



BROKER EXPRESS

Part of the Eaton Gate group

Residential Property Owners Policy

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Residential Property Owners Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through **Us**.

Insuring Clause

Your Policy is a **Contract** of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each section of this **Policy**, the **Schedule**, any **Endorsements** and the Definitions, General terms and conditions and General exclusions shall be read as one document.

In consideration of payment of the premium **Your Insurer** detailed in the **Schedule** will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept.

The name of **Your Insurer** can be found on the **Statement of Facts, Schedule** and Certificate of Employers Liability Insurance (where issued).

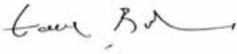
Law and Jurisdiction

You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise this **Contract** shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurers**.



Gary Burke

Executive Chairman

Eaton Gate MGU Ltd

About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Numbers

CLAIMS LINE

See Your Schedule for Details

This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim.

Please see Making a Claim in the Claims Condition Section of this **Policy**.

Calls may be recorded for quality and training purposes.

HELPLINES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

LANDLORDS' LEGAL SERVICES

Register today at: www.araglegal.co.uk and enter the voucher code EC426C378CB8 to access the law guide and download legal documents such as Section 8 and 21 notices to give to **Your** tenant to leave the property, letters to demand unpaid rent or give notice of the deposit protection scheme. **You** can access other documents that will help **You** as a landlord or property owner.

About Your Policy

This is **Your Residential Property Owners Insurance Policy**, which is made up of several documents, which form the **Contract** between **You** and the **Insurer** shown in **Your Policy Schedule**. These documents are:

- ❖ the **Statement of Facts**.
- ❖ the **Policy Wording**.
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**.
- ❖ specification of Items/**Property Insured**.
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the General terms and conditions and General exclusions. If there is anything You do not understand or You need to change please contact the Administrator immediately.

Customer Complaints

We hope that **You** are extremely happy with **Your Residential Property Owners Insurance Policy** but **We** do recognise that on occasions things can go wrong.

If **Your** complaint is about the way **Your Policy** was sold to **You** please contact **Your** insurance advisor or intermediary who arranged **Your Policy** for **You**. Their address and telephone number are shown on **Your Policy Schedule**.

Contacting Your Insurer

If **You** have a complaint about cover provided under Sections 1 to 4 by **Your Insurer** or a claim please contact **Your Insurer** directly. Their contact details can also be found on **Your Policy Schedule**.

If **You** are not happy with the service provided under Section 5 (Commercial Legal Expenses) please contact ARAG'S Customer Relations Department;

- By Telephone: 0117 917 1561
- By e-mail: customerrelations@arag.co.uk
- In writing to: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Details of ARAG'S internal complaint-handling procedures are available on request.

Once **Your Insurer** has received **Your** complaint they will:

- ❖ Send an acknowledgment of **Your** complaint within 5 working days of receiving it and notify **You** of the name of the person managing **Your** complaint;
- and
- ❖ Respond in full to **Your** complaint within 8 weeks. If this is not possible for any reason they will write to **You** to explain why they have not been able to settle the matter quickly. They will also let **You** know when they will contact **You** again.

If You are Still Dissatisfied

If **You** remain dissatisfied, and **Your Insurer** subscribes to the service, **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS);

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. The Financial Ombudsman Service can only consider **Your** complaint if **Your Insurers** have given **You** their final decision.

- By Telephone 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
- In writing to Financial Ombudsman Service
Exchange Tower
London
E14 SR
- By e-mail complaint.info@financial-ombudsman.org.uk
- Website www.financial-ombudsman.org.uk

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million pounds Sterling or the trustee of a trust with a net asset value of less than one million pounds Sterling.

You can refer to the Financial Ombudsman Service if **You** are dissatisfied with **Your Insurers** final response or if they have not issued their final response within eight weeks from the time **You** first raised the complaint. They offer a free and independent service for resolving disputes about most financial matters and **You** have six months from the date of the final response letter to contact them. However, they will only consider **Your** complaint once **You** have tried to resolve it with **Your Insurer**.

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>.

Broker Express are dedicated to resolving **Your** complaint so if **You** have a complaint about Broker Express or wish to discuss a complaint **You** have with the **Administrator**, please contact the Broker Express customer services team:

- Telephone: 0333 234 1741
- By e-mail: compliers@brokerepress.co.uk
- In writing to: Customer Service Manager, Broker Express, 20 St Dunstan's Hill, London, EC3R 8HL

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd and the **Insurers** are covered by the Financial Services **Compensation** Scheme (FSCS). This means that **You** may be entitled to **Compensation** from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of **Business** and the circumstances of the claim. Further information about the scheme is available from the FSCS:

- **Telephone** 0800 678 1100 or 020 7741 4100
- **By e-mail** enquiries@fscs.org.uk
- **In writing to** Financial Services Compensation Scheme
10th Floor,
Beaufort House
15 St Botolph Street
London
EC3A 7QU
- **Website** www.fscs.org.uk

If **You** telephone FSCS then please have any relevant correspondence to hand.

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.

Notification of changes which may affect Your insurance – keeping Us updated

You should keep a complete record of all information **You** supplied to the firm that arranged **Your** insurance with **Us**, and **Us** when taking out this insurance.

So that **You** understand what **You** are covered for, please read this **Policy Wording** and the **Schedule** (which may make reference to clauses) very carefully. **You** should pay special attention to the General exceptions and General terms and conditions of this **Policy Wording**.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the firm that arranged **Your** insurance with **Us** immediately.

If **You** fail to tell **Us** or **You** delay telling **Us** about an Incident that may lead to a claim and this increases our claim costs, **You** will become liable to pay the additional costs. It may also invalidate **Your** right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **You** were asked at the time of insuring with **Us**. It is important that **You** check **Your** records for the information **You** have provided and notify **Us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your Policy** being cancelled, and may affect **Your** ability to gain insurance from other **Insurers**.

You are also required to update **Us** with any changes to the information **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes **We** may adjust the premium. If **You** do not tell **Us** about these changes or inaccuracies, this may result in refusal of a claim or **Your Policy** being cancelled, and may affect **Your** ability to gain insurance from other **Insurers**. The changes **You** are required to notify **Us** of include but are not limited to the following:

- any change or addition to the **Contents** of the **Property** to be **Insured** that results in the need to increase the amounts **Insured** or the limits that are shown on **Your Policy Schedule**;
- any changes to the **Business** description or activities undertaken;
- any change of address;
- if the **Business** ceases to trade.

This is not a full list and if **You** are in any doubt **You** should advise **Your Administrator** for **Your** own protection. If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all.

When **You** inform **Us** of a change **We** will tell **You** if this affects **Your Policy**, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **You** have not disclosed or **You** have misrepresented but **We** deem this was not deliberate or reckless:

- where a higher premium would have been charged **We** will reduce the amount of the claim **Settlement** proportionate to the premium **We** would have actually charged had the circumstances been disclosed;
- where additional terms would have been imposed by **Us** (other than terms relating to premium), **We** will consider the insurance **Contract** on the basis that those different terms had applied from the date of the breach of duty;
- where **We** would not have entered into the insurance **Contract** at all **We** can treat the insurance as void and cancel **Your Policy** as if it never existed from inception and refuse to pay all claims;
- **We** will return the premium **You** have paid to **Us** unless there is another reason why **We** should retain it. See Cancellation section of **Your Policy**.

Claims where **We** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**We** can cancel **Your Policy** from inception and treat the insurance as though it had never existed);
- **We** can retain the full premium even if **You** have not paid **Us** the premium in full **We** shall be entitled to collect it from **You**.

Fraudulent Claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy**. **We** may also cancel the **Policy** and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that **You** check **Your** records for the information **You** have provided and notify **Us** immediately of any changes to these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your Policy** being cancelled.

Important information about Your insurance with Us

Data Protection

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** are the **Data Controllers** in relation to any **Personal Data** that **You** may supply in connection with **your Policy**.

For further details on how **Your Personal Data** is used by **Us** and how **We** process **Your Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our Privacy Policy**.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf **Process Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Sensitive Personal Data** we will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate business need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** to **Process Your Personal Data**;
- where **We** need to **Process Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

We will not use **Your** information or transfer this to any third party for the purposes of marketing further products or services unless **You** have consented to this.

Should **You** wish to exercise any rights referred to below or contact **Us**, please write to:

The Data Protection Officer
20 St. Dunstan's Hill
London
EC3R 8HL

DPO@egmgu.co.uk

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Financial Sanctions

We are not able to provide any insurance cover or make any payments or other **Policy** benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

If any such prohibition or restriction takes effect during the **Period of Insurance**, we may cancel **Your Policy** immediately by giving **You** written notice to **Your** last known address.

Industry agencies and Databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by Motor Insurance Bureau Limited (MIB Ltd). The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this **Policy**. **We** will pass any information relating to any **Incident** which may or may not give rise to a claim under this **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of this **Policy**, to the relevant registers.

Other Insurers

We may pass information about **You** and this **Policy** to other insurance companies with which **We** either reinsure **Our Business** or who are dealing with a claim made under this **Policy**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **We** will make sure they comply with the same standards of **Data** security as though they were located inside the EEA.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and **Money** laundering, for example, when:
 - checking details on applications for credit and credit related or other facilities;
 - managing credit and credit related accounts or facilities;
 - recovering debt;
 - checking details on **Proposals** and claims for all types of insurance;
 - checking details of job applicants and **Employees**.

Please contact **Us** if **You** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Telephone recording and document management

For **Our** joint protection telephone calls may be recorded and monitored by the firm that arranged **Your** insurance with **Us**, the **Administrator** and by **Us**.

