

General Conditions

6. UNOCCUPIED BUILDINGS

It is a **condition precedent to liability** that

- (a) when a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** may at **our** option

- (i) amend the terms and conditions that apply to such buildings and charge an additional premium
- (ii) cancel the cover for any affected buildings
- (iii) cancel the policy in accordance with the Cancellation condition

- (b) in respect of any building or part of a building which becomes **unoccupied**

- (1) **you** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices

- (2) **you** must remove all waste and unfixed combustible materials both internally and externally from such buildings

- (3) **you** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **premises**

- (4) where there is a sprinkler installation **you** must maintain the central heating system to prevent freezing and

- (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
- (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
- (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer

- (5) **you** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations

A record of inspections including remedy of any defects must be maintained

- (6) **you** must permanently seal shut the letterbox

Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected

- (7) **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repairs

- (8) in addition to the Claims condition that requires **you** to tell **us** immediately **you** become aware of any incident that may result in a claim **you** must also tell **us** immediately of any illegal entry to the **premises** whether or not any **damage** has occurred

- (9) **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **us** in writing

7. ARBITRATION

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (a) an agreed arbitrator or if an arbitrator cannot be agreed

- (b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision

This condition does not apply to the Legal expenses section

8. CANCELLATION

(a) Your right to cancel in the cooling-off period

You have 14 days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

(b) Your right to cancel after the cooling-off period

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds £10

If **you** have made a claim then the full annual premium is due