



property
protector

Property Owners Select

Policy Wording

Underwritten by
Ageas Insurance Limited

Helpline Services

You are automatically entitled to the following helpline services under this policy. To help us to check and improve our service standards, calls are recorded.

Business Legal Advice – 0345 122 8931

This helpline is available 24 hours per day, seven days a week to provide confidential legal advice on business-related legal problems within the laws of the countries of England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

UK Tax Advice – 0345 122 8931

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide confidential advice over the phone on any tax matters affecting your business within England, Scotland, Wales and Northern Ireland.

Redundancy Assistance – 0345 322 0176

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide specialist advice if you are planning redundancies within your business. This service offers document review and telephone or written advice and will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. If you opt to use this service a charge will be payable by you.

Crisis Communication – 0345 322 0175

This helpline is available 24 hours per day, seven days a week to provide help in responding to negative publicity or media attention which could affect your business. In advance of any actual adverse publicity, where possible, experts will provide initial advice for you to act upon. If your circumstances require professional work to be carried out at the time, we can help on a consultancy basis subject to you paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Sub-Section B – Business Legal Guard, Cover 11 – Crisis Communication (if the Legal Expenses Section is shown on the schedule) when you use this helpline.

Identity Theft Advice and Resolution Service – 0345 322 0177

This helpline is available between 8am and 8pm, seven days a week to you and the directors, partners and executive officers of your business to help keep your and their personal identities secure. Where identity theft is suspected, specialist caseworkers can help to restore UK credit ratings and correspond with card issuers, banks or other parties located in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man. Identity theft expenses are insured under Sub-Section B – Business Legal Guard, Cover 10 – Executive Suite (if the Legal Expenses Section is shown on the schedule) when you use this helpline.

Business Emergency Assistance – 0345 122 8935

This helpline is available 24 hours per day, seven days a week to arrange help straight away if an unforeseen emergency causes damage to the premises or creates a health and safety hazard. We will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility, although if the damage is insured you will be able to make a claim for repair of the damage.

Confidential Counselling – 0345 122 8934

This helpline is available 24 hours per day, seven days a week for employees (including spouses, domestic or civil partners, relatives and dependants permanently living with them) who are suffering from emotional upset or feeling worried or anxious about a personal or work-related problem. Qualified counsellors will provide free confidential support and advice. Due to their sensitive nature counselling calls are not recorded.

Legal Services Website

Register today at www.araglegal.co.uk and enter the voucher code shown below:

For landlord documents, use ARAG569LAN

For business legal services, use ARAG1821BIZ

On registration you will be able to create a password to download legal documents that can assist you with the day to day issues that affect your business. Once you have registered you can access the website at any time to create and securely store your legal documents. Most legal documents are free for you to download but some are subject to you paying a fee.

Please do not use these helpline service numbers to report a claim

These helpline services are provided on our behalf but not by us. We take no responsibility for the advice given or assistance given or for the failure of the helplines which may result from an exceptional event that is beyond the control of us and the helpline service provider.

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Adding clarity to your policy

Some of the words in this policy wording have a specific meaning. Our definition for words that appear in bold can be found on page 9.

Property Owners Select Policy

Thank **you** for choosing Ageas Insurance Limited as **your** insurer. **Your** Property Owners Select **policy** has been arranged for **you** by Property Protector.

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** as shown on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

Adding clarity to your policy

Some of the words in this policy wording have a specific meaning. Our definition for words that appear in bold can be found on page 9.

Important Notice

A fair presentation of all material facts and circumstances must be made to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

Some examples of facts and circumstances which are material to **us** are shown below:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership, limited partnership, limited company, trusteeship, committee, executors or charity, residents' management company, residents' association as appropriate
- **Business premises** – construction type, nature of occupancy and also the rebuilding or replacement values applicable to the **property**
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact. If there is any doubt or clarification is required of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not pay for the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid loss or damage.

You should also take all reasonable care to prevent accidents or **injury**. In particular **you** should:

- keep all work equipment and **premises** in good and safe condition
- exercise care in the selection and management of **employees**
- comply with all statutory obligations and regulations imposed by any authority.

How to make a claim

All claims reported under the Legal Expenses Section of **your policy** will be handled by **our** claims administrator who is:

ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN

Claims Procedure

If **you** need to make a claim under this section **you** can request a claim form between 9am and 5pm, Monday to Friday (except bank holidays) by telephoning **our** claims administrator on **0345 122 8930**. The completed claim form and supporting documentation should be returned to **our** claims administrator. Further details are set out in the claim form itself.

You will be sent written acknowledgement within one working day of **your** claim form being received.

Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will write to **you** either:

- confirming cover under the terms of **your policy** and advising **you** of the next steps to progress **your** claim, or
- if the claim is not covered, explaining in full why and whether **we** can assist in another way.

When a representative is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Sometimes matters cannot always be resolved quickly, particularly if the other side is slow to co-operate or a legal timetable is decided by the courts.

Do

- Notify **our** claims administrator as soon as possible of **your** claim
- Where **you** have a dispute with a tenant of the **insured property**, **you** must notify **us** within 60 days of first becoming aware of the dispute
- If **your** claim relates to rent arrears, **you** must have correctly issued the necessary notices informing **your** tenant of **your** intention to repossess the **insured property**.

Don't

- Instruct **your** own lawyer or accountant as **we** will not pay any costs incurred without **our** agreement.
- Negotiate, settle a claim or agree to pay **legal costs** without **our** written agreement.

A claim is only considered to be reported to **us** when **we** have received **your** fully completed claim form.

For all other claims please contact **our** commercial claims department on **0345 415 0495**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templar Way
Eastleigh
Hampshire
SO53 3YA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

Do

- have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the **schedule**.
- report any incidence of theft or attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out. If **you** do not have **your** own contractor, **you** can call **our** Business Emergency Assistance helpline – please refer to page 2 for details.
- notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft.
- ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged.
- send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- report any **injury** to an **employee** to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate or provide advice to **you**.

Don't

- dispose of any evidence or damaged items – **we** may wish to see them.
- wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.

- admit or deny responsibility for any incident involving **injury** to others or **damage** to third party **property**.

Replacement service

We have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for payment of any applicable **excess**. **You** will be responsible for the payment of the Value Added Tax (VAT) element if **you** are VAT registered. **You** will be invoiced accordingly.

What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence.
- any available photographs, taken before and after the event, showing the **property** would be useful.

If **you** are not using **our** replacement service, **we** will also need:

- at least two estimates for the replacement of lost, damaged or stolen items
- if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

For some types of claim, **we** may require evidence of compliance with policy conditions attaching to the cover provided.

How to make a complaint

Should there ever be an occasion where **you** need to complain, **we** will deal with this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can.

If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your agent** to report **your** complaint.

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can also write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/make-a-complaint (please include **your** policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

You can find out more about how to complain to the Ombudsman online at www.financial-ombudsman.org.uk

Alternatively, **you** can write to them at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

By email: complaint.info@financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay is as a result of exceptional circumstances.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme.

This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme.

Their telephone number is **0800 678 1100** or **020 7741 4100**.

Alternatively, more information can be found at www.fscs.org.uk.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. **Your agent** will have their own uses for **your** personal data. Please ask **your agent** if **you** would like more information about how they use **your** personal information.

For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy, or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk.

Collecting your information

We collect a variety of personal information about **you** such as **your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **your** personal information and/or special categories of personal information because **we** need it to provide **you** with the appropriate insurance quotation, **policy** and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

Please note if **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf or where **we** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes. Unless required to by law, **we** would never share **your** personal data

without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as is necessary to provide **our** products and services to **you** and/or to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your policy** in order to respond to any queries or concerns that may be raised at a later date with respect to the **policy** or handling of a claim. Please refer to **our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including: asking for access to and a copy of **your** personal information, objecting to the use of **your** personal information or to an automated decision including profiling, asking **us** to correct, delete or restrict the use of **your** personal information, withdrawing any previously provided permission for the use of **your** personal information and complaining to the Information Commissioner's Office at any time if **you** object to the way **we** use **your** personal information. Please refer to **our** full Privacy Policy for more information.

Please note that there are times when **we** will not be able to delete **your** personal information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Definitions

Words which appear in bold within this policy will have the meaning defined below

Accident

Direct, physical **damage**:

- a consisting of electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force
- b caused by an artificially generated electrical current, including electric arcing, which damages electrical devices, appliances or wires
- c caused by **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure
- d caused by, or resulting from, any condition or event (not otherwise excluded) occurring inside hot water boilers or other water heating equipment, oil or water storage tanks or other **covered equipment** operating under steam or other fluid pressure
- e caused by operator error that results in the overloading of **covered equipment**.

Additional Increase in Cost of Working

The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period** beyond that recoverable as **increase in cost of working**.

Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

Appointed Advisor

The:

- a solicitor, accountant or other advisor (who is not a mediator) appointed by **us** to act on behalf of an **insured person**
- b mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Biomass or Biogas Installation

Any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

Breakdown

Breakdown of **covered equipment** consisting of:

- a the actual breaking, failure, distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- b fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- c the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- d **electronic derangement**.

Buildings

The buildings at the risk address shown on the **schedule** and unless otherwise stated, any item for the insurance of buildings includes:

- a outbuildings (including but not limited to carports, sheds, greenhouses, conservatories, garages, storage units, plant rooms and workshops) within the boundaries of the **premises**
- b aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
- c plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
- d solar water heating and solar photovoltaic panels fitted to the buildings
- e fuel tanks and septic tanks connected to the buildings
- f ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
- g walls, gates and fences around the **premises** and belonging to them
- h permanent swimming pools constructed of brick, stone or concrete, car parks, yards, roads, pavements, paths and children's play areas and tennis courts within the boundaries of the **premises**
- j permanently fixed lighting, seating, wind turbines and other external structures within the boundaries of the **premises**
- k landlord's fixtures and fittings which are fixed to and form part of the fabric or structure of the building (including fixed flooring other than fitted carpets)

all owned by **you** or for which **you** are responsible excluding:

- i glass, blinds and signs
- ii **landlord's contents**
- iii **contents of common areas**.

Business

The business as shown on the **schedule** including:

- a the ownership, repair and maintenance of the **premises**
- b the provision of fire and security services at the **premises**
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the provision and management of canteen, sports, social and welfare organisations by **you** for the benefit of **employees**
- e the occupation of the **premises** for property management purposes
- f the performance of private work (in connection with the **business** shown on the **schedule** and no other activity) undertaken by **employees** for **you**, or with **your** consent, for any **director**, **partner** or executive officer of **yours**
- g participation in exhibitions, trade shows and conferences as an exhibitor or attendee only.

Claimants' Costs and Expenses

The costs and expenses incurred by someone making a claim against **you** which **you** are legally liable to pay.

Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress, by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents).

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either:

- a 100% “no-win no-fee”, or
- b where discounted, a discounted fee being payable.

Communicable Disease

Any infectious or contagious substance or agent:

- a including but not limited to a virus, bacterium, parasite or other organism or any mutation thereof, whether deemed living or not; and
- b transmitted by any method, whether direct or indirect, including but not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals or from any animal to any human or from any human to any animal; and
- c that can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of tangible or intangible property; and
- d declared an epidemic or public emergency by the government, public authority, local authority or any other governing body responsible for public health.

Communication Costs

The cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **insured person** has taken advice from **our** Identity Theft Advice and Resolution Service.

Computer Equipment

Building management control systems.

Computer Media

All forms of electronic, magnetic and optical tapes and discs for use in any **computer equipment**.

Conditional Fee Agreement

A legally enforceable agreement between an **insured person** and the **appointed advisor** for paying their professional fees on the basis of either:

- a 100% “no-win no-fee”, or
- b where discounted, a discounted fee being payable.

Consequential Loss

Consequential or indirect loss (that is any **damage** or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress or inconvenience

Contents of Common Areas

Contents owned by **you** or for which **you** are responsible comprising furniture, furnishings, fitted carpets, rugs and other **property** in the common hall, stairways and other common parts (including storage rooms and compartments) of the **premises** excluding:

- a **landlord's contents** or landlord's fixtures and fittings
- b pictures and other works of art exceeding:
 - i £500 in respect of any one item
 - ii £2,000 in respect of any one loss
- c television, video and audio equipment and computers
- d **personal belongings** (other than those belonging to **directors, partners** or **employees** for an amount not exceeding £1,000 per person but not **money**, credit or debit cards for business purposes)
- e **property** in the open.

Contract

Any contract or agreement entered into by **you** with a **principal** for the purpose of carrying out work in connection with the **business**.

Contract Works

The permanent and temporary works carried out or to be carried out under any **contract** entered into by **you** for the purposes of alterations or improvements to the **premises** (excluding structural alterations or demolition or partial demolition) including materials for incorporation therein to the extent that **you** are responsible under the **contract**:

- a plant, machinery, equipment or tools
- b site huts or other temporary site buildings and contents therein.

Cost of Alternative Accommodation

The additional cost of:

- a alternative comparable residential accommodation for **you** or **your** tenants or lessees
- b temporary storage of **your** or **your** tenants' or lessees' furniture
- c temporary accommodation for **your** or **your** tenants' or lessees' domestic pets where such pets normally reside with **you** or them but are not permitted in the alternative accommodation provided under item a above.