We, the **Administrator** or any other service providers appointed by **Us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Telephone Call Charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

Our service commitment

Customer feedback

If **You** have any suggestions or comments about how the firm that arranged **Your** insurance with **Us**, **We** or the **Administrator** can improve **Our** cover or the service **We**/they have provided please write to the **Administrator**.

The **Administrator** and **We** welcome feedback to enable them or **Us** to improve products and services.

In the event that **We** are unable to continue to trade with the **Administrator** because they have ceased to trade through bankruptcy or liquidation, or in the event that their relevant FCA authorisation is revoked, **We** reserve the right to pass **Your Policy** and all details on to another **Administrator**. If **You** do not wish this to happen then please put **Your** request in writing to **Us**.

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter and be in bold each time it appears in the **Policy** e.g. **Business** except for headings and titles.

Each Section of the **Policy** may contain **Definitions** which apply to that particular Section and they must be read in conjunction with the following **Policy Definitions**.

Buildings

The **Buildings** belonging to **You** or for which **You** are responsible all within the **Premises** including;

- a) landlord's fixtures and fittings interior decorations fixed glass or polycarbonate substitutes fixed sanitary ware and solar glass heating panels;
- b) private garages out**Buildings** swimming pools hard tennis courts driveways patios walls car parks car ports roads footpaths fences terraces gates and hedges yards forecourts patios walls gates and fences;
- c) telephone gas water and electric instruments meters cabling piping and the like and associated underground pipes and cables cess pits septic tanks telecommunication aerials aerial fittings and masts;
- d) squash courts and gymnasias used solely by **Residents** for domestic and leisure purposes.

Unless described differently in the **Schedule** the **Buildings** other than out**Buildings** and garages are built of brick stone or concrete and roofed with slates tiles or concrete.

Business

Activities directly connected with the **Business** shown in the **Schedule** and no other for the purposes of this **Policy** including:

- a) the ownership organisation and/or management routine maintenance repair and decoration of the **Premises**;
- b) the ownership routine maintenance repair of **Your** gardening equipment and plant;
- c) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
- d) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** Directors or senior officials.

Contents of Communal Areas

Landlords Contents whilst contained within the common parts of the **Premises** to which all **Residents** have access.

Contents of Residential Units

Landlords Contents whilst contained in any **Residential Unit**.

Damage

Material loss destruction or **Damage**.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of **Data** including but not limited to operating systems records programs software or firmware code or series of instructions.

Data Protection Regulations

(i) unless and until the General **Data** Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the **Data** Protection Act 2018. The terms "**Data** Controller", "**Data** Processor", "**Data** Subject", "Personal **Data**", "Personal **Data** Breach" and "Sensitive Personal **Data**" (Special Category **Data**) shall have their respective meanings under the **Data** Protection Regulations.

Denial of Service Attack

Any actions or instructions with the ability to **Damage** interfere with or otherwise affect the availability of **Computer and Electronic Equipment** or **Data** including but not limited to the generation of excess traffic into network addresses the exploitation of system weaknesses and the generation of excess or non-genuine traffic within between or amongst networks.

Employee

Except for Section 5 - Commercial Legal Expenses

1. any person under a contract of service or apprenticeship with **You** while working for **You** in connection with the **Business**;
2. any of the following persons whilst working under **Your** supervision or control in connection with the **Business**:
 - a) any person who is hired to or borrowed by **You**;
 - b) any person engaged in connection with a work experience training or similar scheme;
 - c) any self-employed person working on a labour only basis;
 - d) any person engaged by a labour only sub-contractor;
 - e) any labour master or person engaged by them;
 - f) any driver or operator of hired-in plant;
 - g) any volunteer helper.

Endorsement(s)

An alteration made to the terms of the **Policy**

Excess

The first amount of every claim for which **You** are responsible.

The amount of **Excess** will be shown in the **Policy** Document the **Schedule** or an **Endorsement**.

Glass and Sanitary Fittings

- a) fixed glass or polycarbonate substitutes in windows doors fanlights sky-lights conservatories and solar panels;
- b) fixed washbasins pedestals baths sinks lavatory bowls bidets cisterns shower trays and splash backs;
- c) fixed glass to furniture fixed glass in mirrors glass in shelves;
- d) fixed ceramic hobs and cooker tops where **Contents of Residential Units** are **Insured**.

Goods Supplied

Goods (including labels containers and packaging) sold or supplied by **You** in connection with the **Business**.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

Index Linking

Whenever a sum insured is declared to be subject to **Index Linking** it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted sum insured.

Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim.

Injury

Bodily **Injury** death illness or disease.

Insured Insured's You Your

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

Insurer Our Us We

The Insurance Company named in the **Schedule** on whose behalf this insurance document is issued.

Landlords Contents

Fixtures and Fittings (but not those forming part of the structure) furniture furnishings carpets utensils and domestic appliances belonging to **You** or for which **You** are responsible excluding:

- a) the **Property** of any **Resident**;
- b) articles of gold silver or other precious metals or precious stones or articles made from them jewellery watches furs clothing and personal effects;
- c) money bills of exchange and promissory notes deeds securities or documents of any kind;
- d) antiques works of art sculptures or curios where the individual value of any one item exceeds £1,000;
- e) **Business** books plans specifications designs and computer records.

Money

Current cash bank and currency notes uncrossed cheques giro cheques postal orders **Money** orders or bankers drafts unused current postage stamps unaffixed national insurance stamps national savings and holiday with pay stamps trading stamps luncheon vouchers mobile phone talk vouchers gift tokens consumer redemption vouchers travel tickets validated tickets for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Offshore

Any **Offshore** rig **Offshore** platform or **Offshore** installation in the sea or tidal waters.

Period of Insurance

The **Period** beginning with the Effective Date shown in the **Schedule** and ending with the Expiry Date and any other period for which **We** have accepted **Your** premium.

Policy

The **Residential Property Owners Policy** and **Schedule** and any **Endorsements** attached or issued with it.

Pollution and Contamination

- a) all **Pollution and Contamination** of **Buildings** or other structures or of water or land or the atmosphere;
and
- b) all **Damage to Property** or **Injury** directly or indirectly caused by such **Pollution and Contamination**.

Premises

The **Premises** as stated in the **Statement of Fact** and specified in the **Schedule**.

Property

Material **Property** belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Proposal

The **Statement of Fact** and any additional information supplied to **Us** by **You** or on **Your** behalf.

Resident(s)

The owner tenant or lessee of any **Residential Unit** and any member of his/her family permanently residing with him/her at the **Premises**.

Residential Unit

Any individual self-contained living area within any **Premises**.

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs **Data** files or operations whether involving self-replication or not.

Unoccupied

Any **Premises** part of any **Premises** or **Residential Unit** that for a period exceeding 60 consecutive days is:

- a) not sufficiently furnished for normal living purposes; or
- b) untenanted; or
- c) empty or no longer in use.

Section 1 - Property Damage

What is Covered	What is not Covered
-----------------	---------------------

We will indemnify You against **Damage** to the **Property** at the **Premises** described in each item of the **Schedule** caused by the following **Insured Perils** up to the sum insured for each Item shown in the **Schedule**.

The amount of **Excess** shown in the **Schedule**.

Any **Property** more specifically **Insured** by You or on Your Behalf.

Indirect Loss of any kind or description.

Damage caused by the bursting of a boiler or other equipment belonging to You or in Your control where the internal pressure is due to steam only other than fire as a result of Explosion unless used for domestic purposes only.

Damage caused by Explosion in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or in Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a **Policy** or other contract providing the required inspection service.

Damage by confiscation or detention by customs or other officials or authorities.

Damage to Glass or Sanitary Fittings other than:

- a) breakage by or arising out of Fire Lightning or Explosion or salvage operations consequent thereon;
- b) the cover provided by Extension of Glass Breakage of this Section.

Damage to any particular piece of plant or fittings of the electrical installation or appliances by self ignition short circuit excessive pressure self-heating or leakage of electricity.

Insured Perils

1. Fire Lightning Explosion Earthquake	
2. Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish	Damage to glass.
3. Storm Tempest or Flood	Damage: <ul style="list-style-type: none"> a) resulting from frost subsidence ground heave or landslip; b) to moveable Property in the open; c) to gates fences and posts hedges.
4. Escape of water from any tank apparatus or pipe including Damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting	Damage: <ul style="list-style-type: none"> a) in any Premises part of any Premises or individual Residential Unit which is Unoccupied; b) caused by wet or dry rot rust corrosion or other wear and tear; c) caused by mould or toxic mould; d) leakage of automatic sprinkler installations. <p>The amount of the Excess shown in the Schedule.</p>
5. Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons	Damage: <ul style="list-style-type: none"> a) arising from the cessation of work;

	<ul style="list-style-type: none"> b) in any Premises part of any Premises or individual; c) Residential Unit which is Unoccupied; d) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organisation; e) Damage caused by You or Your Employees. <p>Any amount in Excess of £10,000 any one loss in respect of Damage caused by Residents.</p>
<p>6. Leakage of oil from any fixed heating installation</p>	<p>Damage in any Premises part of any Premises or individual Residential Unit which is Unoccupied.</p>
<p>7. Theft or attempted theft</p>	<p>Damage:</p> <ul style="list-style-type: none"> a) in any Premises part of any Premises or individual Residential Unit which is Unoccupied; b) caused by You or Your family; c) caused by any Resident or by his/her guest to the portion of the Premises in which they reside; d) to Contents in Communal Areas and/or Contents in Residential Units unless there has been forcible and violent entry to or exit from the Premises.
<p>8. Subsidence Ground Heave or Landslip</p> <p>This Insured Peril only applies if shown as operative in the Schedule</p>	<p>Damage to yards car parks roads terraces patios pavements or other paved areas swimming pools hard tennis courts walls gates fences cesspits septic tanks fixed fuel oil tanks and diesel tanks piping ducting cables wires and associated control gears and accessories unless there is Damage to other portions of the Buildings at the same time by the same cause.</p> <p>Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the Buildings are Damaged at the same time and from the same cause.</p> <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> a) the normal settlement or bedding down of new structures; b) the settlement or movement of made up ground; c) coastal or river erosion; d) defective design or workmanship or the use of defective materials including inadequate construction of foundations; e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe. <p>Damage resulting from:</p> <ul style="list-style-type: none"> a) demolition construction structural alteration or repair of any building; or b) groundworks or excavation at the Premises. <p>Damage which originated prior to the inception of this cover.</p> <p>The amount of the Excess shown in the Schedule.</p>
<p>9. Any other accidental Damage</p>	<p>Damage:</p> <p>In any Premises part of any Premises or individual Residential Unit which is Unoccupied</p> <p>Damage caused by or resulting from:</p>

