



## **SOUTHAMPTON LEASEHOLD PROPERTIES EXTENSIONS TO THE GENERAL CONDITIONS POLICY NO. 163955**

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The following extensions of the cover are hereby covered in conjunction with the "Ocaso Household Building Insurance for Local Authorities Mod. 2418" Policy booklet:

### **CLAIMS EXCESS**

£1,000 Subsidence, Landslip and Heave  
£nil all other.

### **ACCIDENTAL DAMAGE**

The policy is extended to include Accidental Damage cover on pages 12 and 13 for leaseholders who have opted for this extension via the council.

### **BREXIT CONTINUITY CLAUSE**

#### **Notice of Cancellation**

Notwithstanding anything contained in this Contract to the contrary, if a 'Default Event' occurs in relation to any (Re)Insurer, the (Re)Insured shall have the right to give revocable notice of cancellation of the participation of that (Re)Insurer in this Contract. In the event of such notice being given then cancellation shall be effective from the "Final Brexit Date" as hereinafter defined unless revoked earlier by the (Re) Insured. To be effective, any notice of cancellation by the (Re)Insured (or by JLT Specialty Limited on its behalf) under this General Condition shall be deemed delivered and effective if delivered within [10] days following the occurrence of the Default Event in writing to the addressee set out in the notice provisions of this Contract, or in the absence of such provision to the registered office of the (Re)Insurer whose participation is being cancelled. Within fourteen (14) days of the effective date of any cancellation: the relevant (Re)Insurer shall return any paid but unearned premium; and the (Re)Insured shall pay any unpaid but earned premium, and unearned premium shall be calculated as expressly provided in the relevant cancellation or termination provisions of this Contract or, if there are no such cancellation or termination provisions, on a pro-rata basis for the time on risk. Such (Re)Insurer shall, notwithstanding cancellation hereunder, remain liable for the payment of all claims arising under this Contract prior to the date of cancellation and shall use its reasonable endeavours to pay such claims prior to the Final Brexit Date.



**A Default Event** A 'Default Event' shall be deemed to be and to have occurred in respect of a (Re)Insurer participating in this Contract if, by no later than 45 calendar days prior to the later of: (a) the 31<sup>st</sup> January 2020; or (b) where a Brexit transition agreement has been effected pursuant to which (Re)Insurers remain able to conduct business as it relates to this Contract, such subsequent date as may be specified for the full departure of the United Kingdom from the European Union under such transition agreement; or (c) such date following which the (Re)Insurer is no longer authorised, through any temporary permissions regime or otherwise, to conduct insurance business as it relates to this Policy in the United Kingdom (such later date being the "Final Brexit Date"), that (Re)Insurer has not provided written confirmation to JLT Specialty Limited that either (i) its relevant authorisation to conduct business as it relates to this Contract will remain valid beyond the Final Brexit Date, or (ii) a transfer of its participation to a replacement (Re)Insurer pursuant to the Transfer Option below will be completed prior to the Final Brexit Date.

**Transfer Option** An Exiting (Re)Insurer may, to avoid a Default Event, have the right, and obligation to use its reasonable endeavours, to transfer its participation to a suitable replacement (Re)Insurer holding all necessary licences and permissions to grant (re)insurance coverage provided that the replacement (Re)Insurer: must accept the full participation of the Exiting (Re)Insurer on the same terms (including premium), conditions, limitations and exclusions; and must have a security grading not less than that of the Exiting (Re)Insurer as issued by Standard & Poor's Insurance Rating (a division of the McGraw-Hill Companies) or successor thereof or Moody's or AM Best Company Inc. or successor thereof unless agreed otherwise by the (Re)Insured; and accepts responsibility for the payment of all claims arising under this Contract other than those settled prior to the date of replacement of the Exiting (Re)Insurer. The (Re)Insured shall cooperate reasonably to enable the Exiting (Re)Insurer to effect a transfer on the above terms.

**(Re)Insurers' Duty** If any (Re)Insurer is affected by a Default Event it shall: at its own expense ensure compliance with this General Condition. Such expense shall take into account the general market conditions at the time of any such transfer or cancellation along with any additional reasonable fees for additional work incurred by the (Re)Insured and JLT Specialty Limited in arranging alternative cover for the (Re)Insured following the cancellation of this Policy under the terms of this General Condition; not to use the doctrine of Frustration of Contract as a mechanism to avoid its obligation under this General Policy Condition. (Re)Insurers liability to the (Re)Insured under this General Condition shall remain several and not joint.



## **UNOCCUPIED PROPERTIES**

In respect of any buildings that remain unoccupied or disused for more than 30 consecutive days,

A) The cover under Section 1 – Material Damage of the policy shall exclude the following causes:

Malicious Damage, Escape of Water, Theft, Accidental Damage to Fixed Glass, Unauthorised use, Accidental Damage, UNLESS you have notified Southampton City Council that the property is unoccupied and this has been agreed accordingly.

Notification should be sent either by post to Risk & Insurance Services, Southampton City Council, Civic Centre, Southampton SO14 7LY or by email to

[insurance@southampton.gov.uk](mailto:insurance@southampton.gov.uk).

## **CLAIMS NOTIFICATION**

Please note that the telephone number to notify claims (other than glass) is 0344 856 2032.