Covered Equipment

Equipment owned by **you** or for which **you** are responsible at the **premises** and which:

- a is built to operate under vacuum or pressure (other than the weight of its contents)
- b generates, stores, transmits or converts energy
- c is **computer equipment** excluding:
 - i the supporting structure, foundation, masonry, brickwork or cabinet of covered equipment
 - ii insulating or refractory material
 - iii vehicles, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which is included, but not the actual vehicle)
 - iv self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at the **premises**), dragline excavation or construction equipment
 - v equipment manufactured by **you** for sale
 - vi safety or protective devices due to their functioning
 - vii tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
 - viii any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment,

experimental or other medical or scientific purposes with a replacement value in excess of £30,000

- ix any **manufacturing, production or process equipment** including linked **computer equipment**
- x any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- xi any kitchen and food preparation, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by **you** or for which **you** are responsible)
- xii any **biomass or biogas installation**
- xiii any **hydroelectric installation**.

Damage

Loss, destruction or damage.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Declared Value

Your assessment of the cost of reinstatement at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) or in the case of a variation to a sum insured, the effective date of the variation together with due allowance for:

- a the additional cost of reinstatement to comply with public authority requirements as provided by Extension 4 Public Authorities to Sub-Section A – Buildings of the Property Section
- b professional fees as provided by Extension 2 Professional Fees to the Property Section
- c removal of debris as provided by Extension 3 Removal of Debris to the Property Section.

Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e **Damage** by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
 - i aircraft and other flying objects or articles dropped from them
 - ii vehicles, trains or trams
 - iii animals or birds
 - iv falling aerials, masts or satellite dishes
 - v falling trees and branches
- h Storm
- i Flood
- j Escape of water from any water, drainage or heating system
- k Escape of oil from any fixed oil fired heating installation

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

Director

A director of **you** where **you** are a limited company.

Electronic Derangement

Malfunction of the **computer equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible **damage** and requires replacement of one or more insured components of the **covered equipment** in order to restore it to its normal operation excluding:

- a the rebooting, reloading or updating of software or firmware
- b the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days
- c the **covered equipment** being of insufficient size, specification or capacity.

Employee

Any:

- a person under a contract of service or apprenticeship with **you**
- b prospective employee who is being assessed as to their suitability for employment
- c labour master (or labour only subcontractor) or person supplied by them
- d self-employed person used for labour only
- e person hired or borrowed by **you** from another employer including agency workers
- f volunteer or voluntary worker
- g trainee or person undertaking work for **you** under a work experience placement

whilst engaged by **you** in the course of the **business** and under **your** direct control or supervision.

For the Legal Expenses Section:

A worker who has or alleges they have entered into a contract of service with **you**.

Europe

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

Excess

The first amount of a claim **you** must pay.

Explosion

The sudden and violent rending of **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents.

Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any **system** whether owned by **you** or not.

Hydroelectric Installation

Any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment together with any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Increase in Cost of Working

The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period**.

Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the last day of the maximum indemnity period shown on the **schedule** during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

Injury

Bodily injury, death, illness or disease.

Insured Person

Any person or group of persons shown on the **schedule**.

For the Legal Expenses Section:

- a **You**, a **director**, **partner**, manager, executive officer or an **employee of your business**
- b A person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as your other employees and who performs work under your supervision

Insured Property

- a **Your business** premises
- b Property owned by **you** which is let or which **you** intend to let to tenants for business or residential purposes
- c Property owned by **you** which is let or which **you** intend to let to guests as holiday accommodation for leisure purposes under the terms of a written agreement and which is shown in the **schedule** and is located in England, Scotland, Wales or Northern Ireland.

Intruder Alarm System

The component parts of intruder alarm systems including the means of communication used to transmit signals.

Landlord's Contents

Contents owned by **you** or for which **you** are responsible comprising furniture, furnishings, fitted carpets, rugs and other **property** within the furnished accommodation portion of the **premises** excluding:

- a landlord's fixtures and fittings which are fixed to and form part of the fabric or structure of the **building**
- b **contents of common areas**
- c pictures and other works of art exceeding:
 - i £500 in respect of any one item
 - ii £2,000 in respect of any one loss
- d televisions (other than those within **buildings** occupied solely as a private residence for an amount not exceeding £750 in any one residential unit)
- e video and audio equipment and computers
- f **personal belongings** (other than those belonging to **directors**, **partners** or **employees** for an amount not exceeding £1,000 per person but not **money**, credit or debit cards for business purposes)
- g **property** in the open (except as provided by Extension 4 Contents in the Gardens of Residential Property to Sub-Section B – Contents of the Property Section).

Landslip

Downward movement of sloping ground.

Legal Costs

- a Legal costs and disbursements incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.
- b In civil claims, the other side's costs and disbursements where an **insured person** has been ordered to pay them or pays them with **our** agreement.
- c Accountancy fees incurred in connection with a claim under Sub-Section B – Business Legal Guard, Cover 4 – Tax Disputes by the **appointed advisor** and agreed by **us** in advance.
- d Health and Safety Executive Fees for Intervention.
- e Loss of earnings in respect of:
 - i Sub-Section A – Landlord's Legal Guard; **your** basic wages or salary from **your** work as an **employee**
 - ii Sub-Section B – Business Legal Guard; an **insured person's** basic wages or salary under Cover 8 – Loss of Earnings, in the course of their employment with **you**
- f while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where salary or wages are not payable for time lost and cannot be claimed back from the court or tribunal.
- g In respect Sub-Section B – Business Legal Guard, Cover 10c – Executive Suite; an **insured person's communication costs**.
- h 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 in connection with a claim under Sub-Section B – Business Legal Guard, Covers 10e – Executive Suite and 11 – Crisis Communication.
- j Accommodation and storage costs under Sub-Section A – Landlord's Legal Guard, Cover 3 – Residential Accommodation and Storage Costs.

Legal Representation Costs

Legal costs, fees, charges and expenses incurred, with **our** prior consent, for which the **assured** is legally liable to pay (other than the remuneration of **you** or the **assured** or any other additional costs incurred by **you** or the **assured**) for legal representation.

Legionellosis

Accidental **injury** caused by the escape, discharge or release of legionella bacteria from any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths.

Loss of Limbs, Eyes, Hearing or Speech

- a Loss of Limbs:
 - i In the case of a leg or legs:
 - a loss by permanent physical severance at or above the ankle or
 - b permanent and total loss of use of an entire foot or leg.
 - ii In the case of an arm or arms:
 - a loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
 - b permanent and total loss of use of an entire hand or arm.
- b Loss of Eyes: Irrecoverable loss of sight:
 - i in both eyes if an **insured person** is registered as severely sight impaired
 - ii in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c Loss of Hearing: Total and permanent loss of hearing.
- d Loss of Speech: Total and permanent loss of speech.

Manufacturing, Production or Process Equipment

Any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus.

Manufacturing, Production or Process Equipment

Any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus.

Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and Value Added Tax (VAT) purchase invoices owned by **you** or for which **you** are responsible.

Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

Permanent Total Disablement

Bodily injury not resulting in death, **loss of limbs, eyes, hearing or speech** which has lasted for at least one year and which solely and directly results in the permanent, total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

Personal Belongings

Items worn, used or carried in daily life, but not **money**, credit or debit cards or items held or used for business purposes.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Physical Injury

Physical injury to the body caused by accidental, external, violent and visible means or exposure to the elements.

Policy

This policy is made up of a number of documents. These documents are the:

- a policy wording
- b **schedule**
- c endorsements
- d notice to policyholders
- e statement of fact.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a All pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury, damage** or liability directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating substance**.

Premises

The **buildings** and the land inside the boundaries of the risk address shown on the **schedule**.

Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

Property

Material property which shall not include **data**.

Reasonable Prospects of Success

- a Other than as set out in b and c below, a greater than 50% chance of the **insured person** successfully pursuing or defending the claim and, if the **insured person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Sub-Section B – Business Legal Guard, Cover 12 – Contract and Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- b In criminal prosecution claims where the **insured person**:
 - 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 person** being successful.

Where it has been determined that reasonable prospects of success do not exist, the **insured person** will be liable to pay any legal costs incurred should they pursue or defend the claim irrespective of the outcome.

Rent Receivable

The money paid or payable to **you** (including ground rent, service charges and any other income) for accommodation and services provided as landlord at the **premises**.

Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections and sub-sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the **property** that is insured
- h the limits of indemnity, sums insured and **indemnity periods**
- i details of any extensions or endorsements to the cover.

Senior Manager

Any person(s) within the **business**: with responsibility for arranging the insurances for the **business**, and/or who play a significant role in the making of decisions about how the activities of the **business** are to be managed or organised.

Service Provider

A business that **you** hire under a written contract or written agreement to perform services on **your** behalf in connection with **your business**.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Standard Basis

Costs assessed in accordance with the Courts' Civil Procedure Rules Part 44.2. This means the court will only allow recovery of costs which are proportionate to the claim and which have been reasonably incurred.

Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

System

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Temporary Total Disablement

Bodily injury which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

Tenancy Agreement

An agreement to let the **insured property**:

- a under an assured shorthold tenancy, or
- b under an assured tenancy as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010, or
- c under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016, or
- d under a short-assured tenancy or assured tenancy as defined by the Housing (Scotland) Act, or
- e in accordance with the Private Tenancies (Northern Ireland) Order 2006
- f to a limited company or business partnership for residential purposes by its employees.

Territorial Limits

Unless otherwise stated in the schedule or elsewhere in this policy, the following Territorial Limits apply:

For the Property, Loss of Rent, Liability and Directors' and Officers' Liability Sections:

England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

For the Terrorism Extensions to the Property and Loss of Rent Sections

England, Scotland and Wales but not the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 nor Northern Ireland, the Isle of Man or the Channel Islands.

For the Legal Expenses Section:

For Sub-Section A – Landlords' Legal Guard:

England, Scotland, Wales and Northern Ireland

For Sub-Section B – Business Legal Guard, Cover 5 – Legal Defence, Cover 6 – Compliance and Regulation and Cover 12 – Contract and Debt Recovery: Europe.

Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Transit

The loading, unloading and transportation of covered equipment other than by air or sea unless the sea transit is by roll-on/roll-off ferry.

Unoccupied, Unoccupancy

1 For **buildings** used exclusively for residential purposes

Any:

- a residential flat(s) within a **building**, or
- b other residential **building**

that is empty or not in use by **you** or any of **your** tenants or lessees for more than 90 consecutive days.

For item 1a above, this definition will only apply to such flat(s) if more than 25% of all flats within the **building** are empty or not in use by **you** or any of **your** tenants or lessees for more than 90 consecutive days. This shall be calculated on the number of individual flats as a percentage of the total number of flats within the **building**.

2 For all other **buildings**

Any:

- a self-contained unit(s) or residential flat(s) within a **building**, or
- b **building**

that is empty or not in use by **you** or any of **your** tenants or lessees for more than 60 consecutive days.

Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems**, **data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We, Our, Us

Ageas Insurance Limited.

You, Your, Yours

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by **you** and accepted by **us**.

For the Legal Expenses Section:

Sub-Section A – Landlords' Legal Guard

- a The person, persons or corporate body named on the **schedule** as the Insured including any subsidiary companies notified by **you** and accepted by **us**
- b Any person or business appointed as an agent to manage the letting of the **insured property** to the extent that any such agent has acted on behalf of the person, persons or organisation detailed in item a of this definition

Sub-Section B – Business Legal Guard

The person, persons or corporate body named on the **schedule** as the Insured including any subsidiary companies notified by **you** and accepted by **us**.

Your Costs and Expenses

- a costs and expenses incurred with **our** consent in defending any claim
- b costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man (including a court of equal status in Norway, Switzerland or the countries of the European Union) in respect of any occurrence which may be the subject of indemnity under the Liability Section
- c legal costs incurred with **our** consent for defending a charge of corporate manslaughter or any equivalent charge or a breach of health and safety at work or data protection legislation.

General Exclusions

These exclusions apply to the whole policy unless otherwise stated. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

1 Radioactive Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

For Sub-Section A – Employers’ Liability of the Liability Section, this exclusion will only apply to:

- i the liability of any **principal**
- ii liability assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement.

2 War

With the exception of Sub-Section A – Employers’ Liability of the Liability Section, this **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3 Northern Ireland

This **policy** does not cover **damage** to any **property** or **data** in Northern Ireland directly or indirectly caused by, contributed to by or arising from:

- a riot or civil commotion, or
- b labour disturbances or malicious persons except in respect of accidental **damage** caused by fire or explosion.

4 Terrorism

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to **terrorism**

except as provided by:

- i the Liability Section
- ii Extension 17 Terrorism of the Property Section (if cover is operative on the **schedule**)
- iii Extension 18 Terrorism – Residential Property of the Property Section
- iv Extension 1 Terrorism of the Loss of Rent Section (if cover is operative on the **schedule**).

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered will be upon **you**.

5 Electronic Risks

For the purpose of this Exclusion the following definitions are amended to read:

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **system**.

System

Computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or other equipment or component or system or item which processes, stores, transmits or receives **data**.

This **policy** does not cover any **damage, injury**, liability or cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, arising from or in connection with:

- a **damage** to or alteration of or the reduction in functionality, availability or operation of any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where this is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, phishing, denial of service attack** or failure of any external network
- b loss, reduction in functionality, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, repair, replacement, restoration or reproduction of, **data** including any amount pertaining to the value of such **data** whether or not caused by **hacking**
- c any misinterpretation, use or misuse of **data**
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by, contributed to by or arising from or in connection with a cause described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** to insured **property** which results from a cover cause, not otherwise excluded, except for acts of malicious persons which do not involve physical force or violence.