- a) any of the **Insured Perils** 1-6 and 8;
- b) any event specifically excluded by any of the **Insured Perils**;
- c) theft or any attempted theft of any description;
- d) subsidence or ground heave of any part of the site on which the **Buildings** stands or landslip;
- e) any **Buildings Insured** by this Section own collapse or cracking;
- f) any dishonest or fraudulent action;
- g) wind hail sleet snow flood or dust to moveable **Property** in the open;
- h) frost corrosion rust dampness dryness shrinkage evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould;
- i) erosion the action of light climate or atmosphere moths vermin or insects;
- j) any process of cleaning dyeing restoring adjusting or repairing;
- k) normal maintenance or repair;
- l) change in temperature colour flavour texture or finish;
- m) any shortage due to error or omission.

Damage caused by or resulting from:

- a) nipple or joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed pipes in connection therewith;
- b) mechanical electrical or electronic breakdown or derangement fault electrical leakage or cut out;
- c) erasure or distortion of information on computer systems or other records.

but this will not exclude:

- i. such **Damage** if resulting from a cause which is not otherwise excluded;
- ii. subsequent **Damage** which results from a cause not otherwise excluded.

Damage caused by:

- a) its own faulty or defective design or materials;
- b) inherent vice latent defect gradual deterioration wear and tear;
- c) faulty or defective workmanship operational error or omission on the part of **You** or any of **Your Employees**.

but this will not exclude subsequent **Damage** which results from a cause not otherwise excluded.

Damage:

- a) to **Property** in transit;
- b) to **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property**;
- c) arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part.

The amount of the **Excess** shown in the **Schedule**.

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A Architects Surveyors Legal and Consulting Engineers Fees</p> <p>The reasonable fees necessarily incurred following Damage Insured by this Section to reinstate or repair the Premises.</p>	<p>Any fees incurred for preparing any claim.</p> <p>Any amount exceeding the um insured on Buildings.</p>
<p>B Capital Additions</p> <p>a) any newly acquired and/or newly erected residential Building or residential Building in the course of construction;</p> <p>b) alterations additions and improvements to residential Buildings but not for any appreciation in value.</p> <p>anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands provided that:</p> <p>a) You provide the full particulars of such extension of cover as soon as practicable;</p> <p>b) You pay the additional premium required.</p>	<p>Any amount in Excess of 10% of the Building sum insured for each item covered or £250,000 whichever is the lesser.</p> <p>Damage to:</p> <p>a) any Property for which any contractor is responsible;</p> <p>b) any Property more specifically Insured.</p>
<p>C Clearance of Drains</p> <p>The reasonable costs incurred by You to clear drains gutters and sewers owned by or for which You are responsible as a result of Damage occurring to the Premises.</p>	<p>Any amount in Excess of £1,000 in respect of any claim.</p>
<p>D Concern for Welfare Costs</p> <p>The costs incurred following Damage by the police or persons acting under their control in gaining access to the Buildings or Residential Unit as a result of their concern for the welfare of a Resident.</p>	<p>Damage caused by the police in the course of criminal investigations.</p> <p>Any amount in Excess of £5,000 any one loss and £25,000 in the Period of Insurance.</p>
<p>E Contracting Purchasers Interest</p> <p>We agree without prejudice to Our or Your rights and liabilities that if at the time of Damage You have contracted to sell Your interest in any Building Insured by this Section and the purchase has not been but will afterwards be completed the purchaser on completion of the purchase will be entitled to benefit under this Section until completion except in so far as such building is more specifically Insured by or on behalf of the purchaser.</p>	
<p>F Damage to Cables and Underground Services</p> <p>The cost of repair following Accidental Damage for which You are responsible to cables and underground service pipes and drains (and their inspection covers) at the Premises or connecting them to the mains.</p>	<p>The costs of maintenance.</p> <p>Damage caused by:</p> <p>a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear</p> <p>b) normal settlement or shrinkage</p>

- c) faulty workmanship defective design or the use of defective materials

G Debris Removal

The reasonable cost and expenses necessarily incurred with **Our** consent in:

- a) removing debris from the **Premises** and the area immediately adjacent;
- b) dismantling and/or demolishing shoring up or propping of the portion or portions of the **Premises** as a result of **Damage Insured** by this Section.

Any costs and expenses:

- a) arising from **Pollution** or **Contamination** of **Property** not **Insured** by this Section;
- b) more specifically **Insured**;
- c) in relation to **Residents** contents.

Any amount exceeding the sum insured on **Buildings**.

H Debris Removal Residents Contents

The reasonable cost and expenses necessarily incurred with **Our** consent in removing from the **Premises** the debris of **Residents** contents sustaining **Damage** by any of the **Insured Perils**.

Any amount in **Excess** of £2,500 in respect of any one **Residential Unit**.

Any costs and expenses:

- a) in removing debris other than from the **Premises** and the area immediately adjacent;
- b) arising from **Pollution** or **Contamination** of **Property** not **Insured** by this Section;
- c) more specifically **Insured**.

I European Community and Public Authorities (including undamaged Property and sprinklers)

- a) the additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:
 - i. European Community Legislation;
 - ii. **Buildings** or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws.
- b) where **We** require **You** to comply with current LPC Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which:
 - i. conformed to previous LPC Rules;
 - ii. conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this Extension not being increased.

Special Condition applicable to this Extension

If **Our** liability under this Section apart from this Extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in proportion.

Any **Damage** occurring prior to the granting of this Extension.

Any amount in **Excess** of the sum insured on **Property** that has suffered **Damage**.

In respect of undamaged portions and water supply equipment any amount in **Excess** of 15% of the amount **We** would have been liable to pay had the **Property** been wholly destroyed.

Any costs incurred:

- a) in respect of **Damage** not **Insured** by this Section;
- b) associated with an existing requirement which has to be implemented within a given period;
- c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws;
- d) where notice was served upon **You** before the **Damage** occurred.

J Exceptional Measures

The costs **You** incur with **Our** consent in taking reasonable but exceptional measures to avoid or mitigate a valid claim under this Section provided that:

- a) the potential claim could not have been reasonably foreseen;
- b) the terms and conditions of this Section will apply as if **Damage** had occurred.

Any amount in **Excess** of £5,000 any one loss and £25,000 any one **Period of Insurance**.

K Extinguishment and Alarm Resetting Expenses

The reasonable costs incurred by **You** in refilling fire extinguishing appliances replacing used sprinkler heads and having fire burglar alarms and closed-circuit television equipment re-set following **Damage** occurring to the **Building** and an **Insured** peril operating.

L Gardening Equipment

We will indemnify **You** following **Damage** from an **Insured** Peril to **Your** gardening equipment whilst in any locked garage or outbuilding located at the **Premises**.

Theft when entry is not gained or exit made by forcible and violent means.

Any amount in **Excess** of £2,500.

M Glass Breakage

In the event of **Damage** or breakage of **Glass and Sanitary Fittings** for which **You** are responsible at the **Premises** **We** will replace or at **Our** option pay **You** the cost of replacement.

In addition we will pay for:

- a) the reasonable costs of boarding-up following breakage of Glass;
- b) the repair of **Damage** to the frames or framework as result of such breakage of Glass;
- c) the cost of removal or replacement of fixtures and fittings in the course of replacement of Glass;
- d) the cost of replacing lettering or other ornamental work and alarm foil on Glass following breakage up to a maximum of £500 after the deduction of any **Excess**.

Any breakage or **Damage**:

- a) by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon;
- b) occurring during removal installation or transit;
- c) arising out of repairs or alterations being carried out at the **Premises**;
- d) of any item flawed or broken at the commencement of this insurance;
- e) scratching;
- f) in any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**.

N Ground Rent

We will pay up to 2 years ground rent if the **Premises** are rendered temporarily uninhabitable as a result of **Damage Insured** by this Section but only for the period necessary for reinstatement.

Any amount exceeding 20% of the **Buildings** sum insured applying to the **Premises** which have been damaged.

O Landscaped Gardens

We will pay **You** following **Damage** to landscaped gardens caused by emergency services while attending the **Building** as a direct result of **Damage Insured** by this Section.

Any amount in **Excess** of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

P Loss of Metered Water Heating Oil or Gas

The additional metered water heating oil or gas charges incurred by **You** following the loss of metered water or oil

Any amount in **Excess** of £5,000 in respect of any one loss and £25,000 in any **Period of Insurance**.

contained in a fixed installation at the **Premises** following **Insured Damage**.

Any loss which has not been discovered and remedial action taken within 60 days of the occurrence.

Any loss in any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**.

The first £250 of any loss.

Q Removal of Nests

The reasonable costs of removing wasps or bees nests from the **Premises**.

Any amount in **Excess** of £500 in respect of any claim and £5,000 in any **Period of Insurance**.

The costs of removing nests already in the **Buildings** before the inception of this **Policy**.

