

Competition Law Compliance:

This document has been produced by the ABI to assist members in their handling of a particular matter. Adoption by members of any terms, standards, guidance, recommendations or similar statement contained in this document is voluntary and entirely at the discretion of each individual member.

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.

REMOVAL OF DEBRIS ETC. CLAUSES

The undernoted wordings in respect of Removal of Debris are applicable as follows:-

PROPERTY	SEPARATE ITEM	EXTENSION WORDING
Stock only	1 (i)	1 (v)
Items not covering stock - specified policy items	-	1 (iii)
All items except on stock	-	1 (iv)
All property – specified Policy items	1 (ii)	-
All property – all policy Items	-	1 (vi)
None belonging to insured	2	-

- 1 (i) **Separate item applicable only to stock in trade and / or merchandise**
On costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion or portions of the property insured by Items Nos of this policy destroyed or damaged by fire or by any other peril hereby insured against £....

The Insurer will not pay for any costs or expenses –

- 1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this policy

- (ii) **Separate item applicable to all property whether or not including stock in trade and / or merchandise**

On costs and expenses necessarily incurred by the Insured with the consent of the Insurer in –

- (a) removing debris
- (b) dismantling and / or demolishing

(c) shoring up or propping
of the portion or portions of the property insured by Items Nos..... of this
policy destroyed or damaged by fire or by any other peril hereby insured
against £....

The Insurer will not pay for any costs or expenses –

- 1 incurred in removing debris except from the site of such property
destroyed or damaged and the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this
policy

(iii) Extension of items not covering stock in trade and / or merchandise

It is understood that the insurance by items Nos.... of this policy extends to
include costs and expenses necessarily incurred by the Insured with the
consent of the Insurer in-

- (a) removing debris
- (b) dismantling and / or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said items destroyed
or damaged by fire or by any other peril hereby insured against

The liability of the Insurer under this clause and the policy in respect of any
item shall in no case exceed the sum insured thereby

The Insurer will not pay for any costs or expenses –

- 1 incurred in removing debris except from the site of such property
destroyed or damaged and the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this
policy

**(iv) Extension of all items except those covering wholly or in part stock in
trade and /or merchandise**

It is understood that the insurance by all Items of this policy except those
applying wholly or in part to stock in trade or merchandise if insured, extends
to include costs and expenses necessarily incurred by the Insured with the
consent of the Insurer in –

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Items destroyed
or damaged by fire or by any other peril hereby insured against

The liability of the Insurer under this clause and the policy in respect of any
item shall in no case exceed the sum insured thereby

The Insurer will not pay for any costs or expenses –

- 1 incurred in removing debris except from the site of such property
destroyed or damaged and the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this
policy

**(v) Extension of all items applicable only to stock in trade and/or
merchandise**

It is understood that the insurance by Item No..... of this policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing debris of the portion of portions of the property insured by the said item destroyed or damaged by fire or by any other peril hereby insured against

The liability of the Insurer under this clause and the policy in respect of such item shall be limited to 10% of the item sum insured but not exceeding £.....

The Insurer will not pay for any costs or expenses –

- 1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this policy

(vi) Extension of all items

It is understood that the insurance by all Items of this policy extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer in –

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

of the portion or portions of the property insured by the said Items destroyed or damaged by fire or by any other peril hereby insured against

The liability of the Insurer under this clause and the policy

- (i) in respect of any item except those applying wholly or in part to stock in trade or merchandise shall in no case exceed the sum insured thereby
- (ii) in respect of any item applying wholly or in part to stock in trade or merchandise shall be limited to 10% of the item sum insured but not exceeding £.....

The Insurer will not pay for any costs or expenses –

- 2 Where it is desired to cover costs and expenses incurred by an Insured, e.g. Wharfinger or Warehouseman, in removing debris of contents not belonging to him this should only be done by means of a separate item in the following form -

On costs and expenses necessarily incurred by the Insured with the consent of the Insurer in removing from the premises situate..... the debris of contents destroyed or damaged by fire or by any other peril hereby insured against, such contents not being the property of the Insured.

The Insurer will not pay for any costs or expenses incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.