This exclusion does not apply to machinery breakdown covered under Sub-Section D of the Property Section or Sub-Section C of the Loss of Rent Section.

6 Pollution or Contamination

This **policy** does not cover any **damage, injury** or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination**. This exclusion does not apply to:

- a the Legal Expenses Section
- b Sub-Section A – Employers’ Liability of the Liability Section
- c Sub-Section B – Public Liability of the Liability Section where **pollution or contamination** consists of a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**. All **pollution or contamination** arising out of one occurrence will be deemed to have occurred at the time such occurrence takes place. **We** will not be liable for any **pollution**

- or **contamination** occurring in the United States of America or any territory within its jurisdiction or Canada
- d the Property or Loss of Rent Sections where **damage** to insured **property** is caused by:
- i **pollution or contamination** which itself results from Cover Cause 1 or 2
 - ii any one of Cover Causes 1 or 2 which itself results from **pollution or contamination**.
- We** will not be liable however for costs arising from **pollution or contamination** of **property** or buildings not insured by this **policy**.

7 Territorial Limits

This **policy** does not cover any **damage, injury** or liability occurring outside the **territorial limits** unless otherwise stated.

8 Asbestos

Applicable to the Liability Section only:

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual business
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers' and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor's own employers' and public liability policy.

9 Sanctions

We will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- b trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory.

10 Government or Public Authorities

We will not pay claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

11 Communicable Disease

This **policy** does not cover any **damage**, cost or expense directly or indirectly caused by, contributed to by or arising from:

- a a **communicable disease**, or
- b the fear or threat (whether actual or perceived) of a above regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This exclusion does not apply to:

- i Extension 6 Diseases (Premises), Poisoning, Vermin, Defective Drains, Murder or Suicide of Sub-Section A – Rent of the Loss of Rent Section
 - ii the Liability Section
 - iii the Directors' and Officers' Liability Section
 - iv the Legal Expenses Section
- but only to the extent of cover expressly stated as being provided thereunder.

General Conditions

These conditions apply to the whole policy unless otherwise stated. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

1 Duty of Fair Presentation

A fair presentation of the risk must be made to **us** by **you** or anyone acting for **you** whenever a mid-term alteration to this **policy** is requested and at inception and prior to each renewal of this **policy**.

- 1 If there is a failure to make a fair presentation and this is deliberate or reckless and **we** would not have incepted or renewed or made an alteration to this **policy** if **we** had known the true situation, **we** can:
 - a avoid this **policy** from inception or the renewal date, or
 - b avoid a mid-term alteration from its effective date and cancel this **policy** by sending 14 days' notice in writing to **your** last known address, and
 - c refuse to pay a claim, and
 - d retain the premium **you** paid to **us**.
- 2 If there is a failure to make a fair presentation but this is not deliberate or reckless, the action **we** take will depend on what **we** would have done had **we** known the true situation which will be as follows:
 - a If **we** would not have incepted or renewed or made an alteration to this **policy**, **we** can:
 - i avoid this **policy** from inception or the renewal date, and
 - ii avoid a mid-term alteration from its effective date and cancel this **policy** by sending 14 days' notice in writing to **your** last known address, and
 - iii refuse to pay a claim, and
 - iv return the premium **you** paid to **us** in respect of the avoided cover
 - b If **we** would have provided cover but at a higher premium, **we** can reduce the payment for a claim. The amount **we** pay will be calculated by comparing the premium paid as a percentage of the premium which should have been paid. For example, if the premium was £300 but should have been £500, **you** will have paid only 60% of the actual amount due so **we** will only pay 60% of any claim. **We** will also charge an additional premium for the unexpired **period of insurance** (this will be with effect from the date of **our** discovery of the failure to make a fair presentation and this is payable regardless of whether or not a claim has been submitted otherwise cover will not be continued)
 - c If **we** would have provided cover but on different terms, other than premium, **we** can alter the terms to those that should have applied (this will be with effect from the date of the mid-term alteration or inception or the renewal date, whichever applies).

In respect of item 2b, the maximum **we** will pay will be a percentage of:

- a the amount of the claim, or
- b the applicable sum insured, value, limit or limit of indemnity shown on the **schedule**, subject to any inner limit otherwise shown in the policy wording whichever is lower.

Where this **policy** provides cover for costs and expenses in addition to the sum insured, value, limit or limit of indemnity, **we** will pay the same percentage of such costs and expenses in accordance with item 2b of this condition.

In respect of items 1, 2a and 2b, **we** can also recover from **you** any amount **we** have already paid for claims, including **our** costs and expenses, if such claims would not have been payable or would have been paid at a reduced amount had **we** known the true situation.

2 Subject to Survey

If this **policy** has been issued subject to survey, then continuance of cover shall be subject to:

- a **you** allowing **us** to undertake a survey at each of **your** premises (where required) by a date agreed in writing by **us**. **We** may appoint a surveyor to do the survey for **us**
- b **you** complying with **our** acceptance criteria
- c the completion of any risk improvements required within the timeframe advised by **us**.

The cost of completing any risk improvement requirements will be met by **you**.

If **you** do not allow **us** to complete the survey by the agreed date **we** may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

For the period between inception date and the completion date of the survey **we** agree to cover **you** in accordance with the terms, conditions and exclusions of this **policy**.

In the event the survey does not reflect the details supplied to **us** by **you** or on **your** behalf, or any of the risk improvement requirements are not completed by the agreed date **we** give **you** in writing following the survey, **we** have the right to amend the premium, terms, conditions and exclusions of this **policy**, or to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

3 Reasonable Precautions

You must take all reasonable care:

- a for the safety of the **property** insured
- b to prevent accidents or **injury**
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

4 Fraud

If **you**, or anyone acting for **you**:

- a makes any claim that is deliberately exaggerated, or
- b uses, or attempts to use, fraudulent means to obtain benefits under this **policy**, or
- c deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which **you** or they know or ought to know would result in **us** paying a claim that **we** were entitled to refuse or paying a greater sum in respect of a claim, or
- d deliberately withholds information or evidence from **us** which **you** or they know or ought to know would entitle **us** to refuse to pay a claim or pay a lesser sum under this **policy**

then:

- i **we** will not be liable to pay the claim,
- ii **we** may cancel this **policy** from the date of such act,
- iii all benefit under this **policy** will be forfeited,
- iv **we** may recover all sums paid by **us** under this **policy**, and
- v **we** may inform the police and fraud prevention agencies of the circumstances.

5 Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the policy wording and **schedule**, or
- b the inception date of this **policy**

whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this **policy**.

You may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim, or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

6 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the **business**
- b the **business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- i a change to the risk which makes it one **we** would not normally accept
- ii **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

7 Renewal

We are not bound to offer renewal of this **policy**.

8 Law Applicable to this Policy

This **policy** will be governed by English Law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** (as an individual) live in Jersey or **you** (as a corporate body) are Jersey registered in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

9 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

10 Contracts (Rights of Third Parties Act) 1999

Except as provided by General Condition 11 Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man by any person, persons or corporate body who is not a party to this **policy**.

11 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses, claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a **injury**
- b **damage to property**

provided that:

- i the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
- ii the conduct and control of claims is vested in **us**
- iii where more than one party is entitled to indemnity under this condition, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown on the **schedule**.

Conditions Precedent to Liability

Applicable to the Property and Loss of Rent Sections only:

1 Notice of Unoccupancy or Occupancy

It is a condition precedent to **our** liability to pay claims under the Property and Loss of Rent Sections that **you** must advise **us** as soon as **you** become aware of any **unoccupancy** or occupancy following a period of **unoccupancy**.

Following notification of **unoccupancy** or occupancy, **we** will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise **our** right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

2 Unoccupancy Precautions

It is a condition precedent to **our** liability to pay claims under the Property and Loss of Rent Sections that precautions a – e must be complied with during any period of **unoccupancy**:

- a An internal and external inspection must be made by a responsible adult at least every 7 days. Following such inspection, any defects found must be rectified, remedied or repaired promptly and all combustible waste materials must be removed prior to the next inspection
- b All letter boxes must be sealed shut or fitted with an internal metal cage
- c All final exit doors must be secured by either:
 - i a mortice deadlock conforming to BS3621 or BSEN1303 with matching steel box striking plate (except in respect of individual residential flats where alternative locks conforming to BS3621 or BSEN1303 may be used), or
 - ii locking metal bars with a close shackle padlock conforming to BSEN12320 security grade 5, or
 - iii a multi-point locking system i.e. a minimum of three locking points that all lock simultaneously by the turn of a key, or
 - iv other security devices if agreed by **us** in writing to **you**
- d All accessible windows and skylights, not protected by bars or grilles or permanently screwed or fixed shut on the inside, must be securely locked
- e All other available security must be made operative.

For any **unoccupied**:

- a self-contained unit(s)
- b residential flat(s)

within an otherwise occupied **building**, precautions a – e shall apply solely to such unit(s) or flat(s) and not the **building** as a whole unless otherwise agreed by **us**.

In the event of a claim, **you** may be required by **us** to produce documentary evidence that **you** complied with this condition.

Claims Conditions

These conditions apply to the whole policy unless otherwise stated. Additional or alternative conditions may apply to individual sections. Please refer to pages 22 and 23 for details.

1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

You must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to third party **property** unless **we** agree otherwise in writing.

You must:

- a on discovery of any **damage** by theft or attempted theft or by malicious persons give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
- b notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft including full written particulars of the loss at **your** own expense
- c on discovery of any other incident that may give rise to a claim under this **policy**, notify **us** as soon as possible after the incident including full written particulars of the loss at **your** own expense
- d immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to third party **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
- e take immediate action to minimise loss, prevent further **damage** or **injury** and avoid interruption of or interference with the **business**
- f keep all damaged **property** until **we** give permission to dispose of it
- g provide at **your** expense all information and assistance as **we** may reasonably require
- h provide, if **we** require, a statutory declaration of the truth of the claim.

2 Claims Procedure – Our Rights

We shall:

- a be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any **property** insured
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

4 Contribution

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

5 Arbitration

(Not applicable to the Liability or Legal Expenses Sections)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act 1996 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

6 Discharge of Liability

Applicable to the Liability Section only

We may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
- b any lower amount for which such claim or claims can be settled

less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

7 Automatic Reinstatement

Applicable to the Property and Loss of Rent Sections

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured and limits will be reinstated to their full amount provided that:

- a **you** pay the appropriate additional premium from the date of the loss or **damage** to the expiry of the **period of insurance** if **we** request an additional premium
- b the total of the amounts reinstated during any one **period of insurance** will not exceed the sums insured and limits shown on the **schedule** or elsewhere in the policy wording.

Directors' and Officers' Liability Section Claims Conditions

These conditions apply only to the Directors' and Officers' Liability Section. Additional conditions may also apply to individual covers under this section. Please refer to individual covers for details.

1 Claims Procedure – Your Responsibilities

Failure to comply with this condition will affect the payment of any claim.

It is a condition precedent to **our** liability that either **you** or the **assured**, as applicable, must give written notice to **us** during the **period of insurance** (or discovery period if applicable) of:

- a any claim made against the **assured**
- b the receipt of notice from any person, persons or corporate body of an intention to make a claim against the **assured**
- c any circumstance, occurrence, or **investigation** of which **you** or the **assured** becomes aware which may give rise to a claim against the **assured**. Any such claim, notice of intended claim, circumstance, occurrence or **investigation** must be notified to **us** immediately. Where notice has been given to **us** in accordance with item b or c above, any claim to which that notice, circumstance, occurrence or **investigation** may give rise after the expiry of the **period of insurance** will be deemed, for the purpose of this insurance, to have been made on the date of notification to **us**.

Written notice must include but is not limited to:

- i a full description of the claim, notice of intended claim, circumstance, occurrence or **investigation**
- ii the nature of the allegation
- iii the identity of the claimant or potential claimant
- iv the date on which **you** or the **assured** first became aware of such claim, notice of intended claim, circumstance, occurrence or **investigation**.

In the event that it has not been practicable for **you** or the **assured** to give written notice to **us** during the **period of insurance** (or discovery period if applicable) then written notice may be given to **us** within 30 days of the date of expiry of the same **period of insurance** (or discovery period if applicable). Such notice will be deemed to have been given to **us** during the **period of insurance**.

2 Claims Settlement Consent

We will have full discretion in the conduct and control of any negotiations or recovery or contribution proceedings or in the defence or settlement of any claim however **we** will not settle any claim or any recovery or contribution proceedings without the consent of the **assured**. If however the **assured** refuses to consent to any settlement recommended by **us** and elects to continue the defence of the claim or the prosecution of any recovery or contribution proceedings, then **our** liability for the claim will not exceed the amount which the claim would then have represented if it had been settled at the date of such refusal and then only up to the limit of indemnity shown on the **schedule** for this section.

3 Contested Proceedings

The **assured** will not be required to contest any legal proceedings unless a Queen's Counsel (to be selected by **us** after consultation with the **assured**) advises that such proceedings should be contested. For the purposes of this condition, Queen's Counsel also means a lawyer of similar standing where proceedings have been commenced in jurisdictions outside England and Wales.

4 Subrogation

Claims Condition 3 Subrogation is cancelled and replaced by the following:

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in the name of **you** or the **assured** and on behalf of **you** or the **assured**, any claims made against the **assured**
- b take legal action in the name of **you** or the **assured** but for **our** benefit to get back any payment **we** have made under this insurance.