R Replacement Locks

The cost of replacing external door locks at the **Premises** including external door locks for individual flats following loss of keys by theft from:

Any amount in **Excess** of £2,500 any one loss and £25,000 in any one **Period of Insurance**.

Losses due to non-return of keys.

The first £50 of any loss.

- a) the **Premises**;
- b) **Your Business Premises** or the **Business Premises** of a person authorised by **You**;
- c) the home of any person authorised by **You**;
- d) **Your** custody or that of any person authorised by **You** following violence or threat of violence.

S Resident Associations Funds

We will indemnify the **Residents** Association against loss by any cause in respect of **Money** held by any member(s) of the Management Committee of the **Residents** Association for the benefit of individual Flats and/or Private Dwelling House **Residents** whilst:

Any amount exceeding £1,000 any one loss.

Any loss:

- a) kept in any locked safe or locked drawer of any Flat in the Block of Flats or Private Dwelling House the **Premises**;
- b) whilst in transit within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

- a) due to depreciation shortages errors omissions or **Indirect Loss** of any kind;
- b) arising from theft fraud or dishonesty by any Management Committee Member unless discovered within 14 working days of the loss;
- c) from any unattended vehicle;
- d) by forgery or deception;
- e) but for the existence of this Extension would have been covered by another **Policy**.

T Temporary Removal of Contents

Contents of Communal Parts and/or **Contents of Residential Units Insured** by this Section are covered whilst temporarily removed from or whilst in transit to or from the **Premises** for cleaning renovation repair or similar purposes provided that they remain within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Any amount exceeding 10% of the sum insured for **Contents of Communal Parts** and/or **Contents of Residential Units** stated in the **Schedule** whichever is appropriate for the **Premises** from where they have been removed.

Any **Contents of Communal Parts** and/or **Contents of Residential Units** removed for more than 90 days.

U Trace and Access

The reasonable costs incurred by **You**:

Any amount in **Excess** of £25,000 in any one **Period of Insurance**.

- a) in locating the actual source of the **Damage**;
- and

- b) any repairs directly arising from (a) above.
- caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating

installation provided such **Damage** is **Insured** by this Section.

V Tree Felling and Lopping

The cost of removing or lopping trees which are an immediate threat to the safety of life or **Property**.

Any amount in **Excess** of £500 any one loss and £2,500 any on **Period of Insurance**.

Any Legal or Local Authority costs involved in removing trees.

Any Costs incurred solely to comply with a preservation order.

W Tree Removal

The cost of removing fallen trees or branches from the **Premises**.

Any amount in **Excess** of £500 any one loss and £2,500 any one **Period of Insurance**.

Unless the costs arise from **Damage Insured** by this Section.

X Unauthorised Use of Utilities

The cost of metered electricity gas or water for which **You** are responsible arising from its unauthorised use by persons taking possession and keeping possession or occupying the **Premises** without **Your** authority provided that **You** take all practical steps to terminate such unauthorised use as soon as it is discovered.

Any amount exceeding £5,000 any one loss and £25,000 in any one **Period of Insurance**.

Specific Conditions Applicable to this section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Index Linking

The sum insured by each item is subject to **Index Linking**.

2. Limit of Liability

The maximum amount payable in respect of any one item is the sum insured stated in the **Schedule** for that item plus **Index Linking** except where Optional Cover A Day One Average applies.

3. Basis of Claims Settlement

1. Buildings

Following **Damage** to **Buildings** under this Section by any of the **Insured** Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property Damaged**.

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property Damaged**.

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions:

- a) **Our** liability for the repair or restoration of the **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed;

- b) if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its sum insured at the commencement of any **Damage** **Our** liability will not exceed that proportion of the amount of the **Damage** which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time;
- c) no payment beyond the amount which would have been payable in the absence of this Clause shall be made:
 - i. unless reinstatement commences and proceeds without unreasonable delay;
 - ii. until the cost of reinstatement shall have been actually incurred;
 - iii. if the **Property Insured** at the time of its loss destruction or **Damage** shall be **Insured** by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- d) all the terms and Conditions of the **Policy** shall apply in respect of any claim payable under the provisions of the Clause except in so far as they are varied hereby;
- e) where claims are payable as if Specific Condition 3 had not been incorporated and the sum insured shown on the **Schedule** at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your** own **Insurer** for the difference and bear a rateable share of the loss accordingly.

2. Landlords Contents

Following **Damage** to **Landlords Contents** under this Section by any of the **Insured** Perils **We** will pay **You** the value of the **Property** at the time of the **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

If the sum insured shown on the **Schedule** at the time of the **Damage** is less than the full cost of replacement at current prices then **You** will be regarded as **Your** own **Insurer** for the difference and bear a rateable share of the **Damage** accordingly.

4. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

5. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy** or any **Endorsement**.

6. Excess Aggregation

Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the **Policy** and **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section.

7. Non-Invalidation

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that:

- a) it is without **Your** authority or knowledge or beyond **Your** control;
- b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**;
- c) **You** pay any additional premium.

8. Subrogation Waiver

In the event of a claim arising under this Section **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
 - b) any company which is a subsidiary of a parent company of which **You** are a subsidiary;
- in each case as defined by current legislation.
- c) any **Resident** of the **Premises** unless the **Damage**:
 - i. has been occasioned or contributed to the fraudulent or criminal or malicious act of such **Resident**;
 - ii. has been caused by impact by any road vehicle belonging to or under the control of the **Resident** or his **Employees**;
 - iii. has occurred to parts of the **Premises** not leased or rented by such **Resident** (other than common parts which may be used by all **Residents**).

9. Mortgagees Freeholders and Lessors

The act or neglect of any mortgagor leaseholder lessee or occupier of any **Premises Insured** by this **Policy** whereby the risk is increased without the authority or knowledge of any mortgagee freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided that they notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

10. Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance.

11. Investigating Expenses

Where a **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent **We** will pay the reasonable costs necessarily incurred by **You** with **Our** consent in establishing whether or not such **Damage** has occurred.

12. Felt Roofs

It is a condition precedent to liability that any **Premises** with a felt roof where the mineral felt surface has not been replaced for ten years then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and any necessary works identified should be completed within 60 days of receipt of the report by **You** and evidence of such inspection and any remedial work identified following such inspection should be kept and produced if requested by **Us**.

Where this insurance **Policy** does not commence with **Us** until after 1st October in the first year of insurance **You** must arrange for an inspection within 60 days of the commencement of this insurance with **Us** and immediately carry out any repairs necessary within the same 60-day time period (unless a longer period for completion of the remedial work has been agreed by **Us**).

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Optional Cover

A. Day One Average

Where the Day One Average Clause is shown as operative in the **Schedule** Specific Condition 3 Basis of Claims Settlement 1 **Buildings** is replaced with the following.

Basis of Claims Settlement – Day One Average

1. Buildings

- A. Following **Damage** to **Buildings** under this Section by any of the **Insured** Perils the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property** Damaged.

For this purpose “reinstatement” means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property** Damaged.

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

2. Declared Value

The first and annual premiums are based on the **Declared Value** as stated in the **Schedule**.

Declared Value means:

Your assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with Paragraph (A) at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a) the additional cost of reinstatement to comply with:
 - i. European Union Legislation;
 - ii. Act of Parliament;
 - iii. Bye-Laws of any public authority.

- b) professional fees;
- c) debris removal costs.

The **Declared Value** incorporated in each Item is stated in the **Schedule**.

Special Conditions:

- a) the Declared Value for each subsequent **Period of Insurance** will be adjusted by **Index Linking**;
- b) **Our** liability for the repair or restoration of the **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly destroyed;
- c) if at the time of the **Damage** the **Declared Value** of the **Property** covered by any item is less than the cost of reinstatement (as defined in paragraph B) at the start of the **Period of Insurance** **Our** liability for any **Damage** will not exceed that proportion which the **Declared Value** bears to the sum representing the total cost of reinstating the whole of such **Property** at that time;
- d) no payment beyond the amount which would have been payable in the absence of this Clause shall be made:
 - i. unless reinstatement commences and proceeds without unreasonable delay;
 - ii. until the cost of reinstatement shall have been actually incurred;
 - iii. if the **Property Insured** at the time of its **Damage** shall be **Insured** by any other insurance effected by;
 - iv. **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- e) all the terms and conditions of the **Policy** shall apply:
 - i. in respect of any claim payable under the provisions of this Clause except in so far as they are varied hereby;
 - ii. where claims are payable as if this Clause had not been incorporated.
- f) the maximum we will pay in respect of each separate location subject to this Clause is as stated in the **Schedule**;
- g) where claims are payable as if this Clause had not been incorporated and the sum insured shown on the **Schedule** at the time of the **Damage** is less than the total value of the **Property** then **You** will be regarded as **Your own Insurer** for the difference and bear a rateable share of the loss accordingly.

Section 2 Alternative Residential Accommodation and Loss of Rent

Definitions

Refer to the **Policy** Definitions on pages 3 to 6.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Additional Costs

The additional expenditure necessarily and reasonably incurred with **Our** consent for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** but not for any amount greater than the amount of **Loss of Rent** thereby avoided.

Alternative Residential Accommodation

The reasonable costs incurred by **Residents** with **Our** consent for:

- a) alternative similar comparable **Residential** accommodation;
- b) temporary storage of furniture;
- c) accommodation in kennels or catteries for **Residents** dogs and cats where the alternative accommodation does not permit the keeping of cats and dogs.

during the period whilst the **Premises** or parts of the **Premises** which have been **Damaged** are unfit for habitation or 24 months whichever is the lesser.

Indemnity Period

The **Period** beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which **Rent** is affected as a result of the **Damage**.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Rent

The **Money** including service charges paid or payable to **You** by **Residents** for accommodation provided and services rendered at the **Premises**.

