STORM OR FLOOD excluding

(a) DAMAGE attributable solely to change in the water table level

(b) DAMAGE by frost subsidence ground heave or landslip

(c) DAMAGE in respect of movable property in the open, fences and gates

(d) The first £ of each and every loss in respect of each separate premises as ascertained after the application of any condition of Average (Underinsurance)

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form).

Note: For an insurance on a first loss basis see General Note 1 below

12 IMPACT (THIRD PARTY)

DAMAGE caused by IMPACT by any road vehicle or animal not belonging to or under the control of

- (a) the Insured or any occupier of the premises, or
- (b) their respective employees whilst acting in the course of their employment

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form)

Note: For an insurance on a first loss basis see General Note 1 below

13 IMPACT (THIRD PARTY AND OWN VEHICLES)

DAMAGE caused by IMPACT by any road vehicle or animal, excluding in respect of DAMAGE caused by any road vehicle or animal belonging to or under the control of

- (a) the Insured or any occupier of the premises, or
- (b) their respective employees whilst acting in the course of their employment

the first £ of each and every loss as ascertained after the application of any condition of Average (underinsurance)

and Special Conditions 1 and 3 in Part B (or 2, 3, 4 and 5 if written on earlier Standard Fire Policy form).

Note: For an insurance on a first loss basis see General Note 1 below;

14 SPRINKLER LEAKAGE

DAMAGE caused by ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the premises not caused by

- (a) freezing whilst the building in so far as it is the Insured's ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire

and Special Conditions 1 and 3 in Part B (or 2,3,4 and 5 if written on earlier Standard Fire Policy form)

Note: For an insurance on a first loss basis see General Note 1 below

15 SUBSIDENCE, GROUND HEAVE, LANDSLIP

DAMAGE caused by SUBSIDENCE or GROUND HEAVE of any part of the site on which the property stands or LANDSLIP excluding

- (a) DAMAGE to yards car-parks roads pavements walls gates and fences unless also affecting a building insured hereby
- (b) DAMAGE caused by or consisting of
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship of the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) DAMAGE which originated prior to the inception of this cover
- (d) DAMAGE resulting from
 - (i) demolition construction structural alteration or repair of any property or
 - (ii) groundworks or excavation
- (e) the first £ of each and every loss at each separate premises as ascertained after the application of any condition of Average (Underinsurance)

and Special Conditions 1,3,5 and 8 in Part B (or 2,3,4,5 and 8 if written on earlier Standard Fire Policy form).

Note: For an insurance on a first loss basis see General Note 1 below.

General Notes:

- 1 Where the insurance for any peril is on a first loss basis
 - (a) the declared value should be stated in the policy, separate values for Buildings and Contents being shown
 - (b) add the following:-
 - In respect of perils...only Special Condition 1 shall read –
 - If the declared value at the commencement of any DAMAGE be less than the value of the property covered within such declared value, the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

- (c) Where an excess applies substitute “Special Condition 1” for “any condition of Average (Underinsurance)”
- 2 For insurance covering special peril(s) only the use of the Standard Fire and Special Perils Policy (Appendix 2) is recommended.