If any payment is made under this insurance in respect of a claim, **we** agree not to exercise **our** subrogated rights of recovery against any person who has been, or may be, under a contract of service or apprenticeship with **you** unless the payment giving rise to such right has directly or indirectly been caused by or contributed to, by or has arisen from:

- i the dishonest, fraudulent, criminal or malicious act or omission of such person
- ii such person gaining any profit or advantage or receiving any remuneration to which they were not legally entitled.

5 Controlling Interest

If during the **period of insurance**:

- a more than 50% of **your** directors resign or are removed from office within any 90 day period, or
- b any person, whether or not an existing shareholder, acquires a **controlling interest** in **you**

you must notify **us** within 30 days of the date of the first of such resignations or removals or change of control. The insurance provided by this section will be restricted (unless **we** agree in writing to the contrary) so as to apply only to **wrongful acts** occurring prior to the date of the first of such resignations or removals or change of control.

6 Advancement of Costs and Expenses

We will advance all costs and expenses on a current basis (less any applicable **excess**) that are incurred, with **our** prior written consent, by the **assured** in their role as directors or officers of **you** in defending any actions, suits and proceedings against them for a **wrongful act** for which the **assured** or **you** is entitled to indemnity under this insurance. In the event there is an allegation of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations on the part of the **assured** in any civil or criminal proceedings, the costs and expenses incurred by the **assured** will only be advanced at **our** discretion and will be repayable, if so advanced, in the event that the **assured** pleads guilty, or is found guilty, or admits liability or is found liable for such act, omission, breach or disregard. If there is no such advancement, costs and expenses will be reimbursed to the **assured** in the event of an acquittal or no finding of any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

7 Series of Claims or Investigations

A series of claims arising out of the same **wrongful act** or a related series of **wrongful acts** attributable to one original occurrence or circumstance will be deemed to constitute a single claim for the purposes of the insurance provided by this section. Such claims will be deemed to have been first made when the earliest such claim was first made. A series of **investigations** attributable to one original source or cause will be deemed to constitute a single **investigation** for the purposes of the insurance provided by this section. Such **investigation** will

be deemed to have been first made when the **assured** is first required to attend any such **investigation**.

8 Discharge of Liability

We may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
- b any lower amount for which such claim or claims can be settled

less any sum or sums already paid as damages, **claimants' costs and expenses** and **legal representation costs**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **legal representation costs** incurred prior to the date of such payment.

Legal Expenses Section Claims Conditions

These conditions apply only to the Legal Expenses Section. Additional conditions may also apply to individual covers under this section. Please refer to individual covers for details.

1 Claims Tainted by Dishonesty

You, or anyone acting for **you**, must be entirely truthful and open in any evidence, disclosure or statement given and act with complete honesty and integrity throughout a claim. Where, on the balance of probabilities and having considered carefully all the facts of a claim, it appears to the **appointed advisor** that **you** or they have breached this condition and that the breach has:

- a affected **our** assessment of **reasonable prospects of success**, or
 - b prejudiced in any part the outcome of **your** claim
- we** shall have no liability for **legal costs** incurred from the date of **your** breach.

2 Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this section shall include equivalent legislation and rules in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation or rules.

3 Personal Representatives

In the event of the death of any party entitled to indemnity under this section, **we** will cover the deceased's personal representatives to pay **legal costs** previously incurred by the deceased provided that:

- a the personal representatives comply with and are subject to the terms and conditions of this section and this **policy** to the extent that these can apply
- b the conduct and control of claims is vested in **us**.

4 Insured Persons' Responsibilities

An **insured person** must:

- a tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in their favour
- b co-operate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep **us** updated with progress of the claim and not hinder **us**
- c take reasonable steps to claim back **legal costs** and, where recovered, pay them to **us**
- d not negotiate, settle the claim or agree to pay **legal costs** without **our** written agreement

allow **us** at any time to take over a claim and conduct it in the **insured person's** name.

5 Freedom to Choose an Appointed Advisor

- a In certain circumstances as set out in b below an **insured person** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b If:
 - i suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured person**, or
 - ii there is a conflict of interestthe **insured person** may choose a qualified **appointed advisor** except, where the **insured person's** claim is to be dealt with by the Employment Tribunal, **we** shall always choose the **appointed advisor**.
- c Where the **insured person** wishes to exercise the right to choose, the **insured person** must write to **us** with their preferred representative's contact details.
- d Where the **insured person** chooses to use their preferred representative, **we** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that **we** would have been liable to pay. (**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).
- e If the **insured person** 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 person**, **our** liability in respect of the claim will end immediately.
- f In respect of pursuing a claim under Sub-Section B – Business Legal Guard, Cover 12 – Contract and Debt Recovery the **insured person** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

6 Consent

- a The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured person's** claim. The **insured person** 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.
- b An **insured person** must have **your** agreement to claim under this section.

7 Barrister's Opinion

We may require an **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of a claim. If the opinion supports the **insured person**, then **we** will reimburse the costs of that opinion. The most **we** will reimburse is the amount **we** have agreed to pay to obtain the opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on the **insured person** and **us**. This does not affect the **insured person's** rights under Condition 9 Arbitration.

8 Contribution

We will not pay more than **our** fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this **policy** did not exist.

9 Arbitration

If any dispute between **you** and **us** arises from this **policy**, **you** can make a complaint to **us** as described in the What to do if you have a complaint section of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the

matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **we** and **you** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Act 1996 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man; the arbitrator's decision shall be binding on the parties.

10 Discharge of Liability

- a **We** can settle the claim by paying the fair value of the **insured person's** claim.
- b If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor we** reserve the right to refuse to pay further costs.

Cover Causes

Wherever they are referred to in this policy, the cover causes applicable are as follows:

Cover Cause 1

- a Fire but not **damage** caused by:
 - i spontaneous heating or fermentation of the **property** insured
 - ii fire as a consequence of the **property** insured undergoing any process involving the application of heat.
- b Lightning.
- c Earthquake or subterranean fire.
- d Explosion, but not explosion of any non domestic steam pressure equipment under **your** control.
- e Impact by aircraft or other flying objects or articles dropped from them.

Cover Cause 2

- a Riot, civil commotion, labour or political disturbances.
- b Malicious persons but not **damage**:
 - i caused by theft or attempted theft
 - ii arising during a period of **unoccupancy**
 - iii caused by **your** tenants or lessees (except as otherwise provided by Extensions 15 Malicious Damage by a Tenant or Lessee and 16 Illegal Cultivation of Drugs of the Extensions to the Property Section).
- c Explosion of boilers and economisers or other equipment used for non domestic purposes and which is built to operate under internal pressure due to steam only. Cover Cause 2c Explosion of boilers and economisers and other equipment is only effective for Sub-Section A – Rent of the Loss of Rent Section.
- d Impact by:
 - i vehicles, trains or trams
 - ii animals or birds
 - iii falling aerials, masts or satellite dishes
 - iv falling trees and branches including the cost of removing fallen trees or branches, but only where there has been **damage to property** insured by this policy.
- e Escape of oil from any fixed oil fired heating installation but not **damage** arising during a period of **unoccupancy**.
- f Storm but not **damage**:
 - i due to changes in the water table level
 - ii by frost, **subsidence, settlement, ground heave or landslide**
 - iii to fences, gates and moveable **property** in the open or to open sided buildings or any **property** therein
 - iv caused by flood.
- g Flood but not **damage**:
 - i due to changes in the water table level
 - ii by frost, **subsidence, settlement, ground heave or landslide**
 - iii to fences, gates and moveable **property** in the open or to open sided buildings or any **property** therein
 - iv due to the escape of water from any water tank, apparatus or pipes.
- h Escape of water from any water, drainage or heating system but not **damage** arising during a period of **unoccupancy**.
- i escape of bulk-supplied beverages from fixed tanks, pipes or apparatus arising during a period of **unoccupancy**.

Cover Cause 3

Accidental **damage** but not **damage**:

- a by Cover Causes 1, 2, 4 or 5 or any of their detailed exclusions whether insured or not
- b to a building or structure caused by its own collapse or cracking
- c resulting from, or caused by, any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair
- d caused by:
 - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
 - iii change in temperature, colour, flavour, texture or finish
 - iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
 - a the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - b **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
 - vi acts of fraud or dishonesty including any collusion by **you** or **directors, partners or employees**
 - vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

Cover Cause 4 – Theft or attempted theft

Theft or attempted theft but not theft or attempted theft:

- a that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**
- b of **property** from any garden (except as provided by Extension 4 Contents in the Gardens of Residential Property to Sub-Section B – Contents of the Property Section) or from any yard or open space unless specified as an insured item on the **schedule**
- c arising during a period of **unoccupancy**
- d by any **employee** or any person lawfully on the **premises** (other than a tenant or a lessee)
- e **damage to buildings** except as provided by Extension 5 Theft of Building to Sub-Section A – Buildings and Extension 3 Theft Damage to Buildings to Sub-Section B – Contents of the Property Section.

Cover Cause 5 – Subsidence, ground heave or landslide

Damage caused by:

- a **subsidence** or **ground heave** of the site on which the **property** described on the **schedule** stands
 - b **landslip**
- but not **damage**:
- i to aerials, satellite dishes, security cameras, lights, air conditioning or climate control plant, solar panels, fuel and septic tanks, ducting, pipes, cables, wires, control equipment, walls, gates, fences, outdoor swimming pools, car parks, roads, pavements, paths and children's play areas unless the structure of the building which they are ancillary to is damaged at the same time by the same cause
 - ii to solid floor slabs or **damage** from solid floor slabs moving, unless the foundations underneath the outside walls of the building they form part of are damaged at the same time and by the same cause
 - iii caused by or consisting of:
 - a **settlement** (including the normal **settlement** or bedding down of new structures)
 - b compaction or movement of infill or made up ground
 - c coastal or river erosion
 - d defective design or faulty workmanship or the use of defective materials or inadequate foundations
 - iv which originated before this cover cause was effective
 - v resulting from:
 - a demolition, construction, structural alteration or repair of any **property** at the **premises**
 - b groundwork or excavation at the same **premises**
 - vi for which compensation is provided under or by contract or legislation
 - vii resulting from loss of market value after repairs.

Cover Cause 6 – All Risks excluding subsidence, ground heave or landslide

Damage by any cause (not otherwise excluded) but not **damage** caused by:

- a Cover Cause 5 – Subsidence, ground heave or landslide or any of its detailed exclusions whether insured or not
- b or resulting from any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair but not excluding **damage** caused by a **defined peril** and not otherwise excluded
- c inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding **damage** caused by a **defined peril** and not otherwise excluded
- d collapse or cracking of any building or structure unless it results from a **defined peril** and is not otherwise excluded
- e corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
- f change in temperature, colour, flavour, texture or finish
- g joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- h the bursting of:
 - i any boiler not used for domestic purposes only
 - ii any economiser or other vessel machine or apparatus owned by **you** or under **your** control in which internal pressure is due to steam only but this will not exclude

subsequent **damage** which itself results from a cause not otherwise excluded

- j acts of fraud or dishonesty including any collusion by **you**, **directors**, **partners** or **employees**
- k mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
 - i the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - ii **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
- l disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- m theft or attempted theft:
 - i that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or the use of force against **you** or any person lawfully on the **premises**
 - ii of **property** from any garden (except as provided by Extension 5 Landlords' Contents in the Gardens of Residential Property to Sub-Section B – Contents of the Property Section) or from any yard or open space unless specified as an insured item on the **schedule**
 - iii arising during a period of **unoccupancy**
 - iv by any **employee** or any person lawfully on the **premises** (other than a tenant or a lessee)
 - v **damage to buildings** except as provided by Extension 5 Theft of Building to Sub-Section A – Buildings and Extension 3 Theft Damage to Buildings to Sub-Section B – Contents of the Property Section
- n wind, rain, hail, sleet, snow, flood or dust to any fences, gates or moveable **property** in the open
- o changes in the water table level
- p spontaneous heating or fermentation of the **property** insured or fire caused by its undergoing any process involving the application of heat but this will not apply to **damage** caused by a **defined peril** and not otherwise excluded
- q escape of water from any water, drainage or heating system (including any pipe, tank or apparatus) or escape of oil from any pipe, tank or apparatus, arising during a period of **unoccupancy**
- r malicious persons during a period of **unoccupancy** or by malicious persons who are tenants or lessees of **yours** (except as otherwise provided by Extensions 15 Malicious Damage by a Tenant or Lessee and 16 Illegal Cultivation of Drugs of the Extensions to the Property Section)
- s escape of bulk-supplied beverages from fixed tanks, pipes or apparatus arising during a period of **unoccupancy**.

Property Section

Sub-Section A – Buildings

The cover described below is only operative if shown on the **schedule**

Cover

Buildings

We will pay for accidental **damage** occurring during the **period of insurance** to **buildings** by any of the cover causes shown on the **schedule** against **buildings**.

Extensions to Sub-Section A – Buildings

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Contracting Purchaser

Where **you** contract to sell **your** interest in a **building** insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the **buildings** are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

2 Mortgagee, Freeholder or Lessor

The interest of any mortgagee, freeholder or lessor in any **buildings** insured by this **policy** will not be prejudiced by any act, omission, alteration or neglect of or by the mortgagor or occupier of the **buildings** which is unknown to or beyond the control of the mortgagee, freeholder or lessor whereby the risk of **damage** is increased provided that the mortgagee, freeholder or lessor gives **us** notice immediately on becoming aware of such act, omission, alteration or neglect and pays any additional premium required.