Re-letting Costs

The expenditure necessarily and reasonably incurred with **Our** consent in re-letting the **Premises** including legal fees or other charges incurred solely in consequence of such re-letting for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** but not for any amount greater than the amount of **Loss of Rent** thereby avoided.

What is Covered

In the event of **Damage** to the **Property** at the **Premises** for which **We** have admitted liability under Section 1 of this **Policy** which renders the **Premises** or parts of the **Premises** unfit to live in **We** will pay:

- a) the reasonable costs of **Alternative Residential Accommodation** up to a maximum amount of 20% of the Building sum insured applying to the **Premises** or parts of the **Premises** which have suffered **Damage** for the period whilst they are unfit for habitation or 24 months whichever is the lesser;
- b) the amount of **Loss of Rent**;
- c) the **Additional Costs** and **Re-letting Costs**;

What is not Covered

Any loss more specifically **Insured**

- d) auditors or accountant's charges reasonably incurred for producing and certifying details of a claim under this Section;
- e) legal advisor's charges reasonably incurred but only in respect of determining **Your** contractual rights under any **Rent** cessor clause or insurance break clause contained in the lease.

Less any sum saved during the **Indemnity Period** in respect of charges payable out of **Rent** which cease or are reduced as a result of the **Damage**.

Limit of Liability

The maximum amount payable during any one **Period of Insurance** under (b) (c) (d) and (e) of this Section in respect of any one individual **Premises** will not exceed the sum insured stated against the **Rent** item for those **Premises** in the **Schedule** plus any payment made under the **Rent** Review Extension or any other limit of liability in this Section whichever is the lesser.

Extensions

Cover provided by this Section is extended to include

What is Covered | What is not Covered

A Prevention of Access

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** following an interruption to the **Business** as a result of **Damage** by any of the **Insured** Perils included under Section 1 of this **Policy** to **Property**:

- a) in the vicinity of the **Premises** which prevents or hinders the use of or access to the **Premises**;
- b) at the **Buildings** of **Your** Managing Agents within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Any loss where the prevention or hindrance of access or use is less than 24 hours.

Any amount in **Excess** of £25,000.

B Prevention of Access (non-Damage)

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** following an interruption to the **Business** as a result of access to or use of the **Premises** being hindered or prevented due to the **Premises** or **Property** in the vicinity being:

- a) occupied by terrorists or persons thought to be terrorists;
- b) thought to contain or actually containing a harmful device.

provided that the police authorities are notified immediately.

Any loss:

- a) where the prevention or hindrance of access or use is less than 24 hours;
- b) where the police authorities are not informed immediately;
- c) due to any cause within **Your** control Any amount in **Excess** of £25,000.

C Disease

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** following an interruption to the **Business** as a result of the occurrence of:

- a) Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet

Any costs incurred in cleaning repair replacement recall or checking of **Property** other than those costs incurred with **Our** consent for cleaning and decontaminating the **Property** used by **You** for the purpose of the **Business** (but not any stock in trade).

Any loss arising from those **Premises** that are not directly subject to the occurrence.

Any amount in **Excess** of £25,000.

Fever, Smallpox, Tetanus, Tuberculosis, Typhoid
Fever, Viral Hepatitis, Whooping Cough or Yellow
Fever sustained by any person at the **Premises**
except where the **Premises** is a Private Dwelling;

- b) any discovery of an organism at the **Premises** likely to result in the occurrence of a disease as specified in;
- c) above except where the **Premises** is a Private Dwelling;
- d) **Injury** or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the **Premises**;
- e) vermin or pests at the **Premises**;
- f) an accident which causes defects in the drains or other sanitary arrangements at the **Premises**;
- g) murder or suicide occurring on the **Premises** where the use of the **Premises** is restricted on the order or advice of the competent authority.

D Failure of Public Supply

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** following an interruption to the **Business** as a result of **Damage** by any of the **Insured** Perils included under Section 1 of this **Policy** to **Property** at any:

Where the interruption is less than 24 hours Any amount in Excess of £25,000.

- a) generating station or sub-station of the electricity supply undertaking;
- b) land based **Premises** of the gas supply undertaking or of any natural gas producer linked directly to them;
- c) waterworks or pumping station of the water supply undertaking;
- d) land based **Premises** of the telecommunications undertaking;

from which the **Premises** obtain electricity gas water or telecommunications services.

E Rent Review

Where the **Rent** is subject to a **Rent** review during the **Period of Insurance** the relevant sum insured will be automatically increased to reflect the revised **Rent** earned up to a maximum increase of 100% of the sum insured on **Rent** stated on the **Schedule**.

No additional premium will be charged for this increase in cover during the **Period of Insurance** provided that **You** advise **Us** prior to renewal of the revised **Rent** for the next **Period of Insurance**.

F Sale of Property

If **You** have contracted to or have accepted an offer in writing subject to contract to sell **Your** interest in the **Premises** and the sale is subsequently delayed or cancelled as a direct result of the **Damage** as covered under the **Property Damage** Section of this **Policy** or another material **Damage** insurance arranged on **Your** behalf where liability has been accepted, **We** will pay:

- a) i. interest payable by **You** on capital borrowed which but for the **Damage** would be available

from the proceeds of the sale for investment in the **Business**;

- ii. the additional interest payable by **You** on amounts borrowed at a rate not exceeding 2% above the prevailing Inter Bank Lending rate;
 - iii. the investment interest lost by **You** on any proceeds of the sale after the deduction of any capital borrowed as detailed in (ii) above.
- b) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the **Damage** but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the **Damage** or £50,000 whichever is the lesser.

Provided that every reasonable effort is made by **You** to complete the sale of the **Premises** as soon as practicable after the **Damage**.

The above interest will be calculated from the date of the proposed sale and end on the date of actual sale or expiry of the **Indemnity Period** whichever is the earlier.

The **Maximum Indemnity Period** for this Extension is 6 months.

Specific Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Limit of Liability

The maximum amount payable any one occurrence in respect of any one item is the sum insured stated in the **Schedule** for that item.

2. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

3. Cessation of Trading

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

4. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy** the **Schedule** or any **Endorsement**.

5. First Financial Year

In the event of **Damage** occurring before the expiration of the first financial year of the **Business** the results of the **Business** prior to the date of the **Damage** will be used as a basis upon which to assess what the **Rent** for the first financial year would have been had the **Damage** not occurred.

6. Payment on Account

In the event of **Damage** **We** will if requested by **You** make monthly payments on account during the **Indemnity Period**.

7. Unoccupied Buildings

Where **Rent** is **Insured** in respect of any **Unoccupied Buildings** in the event of **Damage** **You** must show that but for the **Damage** **Rent** would have been earned and **You** will be required to support a claim for **Loss of Rent** by submitting reasonable evidence of the amount of **Rent** and the date from which it would have been earned.

We will have regard:

- a) to actual negotiations with prospective **Residents** both before and after the **Damage**;
- b) for demand for similar accommodation in the locality;
- c) the general level of **Rents** applying.

If required, the advice of a professional valuer acceptable to both **You** and **Us** will be sought and such fees will be included in the indemnity under this clause.

8. VAT

To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section will be exclusive of such tax.

9. Rent Free Period

If at the date of the **Damage** the **Premises** are subject to a **Rent** free **Period** under the terms of the lease then the **Indemnity Period** stated in the **Schedule** will be adjusted by adding the unexpired portion of the **Rent** free period to the number of months shown in the **Schedule** provided that **Our** liability does not exceed the sum insured or any **Limit of Liability** stated in the **Policy** whichever is the lesser.

10. New Developments

Where **Rent** is **Insured** in respect of new **Property** developments in the event of **Damage** **You** must show that but for the **Damage** **Rent** would have been earned and **You** will be required to support a claim for **Loss of Rent** by submitting reasonable evidence of the amount of **Rent** and the date from which it would have been earned.

We will have regard:

- a) to actual negotiations with prospective **Residents** both before and after the **Damage**;
- b) for demand for similar accommodation in the locality;
- c) the general level of **Rents** applying.

If required, the advice of a professional valuer acceptable to both **You** and **Us** will be sought and such fees will be included in the indemnity under this clause.

11. Individual Residential Unit Payment Adjustment

The payment made for each **Residential Unit** may be adjusted according to the percentage contribution made by each **Residential Unit** towards the ground **Rent** and/or total management charges of the **Premises**.

12. Alternative Trading

If during the **Indemnity Period** accommodation is provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or anyone on **Your** behalf the **Money** paid or payable in respect of such accommodation and services shall be brought in to account in arriving at the **Rent** during the **Indemnity Period**.

13. Waiver of Subrogation Rights

In the event of a claim arising under this Section **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary.

in each case as defined by current legislation.

- c) any **Resident** of the **Premises** unless the **Damage**:
 - i. has been occasioned or contributed to the fraudulent or criminal or malicious act of such **Resident**;
 - ii. has been caused by impact by any road vehicle belonging to or under the control of the **Resident** or his **Employees**;
 - iii. has occurred to parts of the **Premises** not leased or **Rented** by such **Resident** (other than common parts which may be used by all **Residents**).

Section 3 - Property Owners Liability

Definitions

Refer to the **Policy** Definitions on pages 3 to 6.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Asbestos

Asbestos, **Asbestos** fibres or any derivatives of **Asbestos**.

Compensation

Damages including interest.

Costs and Expenses

- a) **Costs and Expenses** of claimants for which **You** are legally liable;
- b) **Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section;
- c) fees incurred with **Our** written consent for:
 - i. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death.

In connection with any event which is or may be the subject of indemnity under this Section.

Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
- b) elsewhere in the world other than **Offshore** for visits in the connection with the **Business** undertaken by **You** or any **Employee** normally **Resident** in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the performance of non-manual work.

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** as a result of accidental:

- a) **Injury** to any person;
- b) **Damage** to material **Property**;
- c) obstruction trespass nuisance or interference with any right of way air or light or water or other easement;
- d) wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an **Employee**).

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in the course of the **Business**.

Limit of Liability

Our liability under this Section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in the **Schedule** other than in respect of **Goods Supplied** and **Pollution and Contamination** where the amount stated in the **Schedule** will be the maximum amount payable in respect of all claims occurring during any one **Period of Insurance**.

What is not Covered

The amount of **Excess** shown in the **Schedule**

Any liquidated Damages fines or penalties

Any punitive exemplary aggravated or restitutionary Damages or any additional Damages resulting from the multiplication of compensatory Damages or other non-compensatory Damages

Any liability which is **Insured** by or would but for the existence of this Section be **Insured** by any other **Policy**.

Any liability imposed on **You** by reasons of the terms of any contract conditions (except as provided by Extension E).

Any liability in respect of:

- a) **Injury** to any **Employee** or partner or proprietor arising out of and in the course of employment by **You** in the **Business**;
- b) loss of or **Damage** to any **Property**:
 - i. owned loaned leased hired or **Rented** to **You**;
 - ii. held in trust by **You** or held in **Your** custody or control or that of any **Employee** or any other party who is carrying out work on **Your** behalf.
- c) the ownership possession or use by **You** or on **Your** behalf of:

- i. any craft designed to travel in on or through water air or space other than hand propelled watercraft less than 8 metres in length;
 - ii. any mechanically propelled vehicle (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required under road traffic legislation other than in respect of the loading or unloading of such vehicle provided there is no more specific insurance in force.
 - d) the ownership possession or use by **You** of:
 - i. any **Buildings** not **Insured** under Section 1 of this **Policy**;
 - ii. any land.

unless otherwise stated in the **Schedule**.
 - e) the ownership or operation of any aircraft landing or airside facility;
 - f) **Your** occupation of any of the **Premises**;
 - g) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
 - h) any work in connection with:
 - i. excavation site clearance construction erection structural extension alteration or demolition;
 - ii. the operation of a sling or cradle.
 - i) work in or on or in connection with and/or **Goods Supplied** to any **Offshore** location;
 - j) **Injury** or **Damage** arising from or caused by any professional negligence wrongful or inadequate treatment examination prescription or advice by **You** or anyone acting on **Your** behalf for a fee;
 - k) **Injury** or **Damage** to **Property** arising from incidents involving any dog described in Section 1 of the Dangerous Dogs Act 1991;
 - l) the exposure to inhalation or fears of the consequences of exposure to or inhalation of the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any **Property** arising out of the presence of **Asbestos** including any product containing **Asbestos**;
 - m) **Pollution or Contamination** other than 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**;
- All **Pollution and Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place;
- n) **Damage** to any **Property**:
 - i. comprising the permanent or temporary works undertaken by **You** in the course of any contract or agreement and which is under **Your** control or for which **You** are responsible;
 - ii. against which **You** are required to effect insurance by reason of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

- o) any costs in rectifying or replacing defective work;
- p) **Injury or Damage to Property** arising from **Goods Supplied** other than:
 - i. the sale or supply of food and drink;
 - ii. the disposal of furniture and furnishings previously used in the course of the **Business**.
- q) any costs incurred in recalling or making refunds in respect of any **Goods Supplied**;
- r) **Damage** to any **Goods Supplied** if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof;
- s) **Damage** to or the costs of or arising from the need for making good removal repair rectification replacement recall or making refunds in respect of any **Goods Supplied**.

Extensions

What is Covered

What is not Covered

A Additional Persons Insured

We will extend the indemnity under this Section to include:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) at **Your** request:
 - i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
 - ii. any of **Your** Directors or **Employees** in respect of liability arising in connection with the **Business**.

Provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**:

- i. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such;
- ii. any Director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such Director or senior official.

Provided that:

- a) such persons are not entitled to indemnity under any other **Policy** covering such liability;
- b) each person will as though they were **You** observe fulfill and be subject to the terms of this **Policy** insofar as they can apply;
- c) **We** shall retain the sole conduct and control of all claims;
- d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** and

Costs and Expenses will not exceed the amount stated in this Section of the **Schedule**.

B Cross Liabilities

If there is more than one **Insured** specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each provided that **Our** total liability does not exceed the **Limit of Liability** stated in this Section of the **Schedule**.

C Defective Premises Act

We will indemnify **You** in respect of **Injury** or loss or **Damage** to **Property** which **You** may incur as owner by virtue of the Defective **Premises** Act 1972 or the Defective **Premises** (Northern Ireland) Order 1975 in connection with any **Premises** which have been disposed of by **You** and which prior to disposal were occupied by **You** in connection with the **Business**.

Any liability for which **You** are in entitled to indemnity under any other **Policy** of insurance.

Injury or loss or **Damage** happening prior to the disposal of the **Premises**.

The cost of repairing replacing or reinstating any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship.

D Contractual Liability

We will indemnify **You** in respect of liability which is imposed on **You** by reason of the terms of any contract conditions or agreement which would not otherwise have attached in the absence of such contract condition or agreement provided that the conduct and control of any claim is vested in **Us**.

Liquidated Damages fines or penalties.

Any liability which arises from any **Goods Supplied** where such liability has been accepted by contract or agreement.

Arising from any contract or agreement which involves work outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

For **Damage** to **Property** caused by those risks against which **You** are required to effect insurance by reason of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.

E Health and Safety at Work

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the Great Britain Northern Ireland the Isle of Man or the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us** In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this clause.

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**.

F Consumer Protection and Food Safety Acts - Legal Defence Costs

We will indemnify You in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Consumer Protection and Food Safety legislation enacted within Great Britain Northern Ireland the Isle of Man or the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against You for **Compensation** covered by this Section.

You must obtain Our prior consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

In addition, We will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn We will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum We will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or awards of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by You.

G Damage to Leased or Rented Premises

We will indemnify You in respect of **Damage** to the **Premises** (including fixtures and fittings) for which You are legally liable within Great Britain Northern Ireland the Isle of Man or the Channel Islands which are leased hired or **Rented** by You in connection with the **Business**.

Such **Damage** if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement.

Such **Damage** which the tenancy or other agreement specifies that insurance is taken out by You or on Your behalf.

The first £250 of any claim other than where the cause is **Fire or Explosion**.

H Payment for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide **Compensation** to You at the following rates per day for each day on which attendance is required:

- a) any Director or Partner of the **Insured**
£25
0
- b) any **Employee**
£15
0

I Personal Belongings

We will indemnify You in respect of **Damage** to clothing and personal effects belonging to **Employees** or callers for which You are legally liable in connection with the **Business** during the **Period of Insurance**.

Clothing and personal effects:

- a) being worked on or held for the purposes of being worked on;
- b) being stored by You for a fee or other consideration;

- c) loaned leased hired or **Rented to You**.

J Data Protection Regulations

We will indemnify **You** and at **Your** request any Director or **Employee** in respect of the sums which **You** or any Director or **Employee** become legally liable to pay as **Compensation** under the **Data Protection Regulations** for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are:

- a) a registered user in accordance with the terms of the Act;
- b) not in **Business** as a computer bureau.

Our maximum liability including all cost and expenses under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000.

For the purposes of this Extension the phrases or words **Data Processor** and **Data** shall carry the same meaning as defined under the **Data Protection Regulations**.

Any liability in respect of:

- a) any **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- b) any **Damage** or distress caused by any act of fraud or dishonesty;
- c) the **Costs and Expenses** of rectifying rewriting or erasing.

Data:

- a) liability arising from the recording processing or provision of **Data** for reward or to determine the financial status of any person;
- b) any fines or penalties.

Liability arising as a result of the provision by **You** of the services of a **Data Processor**.

K Overseas Personal Liability

We will indemnify **You** and at **Your** request any Director Partner or **Employee** of **Yours** or any family member accompanying them in respect of legal liability incurred in a personal capacity arising out of:

- a) accidental **Injury** to any person;
- b) **Damage** to material **Property**.

Occuring during the **Period of Insurance** whilst such persons are temporarily outside Great Britain Northern Ireland the Isle of Man or the Channel Islands in connection with the **Business**.

Provided that:

- a) the conduct and control of all claims is vested in **Us**;
- b) any person entitled to indemnity under this Extension complies with and is subject to Terms Conditions and Exclusions of the **Policy** in so far as they can apply;
- c) **Our** liability under this extension in respect of any one event.

Any liability arising from or out of:

- a) the ownership occupation or tenure of any land or building;
- b) the carrying on of any trade **Business** or profession;
- c) the ownership possession or use of animals (other than pet domestic animals) firearms (other than sporting guns) mechanically propelled vehicles and anything attached to them aircraft hovercraft or watercraft;
- d) the existence of contract or any agreement unless liability would have existed otherwise;
- e) **Property** held in trust;
- f) **Injury to You** or any Director partner or **Employee** or any family member accompanying them.

Any liability where indemnity is provided by any other **Policy**.

L Indemnity to Individual Owners

We will at **Your** request indemnify the **Resident** of any **Residential Unit** against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Any liability of the **Resident** arising as occupier of any **Residential Unit**.

M Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is

Any fines penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other Insurance.

also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

The **Costs and Expenses** of any investigation or Prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Discharge of Liability

We may pay the limit of liability or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment.

2. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy**

3. Limit of Liability (United States of America and Canada)

In respect of any claims against **You** made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world **Our** liability in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated in the **Schedule**.

Section 4 - Employers Liability

This Section only applies if shown as **Insured** in the **Schedule**.