3 Underground Services

We will pay for accidental **damage** occurring during the **period of insurance** to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the **buildings** by any of the cover causes shown on the **schedule** against **buildings** but only to the extent to which **you** are responsible for repair.

4 Public Authorities

The sum insured in respect of Sub-Section A – Buildings includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw in:

- a reinstating the damaged parts of the **buildings**
 - b upgrading any undamaged parts of the **buildings**
- as a result of accidental **damage** occurring during the **period of insurance** to the **buildings** by any of the cover causes shown on the **schedule** against **buildings**.

We will not pay for:

- i any such cost resulting from a notice served on **you** prior to the date of the **damage**
- ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** unless a longer period is agreed by **us** in writing.

5 Theft of Building

If Cover Cause 4 or 6 is operative in respect of a **building**, **we** will pay for accidental **damage** occurring during the **period of insurance** to that **building** as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the **building**. For the purposes of this extension, exclusion a of Cover Cause 4 and exclusion m, i of Cover Cause 6 will not apply.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

6 Contract Works

For the purposes of this extension only, the cover provided in respect of **buildings** is extended to include **contract works**. **We** will pay for accidental **damage** by Cover Cause 6 to the **contract works** occurring during the **period of insurance**.

We will pay the value of the **contract works** at the time of the **damage** or, at **our** option, **we** will:

- a reinstate
- b replace, or
- c repair

the **contract works** to a condition substantially the same but not better or more extensive than their condition at the time of the **damage**.

We will not pay for **damage**:

- i to **contract works** more specifically insured
- ii to any **property** which, prior to the commencement of any **contract** forms or has formed part of any structure at the contract site
- iii where the **contract** value exceeds £100,000 unless, prior to such works commencing, **our** agreement has been provided in writing to **you**.

Our liability under this extension will not exceed £100,000 in respect of any one **contract** and in any one **period of insurance**.

7 Contractors' Interest

If **you** are required under the terms or conditions of any **contract** to cover **buildings** in the joint names of **you** and any contractor or subcontractor named in such **contract**, **we** agree to note such interest provided that **you** tell **us** the details of any one **contract** valued at £100,000 or more prior to the commencement of any work and pay any additional premium required.

8 Further Investigation Expenses

Following accidental **damage** to **buildings**, occurring during the **period of insurance**, by any of the cover causes shown on the **schedule** against **buildings** where a competent construction professional believes there may be more **damage** to other parts of the **building** which is not immediately apparent, **we** will pay for costs incurred by **you**, with **our** prior consent, to have this investigated further. **We** will only pay for such costs if **damage** has occurred for which **we** are liable. **Our** liability under this extension will not exceed £10,000 in any one **period of insurance**.

9 Reletting Costs

We will pay for any costs incurred by **you** in reletting the **building** following insured **damage**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

Sub-Section B – Contents

The cover described below is only operative if shown on the **schedule**

Cover

Contents of Common Areas and Landlord's Contents

We will pay for accidental **damage** occurring during the **period of insurance** to **contents of common areas** and **landlord's contents** at the **premises** by any of the cover causes shown on the **schedule** against **contents of common areas** and **landlord's contents**.

Extensions to Sub-Section B – Contents

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Theft of Keys

If Cover Cause 4 or 6 is operative, **we** will pay for the cost of replacing locks and keys to the **buildings**, **intruder alarm systems**, safes, strongrooms or tills following theft or attempted theft of keys occurring during the **period of insurance** provided that the keys are stolen from the **buildings** or **your** private residence or the private residence of any **director**, **partner** or authorised **employee**.

For the purposes of this extension, 'keys' includes keycards or other electronic access devices as well as devices to deactivate the **intruder alarm system** (other than mobile phones) unless otherwise stated.

Our liability under this extension will not exceed £5,000 in any one **period of insurance**.

2 Contracting Purchaser

Where **you** contract to sell **your** interest in any item of **contents of common areas** or **landlord contents**, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion of the purchase, to the extent that the **contents of common areas or landlord contents** are not otherwise insured provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

3 Theft Damage to Buildings

If Cover Cause 4 or 6 is operative, **we** will pay for accidental **damage** occurring during the **period of insurance** to the **buildings** which **you** are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means or threatened assault or violence or use of force against **you** or any person lawfully on the **premises**.

4 Temporary Removal

We will pay for accidental **damage** occurring during the **period of insurance** to **contents of common areas** and other **landlord's contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes by any of the cover causes shown on the **schedule** against **contents of common areas** and other **landlord's contents**.

The cover provided includes transit within the **territorial limits** and travel between the specified territories.

We will not be liable for:

- a theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against any person lawfully in the building
- b theft or attempted theft from a building that has been empty or not in use for more than 30 consecutive days.

Our liability under this extension in any one **period of insurance** will not exceed:

- i 25% of the sum insured for **contents of common areas** and other **landlord's contents** shown on the **schedule**, or
- ii £100,000

whichever is lower (subject otherwise to any inner limit otherwise shown).

5 Landlords' Contents in the Gardens of Residential Property

We will pay for accidental **damage** occurring during the **period of insurance** to **landlords' contents** by Cover Causes 1, 2, 3 or 4 whilst in the open within the garden of a house or flat used solely for residential purposes provided that **we** will not be liable for **damage**:

- a to plants, trees or any growing thing
- b caused while the **buildings** the garden pertains to are **unoccupied**.

Our liability under this extension will not exceed £500 in respect of any one loss.

Sub-Section C – Glass, Blinds and Signs

The cover described below is only operative if shown on the **schedule**

Cover

We will pay for accidental **damage** occurring during the **period of insurance** to:

- a any glass fitted to the exterior of the **buildings**
- b **property** insured by this section, within any display windows caused by breakage of any glass
- c fixed glass, (including interior showcases and mirrors), inside the **buildings**
- d external signs, notice boards and name plates
- e sanitaryware, if the cost of replacement has to be paid by **you**
- f external blinds up to an amount not exceeding £2,500 in respect of any one loss
- g framework following breakage of fixed glass
- h coloured, engraved, etched, figured, grisaille, leaded, lettered, painted, stained, toughened and wired glass
- i alarm foil for which **you** are responsible at the **premises** by Cover Cause 6.

We will also pay for the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating **intruder alarm systems** at the **premises** damaged as a result of glass breakage covered under this sub-section. For the purposes of this sub-section, 'glass' will also mean any glass substitute material and any plain, non-glass glazing materials to protect the fixed glass described above.

Exclusions to Sub-Section C – Glass, Blinds and Signs

We will not pay for:

- a **damage** arising:
 - i from repairs or alterations to the **premises**
 - ii arising during a period of **unoccupancy**
- b **damage** which occurred prior to the commencement of cover under this sub-section
- c **damage** to any glass or sanitaryware comprising samples or display materials held in connection with the **business**
- d **damage** to electrical signs by:
 - i rust or other gradually operating cause
 - ii mechanical or electrical breakdown
- e **damage** to tubes within electrical signs unless the surrounding glass is fractured at the same time
- f **damage** arising from repair, removal or erection of glass, blinds, signs, notice boards, name plates or sanitaryware
- g scratching or chipping of sanitaryware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

Sub-Section D – Money

The cover described below is only operative if shown on the **schedule**

Cover

Money

We will pay for accidental **damage** occurring during the **period of insurance** to **money** as shown in the Table of Cover by Cover Cause 6.

Safes

We will pay for accidental **damage** occurring during the **period of insurance** to any safe as shown in the Table of Cover by theft or attempted theft under Cover Cause 4 or 6.

Table of cover

Cover description and locations	Limit (any one loss)
1 Money – other than crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax (VAT) purchase invoices: <ul style="list-style-type: none"> a whilst in a bank night safe b in transit whilst in the personal custody of you or any director, partner or authorised employee c whilst at your private residence or the private residence of any director, partner or authorised employee and either attended or secured in a locked, unspecified safe d whilst in the portion of the buildings occupied by you for business purposes and either attended or secured in a locked, unspecified safe e whilst at your private residence or the private residence of any director, partner or authorised employee whilst unattended and not secured in a locked safe f whilst in the portion of the buildings occupied by you for business purposes whilst unattended and not secured in a locked safe 	£2,000 £2,000 £2,000 £2,000 £500 £500
2 Crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax (VAT) purchase invoices	£250,000
3 Safes at your private residence or the private residence of any director, partner or authorised employee	Cost of repair or replacement

Basis of Settlement – Sub-Section D – Money

The maximum **we** will pay is the limit shown in the Table of Cover at the time of the **damage**.

For item 3, the maximum **we** will pay is the cost of repair or replacement at the time of the **damage**.

Extension to Sub-Section D – Money

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Theft by Directors, Partners or Employees

We will pay for **damage to money** arising from theft by, or the fraud or dishonesty of a fellow **director**, another **partner** or any **employee** (excluding sole **directors**) provided discovery occurs within 14 days of the event.

Exclusions to Sub-Section D – Money

1 Employees

We will not pay for any **damage to money**:

- a arising from theft by, or the fraud or dishonesty of, any **employee** or **director** which is covered by any other insurance policy
- b caused by any act of any **employee** not normally resident within the **territorial limits**
- c caused by any act of any labour master or labour only subcontractor or person hired or borrowed by **you** from another employer.

3 Error or Omission

We will not pay for shortage due to error or omission.

4 Unattended Vehicles

We will not pay for **damage to money** left unattended by **you**, a **director**, **partner** or **employee** in a vehicle.

5 Forgery and Fraud

We will not pay for any **damage**:

- a resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- b resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason.

Conditions Precedent to Liability – Sub-Section D – Money

Key Security

It is a condition precedent to **our** liability to pay claims for theft or attempted theft of **money** in excess of £500 from a safe that such are securely locked and their keys are:

- a held in the personal custody of **you** or any **director**, **partner** or authorised **employee**, or
- b locked in a safe, cupboard or drawer the key to which is held in the personal custody of **you** or any **director**, **partner** or authorised **employee** and removed from the **premises** whenever they are unattended.

Where a safe is secured by means of a combination lock rather than a key, the combination code must be known only to of **you** or any **director**, **partner** or authorised **employee**.

Sub-Section E – Assault By Thieves

The cover described below is only operative if shown on the **schedule**

Cover

We will pay **you** the appropriate benefits shown in the Table of Benefits if during the **period of insurance** an **insured person** is assaulted during theft or attempted theft of **property** or **money** insured by this **policy** and:

- a suffers **physical injury** which, independently of any other cause and within two years of the **physical injury**, results in death, **temporary total disablement**, **loss of limbs**, **eyes**, **hearing or speech**
- b sustains **damage** to their **personal belongings**.

Table of Benefits

Table of Benefits	Maximum Benefit
1 Temporary Total Disablement (payable for up to 104 weeks)	£100 per week
2 Loss of Limbs, Eyes, Hearing or Speech	£10,000
3 Permanent Total Disablement	£10,000
4 Death	£10,000
5 Personal Belongings	£1,000 per insured person

Payment of Benefits

Unless **we** agree otherwise in writing any claim under this sub-section will commence with payment of Benefit 1. If during the progress of a claim **we** agree with **you** that it is more appropriate to progress to Benefits 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefits 2 or 3 in respect of the same **physical injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **physical injury**.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of four weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one incident or series of incidents occurring in any one **period of insurance** in respect of any one person is 104 weeks from the commencement of the disablement.

For **personal belongings**, **we** will pay the full cost of replacement as new which shall be:

- a where any item of **personal belongings** is damaged, the repair of the **damage** and the restoration of the damaged portion of the item to a condition substantially the same but not better or more extensive than its condition when new
- b where any item of **personal belongings** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **personal belongings**, the maximum amount **we** will pay for **damage** is the amount shown in the Table of Benefits.

Extension to Sub-Section E – Assault By Thieves

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4, **we** will also pay for medical expenses incurred and arising from treatment following **physical injury** to an **insured person** during the **period of insurance**.

Our liability under this extension will not exceed £250 in respect of any one incident.

Conditions to Sub-Section E – Assault By Thieves

1 Medical Consultation

If an **insured person** sustains a **physical injury** which may result in a claim under this sub-section, such person shall consult a duly qualified medical practitioner and follow any medical advice given.

2 Discharge of Liability

When a payment is made under Benefits 2, 3 or 4 in respect of an **insured person**, **our** liability under this sub-section shall then cease in respect of that person.

3 Evidence of Physical Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense. The **insured person** will agree to medical examination, when reasonably required, at **our** expense during the period of incapacity. If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this sub-section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or such person submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**.

Where a claim is made for Benefit 4 **we** may require a post mortem at **our** expense.

Sub-Section F – Machinery Breakdown

The cover described below is only operative if shown on the **schedule**

Cover

We will pay for loss occurring during the **period of insurance** caused by an **accident** to **covered equipment**:

- a at the **premises**
- b during **transit** anywhere within the **territorial limits**
- c whilst temporarily removed from the **premises** to a location anywhere within the **territorial limits** provided that the **covered equipment**:
 - i remains under **your** control, or
 - ii is removed for the purpose of repair, replacement, restoration, service or modification.

All **accidents** that are the result of the same event will be considered one **accident**.

Limit

Our liability for each item under this sub-section in respect of one occurrence or all occurrences of a series consequent on or

attributable to one source or original cause will not exceed the amount of the limit stated for that item on the **schedule**.

Extensions to Sub-Section F – Machinery Breakdown

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Expediting Expenses

We will pay for the additional cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of, damaged **covered equipment**.

Our liability under this extension will not exceed £20,000 for any one **accident**.

2 Hire of Substitute Item

We will pay the hire charges incurred by **you** during the **period of insurance** for the hire, following an **accident** to **covered equipment**, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our liability under this extension will not exceed £10,000 for any one **accident**.

3 Costs of Reinstating Data

We will pay the costs incurred in reinstating onto **computer media, data** lost or damaged as a result of an **accident** to or **electrical derangement** of **computer equipment**. In addition, **we** will pay costs incurred, with **our** prior consent, in minimising or preventing the resulting interruption of or interference with **your** computer operations.

We will not pay for **damage** to software.

Our liability under this extension will not exceed £50,000 for any one **accident** or **electronic derangement** of **computer equipment**.

4 Hazardous Substances

We will pay for the additional cost to repair or replace **covered equipment** because of contamination by a hazardous substance, other than ammonia, that has been declared hazardous to health by a governmental agency including any additional expenses incurred to clean up or dispose of such **covered equipment**.

Our liability under this extension will not exceed £10,000 for any one **accident**.

5 Storage Tanks and Loss of Contents

We will pay for **damage** caused by an **accident** to oil or water storage tanks including connected pipework owned by **you** or for which **you** are responsible at the **premises**.

We will also pay for loss of the contents of oil storage tanks caused by:

- a leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- b contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

Our liability under this extension will not exceed £10,000 for any one **accident**.

6 Own Surrounding Property Damage

We will pay for **damage** to **property** belonging to **you** or in **your** custody and control and for which **you** are responsible at the **premises** directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Our liability under this extension will not exceed £1,000,000 for any one **accident**.

7 Debris Removal

We will pay for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

Our liability under this extension will not exceed £25,000 for any one **accident**.

8 Repair Costs Investigation

We will pay for costs incurred with **our** prior written consent relating to repair, investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident**.

Our liability under this extension will not exceed £25,000 for any one **accident**.

9 Public Authorities

The limit in respect of this sub-section includes an amount for additional costs incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw in:

- a reinstating the damaged parts of the **buildings**
 - b upgrading any undamaged parts of the **buildings**
- as a result of an **accident** to **covered equipment** that causes **damage** to **buildings** insured by this **policy**.

We will not pay for:

- i any such cost resulting from a notice served on **you** prior to the date of the **damage**
- ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** unless a longer period is agreed by **us** in writing.

10 Hired In Plant

For the purposes of this extension, Hired in Plant means mechanical, electrical or manually powered implements, materials containment, preparation and handling equipment, scaffolding, staging, ladders and similar equipment, site huts, cabins or similar contractors plant and equipment hired in by **you**.

We will pay all sums **you** become legally liable to pay under the terms of the hiring agreement for:

- a physical **damage** to plant hired in by **you**
- b continuing hiring charges for the plant following **damage** insured by this extension

whilst the plant is at the **premises** or whilst in **transit** (other than by sea or air) from one **premises** to another **premises**.

We will cover **your** liability to the extent required by:

- a the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous, or
- b other specific conditions agreed by **us** in writing.

In the event of a loss involving hire conditions more onerous than those covered by this extension the indemnity provided will be limited to liability under a or b above as applicable.

In addition, if legal proceedings are initiated against **you** with respect to an incident covered by this extension **we** will also pay legal expenses incurred by **you**, with **our** prior written consent.

We will not be liable for:

- i **damage** to any **property** on free loan or hire purchase to **you**

- ii **damage** to licensed cars, lorries, vans, trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade), quad bikes or motorcycles
- iii unexplained losses or losses discovered on the occasion of checks or inventories unless **you** can produce reasonable proof that such losses are as a result of an identifiable incident
- iv loss of use of the **property** insured by this extension or **consequential loss** of any kind
- v loss arising from any operation in which a load is shared between any items of lifting plant or lifting equipment unless the lifting operation is conducted in accordance with BS7121.

Our liability under this extension will not exceed £20,000 in any one **period of insurance**.

11 Energy Efficiency Improvements

We will pay for the additional cost incurred, with **our** prior written consent, to replace **covered equipment** damaged as a result of an **accident** with similar equipment that is better for the environment, safer and more efficient than the **covered equipment** being replaced.

Our liability under this extension for any one **accident** will not exceed 25% of the new replacement cost of the damaged **covered equipment** or £25,000 whichever is lower.

Exclusions to Sub-Section F – Machinery Breakdown

1 Pressure Testing and Insulation Testing

We will not pay for **damage** caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure or an insulation breakdown test of any type of electrical equipment.

2 Cyber Event

We will not pay for loss or damage of any kind caused by a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:

- a **virus**
- b **hacking**
- c **denial of service attack**.

3 Date Recognition

We will not pay for loss or damage of any kind caused by a failure of electronic equipment to correctly recognise, process or store any date.

4 Damage to Data and Computer Media

We will not pay for **damage** to **data** or **computer media** of any kind caused by:

- a programming error or programming limitation
- b **virus**
- c introduction of malicious code
- d loss of **data** (other than as specifically provided for under Extension 3 Costs of Reinstating Data)
- e loss of access
- f loss of use
- g loss of functionality.

5 Gradually Operating Causes

We will not pay for **damage** caused by or resulting from depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if **damage** is caused by an **accident**, **we** will pay for the resulting **damage**.

6 Resetting

We will not pay for **damage** to **covered equipment** caused by or resulting from any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting, or cleaning or by the performance of maintenance, but if the **damage** is caused by an **accident**, we will pay for the resulting **damage**.

7 Maintenance Agreement

We will not pay for **damage** recoverable under a maintenance agreement or any warranty or guarantee in place in respect of **covered equipment**.

8 Service Providers

We will not be liable to pay for any claim, cost or loss caused by the deliberate act of a **service provider** to restrict or withhold the provision of any services.

Conditions to Sub-Section F – Machinery Breakdown

1 Precautions

You shall take reasonable care to:
comply with any statute or order
ensure that insured items are properly maintained and used in accordance with manufacturers' recommendations
prevent **damage**.

2 Back-up Procedures

- a You must back-up all original **data** every seven days.
- b You must take all reasonable precautions to store and maintain records in accordance with the recommendations of the makers of the storage devices used.
- c If a **service provider** processes or stores **data** for you, you must ensure that the terms of the contract with the **service provider** allows for **data** to be backed up in accordance with this condition.

If you fail to comply with this condition, we may still pay a claim following loss of **data** if you are able to provide evidence that formal procedures were in place to ensure the safe storage and backing-up of **data** and that the failure was the result of an accidental oversight or circumstances beyond your control.

Extensions to the Property Section

1 Non Invalidation

The insurance under this section will not be invalidated by any act, omission, alteration or neglect unknown to you or beyond your control whereby the risk of **damage** is increased provided that you give us notice immediately on becoming aware of such act, omission, alteration or neglect. We will have the right to amend the premium, terms, conditions and exclusions of this **policy**, or may exercise our right to cancel this **policy** in accordance with General Condition 6 Our Cancellation Rights.

2 Professional Fees

The sums insured in respect of Sub-Section A – Buildings and Sub-Section B – Contents includes an amount in respect of architects', surveyors', legal and consulting engineers' fees incurred solely in connection with the repair or reinstatement of insured **property**.

We will not pay for claim preparation costs.

3 Removal of Debris

(Not applicable to Sub-Section F – Machinery Breakdown)

The sums insured in respect of Sub-Section A – Buildings and Sub-Section B – Contents includes an amount in respect of the costs incurred by you for the:

- a removal of debris of insured **property**

- b dismantling, demolishing, or shoring or propping of the **buildings**

as a result of accidental **damage** occurring during the **period of insurance** within the **territorial limits** to such **property** or **buildings** by any of the cover causes shown on the **schedule** against such item.

We will not pay for the costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site.

4 Parent and Subsidiary Companies

In the event of a claim arising under this section we agree to waive any rights, remedies or relief to which we become entitled by subrogation against any company standing in the relation of parent or subsidiary to you or any company which is a subsidiary of a parent company of which you yourself are a subsidiary in each case as defined in current legislation.

5 Damage by Emergency Services

We will pay for costs and expenses incurred by you, with our prior consent, in repairing, reinstating or making good, **damage** occurring during the **period of insurance** to **property** and grounds at the **premises** caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the **buildings** where there is believed to be a threat to their lives or combating or reducing **damage** to **property**.

Our liability under this extension will not exceed £50,000 in respect of any one loss.

6 Capital Additions

Where **buildings** are shown on the **schedule**, we will pay for accidental **damage** occurring during the **period of insurance** to:

- a alterations and additions to, but not appreciation in value of, the **buildings** insured by this **policy**
- b any newly acquired **buildings** within the **territorial limits** by any of the cover causes shown on the **schedule** against such items so far as they are not otherwise insured provided that:
 - i you tell us of the alteration, addition or acquisition within 30 days of it occurring
 - ii you request a change to this **policy** to cover the alteration, addition or acquisition or arrange specific insurance
 - iii you pay us an additional premium.

We will then tell you of any changes to the terms, conditions and exclusions of this **policy**.

Our liability under this extension at any one location will not exceed 20% of the total sum insured on **buildings** or £2,000,000 whichever is lower.

For the purposes of this extension only, the definition of **buildings** includes any newly acquired property pending notification to us within the 30 day limit.

No retrospective cover is permitted in respect of Extension 17 Terrorism (if operative).

7 Trace and Access

We will pay for the costs incurred by you, with our prior written consent, in:

- a locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **premises**
- b removing any walls, floors or ceilings for access and repairing or replacing them after repair of such pipe or apparatus has been completed.

We will not pay the cost of repairs to the actual pipes or apparatus.

Our liability under this extension will not exceed £50,000 in respect of any one loss.

8 Clearing of Drains

We will pay for costs incurred by **you** in cleaning, clearing or repairing drains, gutters or sewers at the **premises**, for which **you** are responsible, as a consequence of accidental **damage** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against **buildings** or **landlord's contents**.

9 Workmen

You can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- a structural alteration
- b demolition or partial demolition
- c compromising of the security protections to the **premises** that **you** have told **us** about and which **we** require as a condition of **your** insurance
- d the closure of the **buildings** or the occupant being required to vacate them

you must provide **us** with full details, and obtain **our** agreement, before work is commenced and **we** may advise **you** of restrictions to be imposed or the additional terms **we** require in order for cover to continue.

10 Loss of Oil and LPG

We will pay for the cost incurred by **you** in replacing oil or LPG accidentally lost from a fixed heating installation as a result of accidental **damage** occurring during the **period of insurance** to the fixed heating installation at the **premises** by any of the cover causes shown on the **schedule** against **buildings** or **landlord's contents**.

We will not be liable for any loss of oil or LPG:

- a not discovered within 180 days
- b arising during a period of **unoccupancy**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

11 Unauthorised Use of Electricity, Gas or Water

We will pay for electricity, gas or water charges **you** are responsible for arising from unauthorised use by persons taking possession or keeping possession or occupying the **premises** without **your** authority during the **period of insurance** provided that all practical steps are taken to terminate such unauthorised use as soon as it is discovered.

Our liability under this extension will not exceed £25,000 in respect of any one loss.

12 Metered Water and Gas Charges

We will pay for metered water or gas charges **you** are responsible for following accidental **damage** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against **buildings** or **landlord's contents** to the gas or water apparatus after the point of the service feed to the **premises**.

We will not pay for charges where **damage**:

- a is not discovered within 180 days
- b arises during a period of **unoccupancy**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

3 Fire Extinguishment and Resetting Expenses

We will pay for the cost of:

- a replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage**
- b replacing used sprinkler heads
- c re-setting fire and **intruder alarm systems** and closed circuit television systems at the **premises**.

We will not be liable for costs other than as a direct result of accidental **damage** insured by this section.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

14 Index Linking

The sums insured in respect of **buildings** and **landlord's contents** will be adjusted at monthly intervals in accordance with the index drawn up or used by **us** and **we** waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this **policy**, the premium will be adjusted to take account of the effect of indexation in the preceding **period of insurance**.

15 Malicious Damage by a Tenant or Lessee

Under item b of Cover Cause 2, **we** will pay for accidental **damage** occurring during the **period of insurance** to insured **property** at the **premises** caused by the malicious acts of **your** tenants and lessees.

We will not pay for any amount:

- a that is recoverable from **your** tenants or lessees
- b for which an indemnity is provided under Extension 16 Illegal Cultivation of Drugs of the Extensions to the Property Section for the same **damage**.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £10,000 in any one **period of insurance**.

16 Illegal Cultivation of Drugs

Under item b of Cover Cause 2, **we** will pay for accidental **damage** occurring during the **period of insurance** to insured **property** within or forming part of:

- a any **building**, or self-contained unit within a **building**, used exclusively for residential purposes, or
- b the residential portion of any **building** not used exclusively for residential purposes

as a consequence of the use of such **building** by **your** tenant or lessee for the manufacture, cultivation, harvesting or processing of any drug, classed as a controlled substance under the Misuse of Drugs Act 1971, without **your** or any **director's** or **partner's** knowledge or consent.

We will also pay for costs incurred by **you**, with **our** prior consent, in respect of any clean-up and remedial works necessary as a consequence of the use of the **building** for such purpose whether or not the insured **property** has been damaged.

We will not pay for any amount:

- i that is recoverable from **your** tenants or lessees
- ii for which an indemnity is provided under Extension 15 Malicious Damage by a Tenant or Lessee of the Extensions to the Property Section for the same **damage**.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £10,000 in any one **period of insurance**.