Definitions

Also refer to the **Policy** Definitions on pages 4 to 7.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Compensation

Damages including interest.

Costs and Expenses

- a) **Costs and Expenses** of claimants for which **You** are legally liable.
- b) **Costs and Expenses** incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Fees incurred with **Our** written consent for:
 - i. defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a Coroners Court or Fatal Accident Inquiry in respect of any death.

In connection with any event which is or may be the subject of indemnity under this Section.

Territorial Limits

- a) Great Britain Northern Ireland the Isle of Man and the Channel Islands.
- b) Elsewhere in the world other than **Offshore** for visits in the connection with the **Business** undertaken by **You** or any **Employee** normally **Resident** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in respect of the performance of non-manual work.

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment by **You** in the course of the **Business**.

Limit of Liability

Our liability under this Section for **Compensation** and **Costs and Expenses** payable in respect of any one event will not exceed the amount stated in this Section of the **Schedule**.

What is not Covered

Any liability arising out of:

- a) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
- b) being on working on or travelling to or from any **Offshore** location.

Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland 1993) or any other compulsory Road Traffic Act Legislation.

Extensions

What is Covered What is not Covered

A Payment for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide **Compensation** to **You** at the following rates per day for each day on which attendance is required:

- a) any Director or partner of the **Insured**
£25
0
- b) any **Employee**
£15
0

Any liability arising out of:

- a) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
- b) being on working on or travelling to or from any **Offshore** location.

Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland 1993) or any other compulsory Road Traffic Act Legislation.

B Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury**. Provided that:

- a) such **Injury** is sustained whilst working in connection with the **Business** caused during the **Period of Insurance** and within the **Territorial Limits**;
- b) liability for such **Injury** is caused by another working partner proprietor or **Employee**;
- c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**.

C Health and Safety

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this clause.

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**.

D Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such Damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for **Compensation** is obtained in a court of law within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands against a company partnership or individual other than **You** conducting **Business** at or from **Premises** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) there is no appeal outstanding;
- c) this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**.

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

E Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) at **Your** request:
 - i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
 - ii. any Director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**.

Provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**:

- i. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such;
- ii. any Director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such Director or senior official.

Provided that:

- a) such persons are not entitled to indemnity under any other **Policy** covering such liability;
- b) each person will as though they were **You** observe fulfill and be subject to the terms of this **Policy** insofar as they can apply;

- c) **We** shall retain the sole conduct and control of all claims;
- d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of and **Compensation** and **Costs and Expenses** will not exceed the amount stated in this Section of the **Schedule**.

F Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Discharge of Liability

We may pay **You** the **Limit of Liability** or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the **Limit of Liability**.

2. Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

3. Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations 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.

Section 5 – Commercial Legal Expenses

This Full Cover Extension is only operative if shown as Insured on the Schedule

This Section is administered by ARAG plc on behalf of the **Insurer** AmTrust Europe Limited. The **Insurer's** liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other **Insurers** proportion or in respect of any other Section of this **Policy**.

ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England 02585818.

ARAG plc is authorised and regulated by the Financial Conduct Authority.

Following an insured event the **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B. – Employment Compensation Awards) up to the limit of indemnity and aggregate limit specified in **Your Policy** for all claims related by time or originating cause subject to all of the following requirements being met:

- a) the insured event arises in connection with the **Business** and occurs within the **Territorial Limits**;
- b) the claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to us:
 - during the **Period of Insurance**;
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:
 - i. to be heard by the **Small Claims Court** or an Employment Tribunal; and/or
 - ii. before proceedings have been or need to be issued.
- d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limits**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this Section will apply.

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- b) in civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee's** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under insured event 9 – Crisis Communication.

Insured

The person(s) named in the schedule and/or any person or business appointed as their agent to manage the letting of the named person's **Property** to the extent that any such agent has acted on behalf of the person named in the schedule.

Insurer

AmTrust Europe Limited.

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking **damages** or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.
- d) where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the this Section of the **Policy** applies.

Territorial Limits

For insured events 4 – Legal Defence, 5 and 10 – contract and Debt Recovery the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

For all other **Insured** Events the United Kingdom of Great Britain and Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, AmTrust Europe Limited.

You, Your

The person(s) named in the **Schedule** and/or any person or business appointed as their agent to manage the letting of the named person's **Property** to the extent that any such agent has acted on behalf of the person named in the **Schedule**.

Cover

Following an insured event, the **Insurer** will pay **Costs and Expenses** up to £50,000 for all claims related by time or originating cause subject to all of the following requirements being met:

- a) You keep to the terms of this policy and cooperate fully with us
- b) **Your** claim:
 - iii. always has **Reasonable Prospects of Success**;
 - iv. is reported to **Us**:
 - during the **Period of Insurance**;
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
 - within 30 days of rent first becoming overdue if **your** claim concerns rent arrears
- c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:
 - iii. falling under the jurisdiction of the small claims court and/or
 - iv. before proceedings have been or need to be issued.
- d) any dispute will be dealt with by a court

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

1. Residential Property Owners Protection (Property Repossession Cover)

What is Covered

What is not Covered

A Repossession

Cover to pursue **Your** legal rights to repossess **Your Property** that **You** have let under a **Tenancy Agreement** provided **You** :

- a) have demanded rent in writing from **Your** tenant as soon as it is overdue and can provide evidence of this;
- b) have given the tenant the correct notices for the repossession of **Your Property**;
- c) are seeking a right of repossession where the court MUST find that the named ground of possession applies.
 - i. Schedule 2, Parts 1 and 2 (grounds 1 to 16); or
 - ii. Schedule 5, Part 1 (grounds 1 to 16); or
 - iii. Part 1, Section 21; or
 - iv. Part 2, Section 33.

where **you** have a licence agreement for **your property you** will be seeking to invoke the termination clause or

- d) where **You** have a license agreement for **Your Property You** will be seeking to invoke the termination clause.

B Accommodation and Storage Costs

- a) **Your** accommodation costs while **You** are unable to get possession of **Your Property**.
- b) **Your** storage costs to store **Your** personal possessions while **You** are unable to reoccupy **Your Property**;

provided that:

- a) possession is sought because **You** wish to live at **Your Property**; and
- c) **You** book and pay for accommodation and storage with **Our** consent and seek reimbursement of the agreed costs from **Us**

- a) accommodation costs exceeding £175 per day up to a maximum of £5,250 in total.

- b) storage costs exceeding £50 for each complete week up to maximum of £300 in total.

C Prosecution Defence

A prosecution against **You** that arises from **You** letting out **Your Property**.

D Recovery of Rent Arrears

Pursuit of **Your** legal right to recover rent due under a **Tenancy Agreement** for **Your Property**.

General Conditions applicable to Section 5 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. An Insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.
- c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer**.
- d) keep **Costs and Expenses** as low as possible.

B. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within the **Policy** shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation. This **Policy** will be governed by English law.

C. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Claims Conditions C – Arbitration.

D. Consent

The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.

E. Freedom to choose an Appointed Advisor

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) if:
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured**, or
 - ii. there is a conflict of interest
 - iii. the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.
- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- d) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.

F. Settlement

- a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

General Exclusions applicable to Section 5 Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- a) **Costs and Expenses** or compensation awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation or prosecution against **you** involving:
 - a. assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration
 - b. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- d) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)
- e) a **property** which is or should have been registered as a House of Multiple Occupation
- f) a judicial review;
- g) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Condition C – Arbitration a managing agent or the party who sold you this **Policy**.

General Policy Conditions

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Each Section of the **Policy** has Conditions and they must be read in conjunction with the following General **Policy** Conditions.

A. This **Policy** shall be avoided if:

- a) **Your** interest ceases other than by death;
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued;
at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

B. Alteration of Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have canceled the **Policy** had **You** told **Us** of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and / or
- c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

C. Cancellation

Cancellation of your insurance

Cancellation by You within the first 14 days

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel, this **Policy** within the first 14 days. The 14 day **Period** starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this contract of insurance whichever is the later. When **We** have received notice of decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

Cancellation by You at any other time

You may cancel this **Policy** at any other time after this 14 day period by writing to **Us**. If **You** have not made a claim, **We** will return any premium **You** have paid for any **Period of Insurance** left. **We** will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

Cancellation by Us

We are not bound to accept any renewal of this **Policy**.

Where there is a valid reason for doing so **We** may cancel this **Policy** by sending **You** 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to **Your** correspondence address shown in the **Schedule**.

Valid reasons for cancellation may include but are not limited to:

- ❖ where **We** have been unable to collect a premium payment. In this case **We** will contact **You** in writing requesting payment by a specific date. If **We** do not receive payment by this date **We** will write to **You** again notifying **You** that payment has not been received and giving **You** 14 days' notice of a final date for payment. This letter will also notify **You** that if payment is not received by this date

Your Policy will be cancelled. If payment is not received by that date, **We** will cancel **Your Policy** from the date **Your** last instalment was due;

- ❖ where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us** or send **Us** information or documentation and **You** fail to do so in a way that affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and **We** will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the 14-day cancellation notice period;
- ❖ where there is a failure by **You** to exercise the duty of care regarding **Your Property** as required by the paragraph headed 'Reasonable Precautions' in the General conditions section of this **Policy** document;
- ❖ where **We** reasonably suspect fraud.

When **Your** premiums are paid by the instalment plan

If the **Policy** is cancelled by **Us** or by **You**:

- a) any outstanding balance of **Your** loan and any additional charges levied by the finance provider in accordance with the terms and conditions of **Your** credit agreement will be deducted from any return of premium due to **You**;
- b) **You** will become liable for the difference if the return premium is less than the balance due to the loan provider **We** will return any premium **You** have paid for any **Period of Insurance** left. However, **We** will not return any premium if the amount is less than £25 excluding Insurance Premium Tax (IPT).