Condition Precedent to Liability to Extension 16 Illegal Cultivation of Drugs

It is a condition precedent to **our** liability to pay claims under this extension that **you** must:

- a obtain and record formal identification of any tenant or lessee
- b obtain and retain a written employers' or local authority reference for any new tenant or lessee
- c carry out an internal inspection of all parts of the **building** at least annually.

In the event of a claim, **you** may be required by **us** to produce documentary evidence that **you** complied with this condition.

17 Terrorism

If Terrorism cover is shown on the **schedule**, **we** will pay for **damage** or loss resulting from **damage** to insured **property** as shown on the **schedule** within the **territorial limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a in any action suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this extension the burden of proving that such **damage** is covered will be upon **you**
- b this extension is not subject to any of the exclusions specified in this **policy** other than as specified in exclusions i to vii of this extension
- c this extension is subject to all the terms and conditions of this **policy** unless otherwise specified in this extension
- d **our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **period of insurance** will not exceed the sums insured or limits shown on the **schedule** in respect of insured **property** or as otherwise specified in the **policy**.

We will not pay for:

- i **damage** to any **building** or **property** therein insured under this **policy**, in the name of an individual or individuals, which is occupied as a private residence or any part thereof which is so occupied except as expressly varied in exclusions ii and iv of this extension
- ii **damage** to blocks of flats and/or private dwelling houses or **property** therein insured under this **policy**, in the name of an individual or individuals, (other than where such individuals are sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) and provided they do not occupy any part of the property for their own residential purposes)
- iii **damage** to any **building** or **property** therein insured under this **policy**, in the name of an individual or individuals (where such individuals are trustees or executors of a will or beneficiaries of such trust or will), which is occupied as a private residence where any part of the **building** is occupied by such individuals except as expressly varied in exclusion iv of this extension
- iv **damage** to any **building** or **property** therein comprising mixed commercial and residential usage which is insured under this **policy**, in the name of an individual or individuals, and/or owned and/or occupied in any part by such individual or individuals unless the commercially occupied proportion of the **building** is more than 20%
- v chemical, biological or radioactive contamination defined as any losses whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:
 - a the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
- c chemical, biological or radiological irritants, contaminants or pollutants

in respect of properties occupied as a private residence or any part thereof which is so occupied and/or **property** therein insured under this **policy**, in the name of an individual or individuals, except where such properties are insured for **terrorism** under this extension by virtue of the variations to exclusions ii or iv of this extension

- vi riot, civil commotion, war and allied risks defined as any loss whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- vii remote digital interference defined as any losses whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
 - a **damage** to any **system**, or
 - b any alteration, modification, distortion, erasure or corruption of **data** whether owned by **you** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **hacking** or **phishing** or **denial of service attack**.

Proviso to exclusion vii

- 1 **We** will pay for the cost of reinstatement, replacement or repair in respect of **damage** to insured **property**.
- 2 **We** will pay for loss of **rent receivable** as a result of interruption of or interference with the **business** as a direct result of either:
 - i **damage** to insured **property**, or
 - ii **damage** to other **property** within one mile of the insured **property** by **terrorism** which prevents or physically hinders the use of or access to the insured **property**.
- 3 **Our** liability for any loss under items 1 and 2 of this proviso (which would otherwise fall within exclusion vii of this extension) is on the condition that such loss:
 - i results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **damage** to or movement of **buildings** or structures, plant or machinery other than any **system**, and
 - ii is not proximately caused by **terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.
- 4 If the **damage** to insured **property** indirectly results from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of one or more of the causes listed in item 3 i of this proviso results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **data**, **we** will pay **you** in accordance with items 1 or 2 of this proviso.
- 5 **We** will not pay for any losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **data** other than under item 4 of this proviso.

For the purposes of this proviso only, the definition of **property** excludes **data**, **money**, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-

negotiable instruments, financial securities or any other financial instrument of any sort whatsoever.

Condition to Extension 17 Terrorism

If this **policy** is subject to any Long Term Agreement or Undertaking it does not apply to this extension.

Condition Precedent to Liability to Extension 17 Terrorism

It is a condition precedent to **our** liability to pay claims that:

- a **you** have purchased cover in respect of **terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by **you** or for which **you** are responsible and that are eligible for such cover. A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- b the Treasury has issued a certificate certifying that **terrorism** is the cause of the loss or **damage** or, if the Treasury has refused to issue a certificate, a tribunal formed by agreement between **us** and Pool Reinsurance Company Limited concludes that **terrorism** was the cause of the loss or **damage**.

For the purposes of this condition, property and premises owned by **you** or for which **you** are responsible includes those pertaining to subsidiary companies unless such subsidiary has full control over its own insurance arrangements.

18 Terrorism – Residential Property

We will pay for **damage** to any **building** or **property** therein and subsequent loss of **rent receivable** or **cost of alternative accommodation** within the **territorial limits** caused by **terrorism** occurring during the **period of insurance** provided that:

- a the **buildings** are used exclusively as a private residence
- b the **property** is insured under this **policy**, in the name of an individual or individuals, (other than sole traders, partners in an unincorporated business partnership, trustees or executors of a will (or beneficiaries of such trust or will) unless any such individual occupies any part of the property for their own residential purposes)
- c in respect of **damage** to insured **property** and subsequent loss of **rent receivable** or **cost of alternative accommodation**, **our** liability in total for any one loss occurrence will not exceed the applicable sums insured or limits shown on the **schedule** or as otherwise specified in the policy wording.

We will not pay for any loss or **damage** whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:

- i chemical, biological or radiological irritants, contagions, contaminants, pollutants or germs including the threat of release or explosion of such
- ii the use or threat of use or explosion of any nuclear device or radioactive substance.

For the purpose of this extension, a loss occurrence means all individual losses arising during a continuous period of 12 hours.

19 Other Interested Parties

The interest of other parties in any **property** insured by this section and which forms the subject of a lease, loan or mortgage agreement or a written contract of hire between **you** and the interested party is noted in the insurance provided that, in the event of a claim, the nature and extent of such interest is disclosed to **us**.

20 Sprinkler Upgrade Costs

We will pay for the costs incurred by **you**, with **our** prior consent, following accidental **damage** to insured **property** by any of the

cover causes shown on the **schedule**, occurring during the **period of insurance**, to upgrade an automatic sprinkler system within the **buildings** in order to comply with current Loss Prevention Council (LPC) rules provided that:

- a at the time of the **damage** the system conformed to the LPC rules applicable at the date of its installation
- b the sprinkler installation has a complete service record up to the date of the **damage**.

21 Fly Tipping

We will pay for the costs incurred by **you**, with **our** prior consent, in removing property illegally deposited during the **period of insurance** within the boundaries of the **premises** including the cost of cleaning of the **premises** after such removal.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £10,000 in any one **period of insurance**.

We will not pay for any fly tipping occurring during a period of **unoccupancy**.

22 Unauthorised Occupation

If, during the **period of insurance**, unauthorised persons take possession, keep possession or occupy the **premises**, **we** will pay for the costs incurred by **you**, with **our** prior consent, in terminating such unauthorised use.

Our liability under this extension will not exceed £5,000 in respect of any one loss and £25,000 in any one **period of insurance**.

23 Tree Felling or Lopping

We will pay for costs incurred by **you**, with **our** prior consent, for felling or lopping of trees at the **premises** during the **period of insurance** where they pose an immediate threat to the safety of persons or the **buildings**.

Our liability under this extension will not exceed £5,000 in respect of any one loss.

No **excess** shall apply in respect of this extension not as otherwise shown on the **schedule**.

24 Removal of Nests

We will pay for costs incurred by **you**, with **our** prior consent, in removing wasps' or bees' nests from the **premises** during the **period of insurance**.

Our liability under this extension will not exceed £1,000 in respect of any one loss.

No **excess** shall apply in respect of this extension not as otherwise shown on the **schedule**.

Exclusions to the Property Section

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Excluded Damage

We will not pay for **damage** which is not identifiable with a specific event.

3 Vehicles and Craft

We will not pay for **damage** to **vehicles** licensed for road use (including their contents or accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

4 Excluded Losses

We will not pay for **damage** due to any wear and tear, delay, loss of market, strikes, reduction in value or **consequential loss** of any kind.

5 Excluded Property

We will not pay for **damage** to:

- a buildings or structures in the course of construction or erection at the **premises** and materials or supplies in connection therewith unless otherwise shown
- b land (other than item h of the **buildings** definition if **buildings** are insured by Sub-Section A – Buildings or as provided by Extension 5 Damage by Emergency Services), piers, jetties, bridges, culverts or excavations
- c animals, birds, fish or any living thing
- d growing crops, plants or trees
- e precious stones, jewellery or articles made from gold, silver or other precious metals or incorporating precious stones (except where cover is provided for personal belongings)
- f **money**, stamps, certificates, cheques, securities or documents.

6 Other Insurances

We will not pay for **damage** to **property** more specifically insured except where such **property** is, at the time of **damage** insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies.

We will however only pay the excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

Basis of Settlement – Property Section

We will pay **you** the value of **property** insured at the time of the **damage** or, at **our** option, reinstate, replace or repair such **property** or any part of such **property** in accordance with the following bases of settlement. We will not be bound to reinstate exactly, but only as circumstances permit. We will not pay for claim preparation costs.

For **property**, the maximum amount we will pay for **damage** is the sum insured or limit shown on the **schedule** in respect of such **property** (subject to any inner limit otherwise specified in the policy wording) and adjusted in accordance with Extension 14 Index Linking to the Property Section where applicable.

1 Reinstatement

For items insured by Sub-Section C – Glass, Blinds and Signs, Sub-Section F – Machinery Breakdown or where R is shown as the basis of settlement on the **schedule**, the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

2 Day One

For items where D is shown as the basis of settlement on the **schedule**, the basis of settlement of any claim shall be as per 1 Reinstatement but, at inception of this **policy**, **you** must also provide **us** with the **declared value** of each item of **property** insured on this basis. **You** must also provide **us** with such **declared values** at each subsequent **period of insurance** and if **you** fail to do this, we will use the last amount provided by **you** as the **declared value** for the ensuing **period of insurance** (adjusted

in accordance with Extension 14 Index Linking to the Property Section where applicable).

Special Provisions

In the event of a claim, the following special provisions apply:

- i if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, we will settle the claim in accordance with Basis of Settlement 3 Indemnity
- ii when any **property** insured by this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- iii no payment beyond indemnity shall be made until the cost of replacement has actually been incurred.

3 Indemnity

For **buildings** where I is shown as the basis of settlement on the **schedule**, the amount we will pay following insured **damage** is the cost of:

- a rebuilding, or
- b repair of the damaged portion of the **building** to a condition equal to but not better or more extensive than its condition immediately prior to the **damage** (less a reduction for wear and tear).

If **you** decide not to rebuild or repair the **building** (and **we** do not exercise **our** option to rebuild or repair), the amount we will pay is the diminution in its market value immediately following the **damage** but not exceeding the amount that would have been payable if the **building** had been rebuilt or repaired.

If the **building** was awaiting demolition at the time of the **damage**, the amount we will pay is the cost of:

- i dismantling or demolishing of the **buildings**
- ii removal of debris.

We will not pay for costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site.

For any other **property** where I is shown as the basis of settlement on the **schedule**, the amount we will pay following insured **damage** is the cost of repair or replacement (less a reduction for wear, tear and depreciation) up to the trade market value of the item in a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

Condition Precedent to Liability – Property Section

Electrical Installation Inspection and Testing

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire that:

- a the fixed electrical installation at the **premises** must be inspected and tested at five yearly intervals by a contractor:
 - i enrolled by the National Inspection Council for Electrical Installation Contracting (NICEIC), or
 - ii approved by the Electrical Contractors' Association (ECA), or
 - iii accredited by the National Association of Professional Inspectors and Testers (NAPIT), or
 - iv a member of Electrical Contractors' Association of Scotland (SELECT)and any defects identified remedied in accordance with the IET Wiring Regulations
- b all electrical testing reports and certificates must be retained by **you** and made available to **us** on request.

Loss of Rent Section

Sub-Section A – Rent

The covers described below are only operative if shown on the **schedule**

Cover

Rent Receivable

We will pay for loss of **rent receivable** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to insured **property** at the **premises** by any of the cover causes shown on the **schedule** against **rent receivable**.

Extensions to Sub-Section A – Rent

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Documents

We will pay for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to computer records, business books, manuscripts, plans and designs or other documents belonging to **you** or held in trust by **you** by any of the cover causes shown on the **schedule** against **rent receivable** whilst:

- a temporarily at premises not in **your** occupation, or
- b whilst in transit within the **territorial limits** and travelling between the specified territories.

2 Denial of Access

We will pay for loss of **rent receivable** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** within a radius of 1km of the **premises** or **your** managing agents' premises by any of the cover causes shown on the **schedule** against **rent receivable** which prevents or physically hinders the use of or access to the **premises** or **your** managing agents' premises, whether or not there has been **damage to property** at the **premises** or **your** managing agents' premises.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

3 Public Utilities

We will pay for loss of **rent receivable** as a direct result of accidental failure occurring during the **period of insurance** of:

- a wireless or wired telecommunications services
- b the public supply of water, electricity or gas at the terminal ends of the supply company's feed at the **premises**.

We will not be liable for:

- i the deliberate act of the supplier to restrict or withhold the supply
- ii atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- iii a fault in any part of the installation **you** are responsible for at the **premises**
- iv drought
- v any interruption of or interference with the **business** as a direct result of a failure of wireless or wired

telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

4 Managing Agents

We will pay for loss of **rent receivable** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** at the premises of **your** managing agents by any of the cover causes shown on the **schedule** against **rent receivable**.