D. Contracts (Rights of Third Parties) Act 1999

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

E. Fair Presentation of Risk

You have a duty to make a fair presentation of the risk which **You** wish to insure. This duty applies prior to the start of **Your Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of this **Policy** If **You** do not comply with this condition then:

- a) if the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make **Your Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premiums; or
- b) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation then **We** can elect to make **Your Policy** void and return **Your** premium; or
- c) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** using the following formula. **We** will divide the premium actually charged by the premium **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii. treat **Your Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- d) Where **We** elect to make **Your Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

F. Fire Extinguishing Appliances

It is a condition of this **Policy** that **You** ensure that any fire extinguishing appliances kept at the **Premises** are maintained in efficient working order.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

G. Identification

The **Policy Schedule** and any **Endorsements** will be read as one document.

A particular word or phrase which is not defined will have its ordinary meaning.

H. Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage **Property** lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

I. Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this **Policy** will be conditions precedent to **Our** liability to make any payment under this **Policy**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

J. Reasonable Precautions

You must:

- a) maintain the **Premises** in a satisfactory state of repair;
- b) take all reasonable precautions to prevent:
 - i. **Damage** to the **Property Insured**;
 - ii. **Injury** to any person or **Damage** to their **Property**.
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- d) exercise care in the selection and supervision of **Employees**;
- e) comply with all relevant legal requirements safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner;
- f) keep books with a complete record of purchase and sales.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

K. Security

It is a condition precedent to **Our** liability that all devices for the protection of the **Premises** must be kept in good working order. If **You** do not comply with this condition **We** will not pay **Your** claim.

L. Unoccupancy

It is a condition precedent to **Our** liability that when any **Premises** or portion thereof becomes **Unoccupied**

- a) **You** must give immediate notice in writing to **Us** of such **Unoccupancy** and when any **Premises** or portion thereof becomes re-occupied
- b) **Your** or **You** authorised representative will:
 - i. ensure all the main services are turned off or disconnected (except the electricity supply to maintain any fire or intruder alarm system); or
 - ii. as an alternative to b) i. above leave the main services turned on to keep the central heating system working at a minimum temperature of 5 degrees during the period 1st October to 1st April each year always provided that outside this period condition i. will apply
 - iii. carry out a thorough inspection of the **Premises** on at least a weekly basis and carry out immediately any work necessary to maintain the security of the **Premises**
 - iv. remove all refuse and waste materials from the **Premises** following such inspection
 - v. maintain a written record of such inspections
 - vi. ensure the **Premises** are secured against unlawful entry

General Policy Exclusions

The following General **Policy** Exclusions apply to all Sections of the **Policy** and all Clauses Extensions and **Endorsements** unless otherwise stated **We** will not be liable for any claim in respect of:

A. Computer Virus Hacking or Denial of Service Attack

Damage arising directly or indirectly from or in connection with or consisting of:

- a) any partial or complete reduction in the performance availability functionality or the ability to recognise or process any date or time of any **Computer or Electronic Equipment** electronic means of communication web site; or
- b) physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **Damage to Data** of whatsoever nature in whole or in part including but not limited to loss of **Data** resulting from **Damage** whether tangible or intangible to **Computer or Electronic Equipment or Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not.

resulting directly or indirectly from or in connection with **Virus or Similar Mechanism Hacking** and/or **Denial of Service Attack**.

But this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage is Insured** by the Section.

For the purpose of this Exclusion:

Computer or Electronic Equipment will mean:

All computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment **Data** processing equipment information repository telecommunications and networking equipment computer controlled or programmed machinery equipment capable of processing **Data** and/or similar devices whether physically or remotely connected thereto.

Data Storage Materials will mean:

Any materials or devices used for the storage or representation of **Data** including but not limited to disks tapes CD-ROMs DVDs memory sticks memory cards or other materials or device which may or may not also constitute **Computer or Electronic Equipment**.

B. Date Recognition

Any claim directly or indirectly caused by or consisting of or arising from the failure or inability of any:

- a) computer **Data** processing equipment electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program telecommunication equipment or systems or any similar device;
- b) media or systems used in connection with anything referred to in (a) above.

whether **Your Property** or not and whether occurring before during or after the year 2000 to:

- a) correctly recognise any date as its true calendar date;
- b) capture save or retain and/or correctly manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) capture save or retain and/or correctly process any **Data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of **Data** or the inability to capture save retain or correctly to process such **Data** on or after any date.

but this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage is Insured** by the Section.

This Exclusion is not applicable to Section 4 Employers Liability.

C. Electrical Plant

Damage to any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property Insured** hereby such **Damage** is not excluded by the **Policy**

D. Loss of Data

Damage arising directly or indirectly from or in connection with or consisting of physical or electronic or other loss or destruction or alteration or loss of use whether permanent or temporary of or **Damage to Data** of whatsoever nature in whole or in part including but not limited to loss of **Data** resulting from **Damage** whether tangible or intangible to **Computer or Electronic Equipment** or **Data Storage Materials** including while stored on **Data Storage Materials** whether **Your Property** or not but this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section.

For the purpose of this Exclusion

Computer or Electronic Equipment will mean:

All computers computer installations and systems microchips integrated circuits microprocessors embedded systems hardware and any electronic equipment **Data** processing equipment information repository telecommunications and networking equipment computer controlled or programmed machinery equipment capable of processing **Data** and/or similar devices whether physically or remotely connected thereto.

Data Storage Materials will mean:

Any materials or devices used for the storage or representation of **Data** including but not limited to disks tapes CD-ROMs DVDs memory sticks memory cards or other materials or device which may or may not also constitute **Computer or Electronic Equipment**.

E. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons;
- b) **Terrorism** as defined in Exclusion D Terrorism.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** loss experience or **Indirect Loss** is covered will be upon **You**.

F. Pollution and Contamination (Applicable to Sections 1 and 2)

Damage or costs of **Alternative Residential Accommodation** and **Loss of Rent** caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property Insured** caused by:

- a) **Pollution** or **Contamination** which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the Section;
- b) any of the contingencies in (a) above which itself results from **Pollution** or **Contamination**.

G. Pressure Waves

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

H. Radioactive Contamination and Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any consequential loss or legal liability of whatsoever nature 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.

I. Terrorism

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **Terrorism**;
- b) any action taken in controlling preventing suppressing or in any way relating to **Terrorism**.

except as stated in the following **Liability Provision**.

For the purpose of this Exclusion and the **Liability Provision**:

Terrorism shall mean:

Any act or acts (including but not limited to the use or threat of force and/or violence and/or harm or **Damage** to life or to **Property**) of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Liability Provision

Subject otherwise to the terms Definitions Exclusions provisions and Conditions of this **Policy**:

- a) **We** will indemnify **You** under Section 4 Employers Liability provided that in respect of any one event or all events of a series consequent on one original cause **Our** liability in respect of all legal liability **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism** will not exceed £5,000,000;
- b) **We** will indemnify **You** under Section 3 **Property** Owners Liability against legal liability **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism** provided that **Our** liability for all **Compensation Costs and Expenses** will not exceed:
 - i. in respect of or arising out of any one event or all events of a series consequent on one original cause and all **Insured** events occurring in any one **Period of Insurance** £2,000,000 or the amount of the **Property** Owners Liability Limit of Liability stated in the **Schedule** whichever is the lower;
 - ii. in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred in any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the **Property** Owners Liability Limit of Liability stated in the **Schedule** whichever is the lower.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense, or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** loss or **Indirect Loss** is covered will be upon **You**.

J. Sanctions

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any **Business** or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation.

K. War and Government Action

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **War**;
- b) **Government Action**.

For the purpose of this Exclusion:

War shall mean:

War invasion acts of foreign enemy's hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action shall mean:

martial law confiscation nationalisation requisition seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

L. Water Table

Any **Damage** attributable solely to a change in the **Water Table** level.

M. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**;
- b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

- a) refuse to pay the claim;
- b) declare the **Policy** void from the date of the fraud without any refund of premium; and
- c) recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the Police of the circumstances.

N. Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above.

This exclusion shall not apply in relation to Section 3 (Property Owners Liability) or Section 4 (Employer's Liability)

Claims Conditions

A. Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i. 30 days of **Your** becoming aware of the event or occurrence; or
 - ii. 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons.provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim.
- b) notify the police immediately of **Damage** caused by malicious persons or thieves;
- c) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**;
- f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- g) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter.

B. Our Control of Claims

We will be entitled:

- a) on the happening of any **Damage** to the **Property Insured** to enter take and keep possession of the building where **Damage** has happened and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose;
- b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover **Compensation** or secure indemnity from any third party in respect of any event **Insured** by this **Policy** and **You** will give all information and assistance as **We** may reasonably require;
- c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**;
- d) at **Our** option to either:
 - i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**;
 - or
 - ii. make payment in **Money** to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**.

C. Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**.

D. Contribution

Applicable to Section 3 **Property** Owners Liability and Section 4 Employers Liability:

- a) if the insurance provided by these Sections is also covered by another **Policy** (or would be but for the existence of these Sections) **We** will only indemnify **You** in respect of any **Excess** beyond the amount which would be payable under such other insurance had these Sections not been affected.

Applicable to all other Sections **Insured** by this **Policy**:

- a) where **Damage** or liability covered by the **Policy** is also covered by another **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average;
- c) if the **Property Insured** covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment **We** make will be limited to the proportion of **Damage** as the sum insured bears to the value of the **Property**.

E. Discharge of Liability

We may pay the Limit of Liability or the sum insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

F. Subrogation

Any claimant under this **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**.