We will not pay for any loss as a result of **damage** at any premises not within the **territorial limits**.

Our liability under this extension will not exceed £25,000 in any one **period of insurance**.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

5 Automatic Increase in Sum Insured

The sum insured by this sub-section is increased by an amount not exceeding 100% to allow for increases arising out of rent reviews occurring within the **indemnity period**. This extension shall not apply in respect of increases already agreed at the inception of the **period of insurance** in which the loss occurs.

6 Diseases (Premises), Poisoning, Vermin, Defective Drains, Murder or Suicide

We will pay for loss of **rent receivable** resulting from interruption of or interference with the **business** as a direct result of:

- a any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises**: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
- b any occurrence of food or drink poisoning attributable to food or drink supplied from the **premises**
- c the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- d any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- e any occurrence of murder or suicide at the **premises** during the **period of insurance**.

We will not pay for any costs incurred in the cleaning, repair, replacement, recall or checking of **property**, **data** or the **premises**.

For the purposes of this extension, the **indemnity period** means the period during which the results of the **business** are affected in consequence of the occurrence, discovery or accident beginning:

- i in the case of a, b and e above, with the date of the occurrence or discovery (whichever occurs first), or

- ii in the case of c and d above, with the date from which local authority restrictions are applied to the **premises** and ending not later than three months thereafter.

Our liability under this extension will not exceed £100,000 in any one **period of insurance**.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

7 Loss of Attraction

We will pay for loss of **rent receivable** resulting from interruption of or interference with the **business** as a direct result of accidental **damage** occurring during the **period of insurance** to **property** within a radius of 1km of the **premises** by any of the cover causes shown on the **schedule** against **rent receivable** which:

- a solely and directly results in a fall in the number of customers to the **premises**
- b avoids or delays an agreement which is in the course of negotiation to rent or lease the **buildings**.

We will not pay for:

- i any loss during the first 24 hours of the **indemnity period**
- ii any loss arising from or in connection with the obstruction of roads, streets or any other rights of way due to weather or climatic conditions.

For the purposes of this extension, the **indemnity period** is three months and not as otherwise stated.

Our liability under this extension will not exceed £100,000 in any one **period of insurance**.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

8 Buildings Awaiting Sale

If, at the time of **damage** insured by this **policy**, **you** have contracted to sell **your** interest in any **building** at the **premises** and the sale is cancelled or delayed solely in consequence of the **damage**, the amount payable by **us** under this sub-section may, at **your** option, be as follows:

- 1 during the period prior to the date upon which but for the **damage** the **building** would have been sold, the reduction in the **rent receivable** solely in consequence of the **damage**
- 2 during the period commencing with the date upon which but for the **damage** the **building** would have been sold and ending with the actual date of sale or when the building has been restored to its pre-damaged condition or with the expiry of the **indemnity period** whichever is earlier during which the results of the **business** are affected in consequence of the **damage**
 - a the loss in respect of interest being:
 - i the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the **business**
 - ii the investment interest lost to **you** on any balance of the sale proceeds (after the deduction of any capital borrowed as provided for under item a i above) less any **rent receivable**.
 - b the additional expenditure being:
 - i additional expenses incurred in consequence of the **damage** solely to avoid or minimise the loss payable under 1 and 2 above but not exceeding the amount of loss avoided by such expenditure
 - ii additional legal fees or other costs incurred solely as a result of the cancellation or delay of the sale in consequence of the **damage** but not exceeding

an amount equivalent to the expenditure incurred immediately prior to the **damage**.

Provided that the amount payable under this extension will not exceed the **rent receivable** that would have been earned had the **building** been leased or rented.

9 Bomb Scare

We will pay for loss of **rent receivable** resulting from interruption of or interference with the **business** as a direct result of the action of the relevant competent authority in prohibiting access to the **premises** for the sole purpose of protecting the public from the risk of death or **injury** following the:

- a discovery of a suspected or actual presence of an incendiary or explosive device on or within a radius of 1km of the **premises**
- b occupation of the **premises**, or other premises within a 1km radius, by members of a group or organisation as an act of **terrorism**.

We will not pay for:

- i losses resulting from any incident that interrupts the **business** for less than 48 hours
- ii any interruption or interference with the **business** which exceeds three months in length from the date of the application of restrictions by the relevant competent authority
- iii any period when access to the **premises** is temporarily allowed
- iv eviction costs
- v losses resulting from any **damage** to the **premises**.

The Property Insurance exclusion to the Loss of Rent section does not apply to this extension.

10 Loss of Book Debts

We will cover **you** for loss if **you** are unable to trace or establish the **outstanding debit balances** as a result of accidental **damage** occurring during the **period of insurance** to **your** accounting or other business books or records by any of the cover causes shown on the **schedule** against this sub-section whilst at the **premises**, **your** private residence or the private residence of any **director**, **partner** or authorised **employee** or temporarily removed elsewhere within the **territorial limits**.

Payment will not exceed:

- a the difference between the **outstanding debit balances** and the total of the amounts received or traced, and
- b the additional expenditure incurred, with **our** prior consent, in tracing and establishing the **outstanding debit balances** after the **damage**.

We will not pay for losses resulting from:

- i books or records being mislaid or misfiled
- ii deliberate falsification of business records
- iii distortion, erasure or corruption of information on **computer media** or other records:
 - a due to the presence of magnetic flux unless such flux results from lightning
 - b whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the machine or apparatus
 - c due to defects in such records.

11 Additional Increase in Cost of Working

We will pay for **additional increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** occurring during the **period of insurance** to

property used by the **business** at the **premises** by any of the cover causes shown on the **schedule** against **rent receivable**.

Our liability under this extension will not exceed £5,000 in any one **period of insurance**.

Sub-Section B – Alternative Accommodation

The cover described below is only operative if shown on the schedule

Cover

If any **building** or portion of any **building** which is occupied as a private residence is rendered uninhabitable or inaccessible as a direct result of accidental **damage** occurring during the **period of insurance** to such **building** by any of the cover causes shown against this sub-section on the **schedule**, **we** will pay for the **cost of alternative accommodation** incurred by **you** during the **indemnity period**.

We will not pay for costs arising:

- a once the **buildings** become habitable or accessible again
- b after the **indemnity period** shown on the **schedule** has expired.

Extensions to Sub-Section B – Alternative Accommodation

(Subject to the terms, conditions and exclusions of these sub-sections, this section and this **policy**)

1 Denial of Access

We will pay for the **cost of alternative accommodation** incurred by **you** as a direct result of accidental **damage** occurring during the **period of insurance** by any of the cover causes shown on the **schedule** against this sub-section to **property** within a radius of 1km of the **premises** which prevents or physically hinders the use of or access to the **premises**.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

2 Public Utilities

We will pay for the **cost of alternative accommodation** incurred by **you** as a direct result of accidental failure occurring during the **period of insurance** of:

- a wireless or wired telecommunications services
- b the public supply of water, electricity or gas at the terminal ends of the supply company's feed at the **premises**.

We will not be liable for:

- i the deliberate act of the supplier to restrict or withhold the supply
- ii atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
- iii a fault in any part of the installation **you** are responsible for at the **premises**
- iv drought
- v any interruption of or interference with the **business** as a direct result of a failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance exclusion to the Loss of Rent Section does not apply to this extension.

Sub-Section C – Machinery Breakdown

The cover described below is only operative if shown on the **schedule**

Cover

We will pay for loss of **rent receivable** occurring during the **period of insurance** directly arising from an **accident** to **covered equipment**:

- a at the **premises**
- b during **transit** anywhere in the **territorial limits**
- c whilst temporarily removed from the **premises** to a location anywhere within the **territorial limits** provided that the **covered equipment**:
 - i remains under **your** control, or
 - ii is removed for the purpose of repair, replacement, restoration, service or modification

provided **we** have admitted liability under Sub-Section F – Machinery Breakdown of the Property Section.

Limit

We will pay for loss of **rent receivable** as calculated under Sub-Section A – Rent subject to the limit shown on the **schedule** for Sub-Section C – Machinery Breakdown.

Extensions to Sub-Section C – Machinery Breakdown

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Computer Operations

Unless otherwise excluded, **we** will pay for the costs incurred in minimising or preventing the resulting interruption of or interference with **your** computer operations following an **accident** to, or **electronic derangement** of, **computer equipment** insured by the Property Section for which **we** have admitted liability under Sub-Section F – Machinery Breakdown.

Our liability under this extension will not exceed £50,000 in any one **period of insurance**.

2 Additional Access Costs

We will pay for additional cost incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

Our liability under this extension will not exceed £20,000 for any one **accident** and £100,000 in any one **period of insurance** except for losses resulting from an **accident** to **computer equipment** where **our** liability will not exceed £20,000 for any one **accident** and £50,000 in any one **period of insurance**.

3 Service Providers

We will pay for loss as calculated under Sub-Section A – Rent subject to the limit shown on the **schedule** for Sub-Section C – Machinery Breakdown, directly arising from an **accident** to **covered equipment** which occurs at **your service provider's** premises.

The proviso that liability must be admitted under Sub-Section F – Machinery Breakdown of the Property Section does not apply to this extension.

4 Public Relations Costs

In the event of financial loss and with **our** prior written agreement **we** will pay the cost for the services of professional

public relations firm to assist **you** in creating and disseminating communications to:

- a the media
- b the public
- c **your** customers and clients.

Our liability under this extension will not exceed £25,000 for any one **accident**.

Exclusions to Sub-Section C – Machinery Breakdown

1 Back-up Procedures

We will not be liable for delay in resuming operations due to the need to reconstruct or re-input **data** onto **computer media** where **you** have not fully complied with Condition 2 Back-up Procedures to Sub-Section F – Machinery Breakdown of the Property Section.

2 Own Surrounding Property Damage

We will not be liable under this sub-section for loss resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Automatic Rent and Alternative Accommodation Cover

Buildings or Portions of Buildings Occupied as a Private Residence

This cover is only operative if shown on the **schedule** and neither Sub-Section A – Rent nor Sub-Section B – Alternative Accommodation are shown as insured

Cover

We will pay for loss of **rent receivable** and the **cost of alternative accommodation** in accordance with the cover shown in Sub-Section A – Rent and Sub-Section B – Alternative Accommodation (including the extensions to each sub-section) solely in respect of any **building** or portion of any **building** occupied as a private residence.

The cover provided is subject to:

- a the applicable cover causes being as shown on the **schedule** against Sub-Section A – Buildings of the Property Section
- b the total amount payable for loss of **rent receivable** and the **cost of alternative accommodation** combined not exceeding 30% of the sum insured shown on the **schedule** in respect of Sub-Section A – Buildings of the Property Section (or in respect of the extensions to Sub-Section A – Rent, the limit stated therein if lower)
- c a maximum **indemnity period** of 36 months (unless otherwise stated).

Cover excludes Sub-Section C – Machinery Breakdown.

Extensions to the Loss of Rent Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

1 Terrorism

Where Extensions 17 Terrorism or 18 Terrorism – Residential Property of the Property Section is operative, **terrorism** cover is also provided by this section. Any payment in respect of **terrorism** under this section will be subject to the same exclusions and conditions applicable to that extension.

2 Claim Preparation Costs

We will pay for:

- a charges payable by **you** to **your** accountant, auditor or other professional consultant (other than **your agent**)
- b additional costs incurred by **you** for an **employee** to produce particulars, details, proofs, information or evidence that **we** may require in connection with any claim for which **we** have admitted liability under this section and where the cost of the claim exceeds £50,000.

We will not pay for any amount in excess of £25,000 in any one **period of insurance**.

3 Parent and Subsidiary Companies

In the event of a claim arising under this section **we** agree to waive any rights, remedies or relief to which **we** become entitled by subrogation against:

- a any company standing in the relation of parent or subsidiary to **you** or any company which is a subsidiary of a parent company of which **you** yourself are a subsidiary in each case as defined in current legislation
- b a tenant or lessee in respect of **damage** to the part of the **buildings** they occupy or to common parts of the **buildings** resulting in interruption of or interference with the **business** unless such **damage** arises out of a criminal, fraudulent or malicious act of the tenant or lessee.

Exclusion to the Loss of Rent Section

Property Insurance

Unless otherwise stated, **we** will not pay for any loss unless at the time of the **damage** to **property** resulting in interruption of or interference with the **business** there is in force an insurance policy covering **your** interest in the **property** for the **damage** and:

- a payment has been made or liability admitted for the **damage**, or
- b payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the policy.

Basis of Settlement – Loss of Rent Section

1 Rent Receivable

We will calculate the loss of **rent receivable** as follows:

- a the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the amount that should have been received, and
- b the additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the reduction in **rent receivable** avoided

less any sum saved during the **indemnity period** in respect of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**.

2 Maximum Amount Payable

The maximum amount **we** will pay under this section will not exceed in any one **period of insurance** the sums insured or limits shown on the **schedule** (subject to any inner limit otherwise specified in the policy wording).

3 First Financial Year

In the event of accidental **damage** occurring before the expiry of the first financial year of the **business**, the results of the **business** to the date of the **damage** will be used as a basis upon which to

assess what the **rent receivable** for the first financial year would have been had such **damage** not occurred.

4 Unoccupied Buildings

If, during the **period of insurance**, accidental **damage** occurs during a period of **unoccupancy** to any **building** or portion of any **building** by any of the cover causes shown against this subsection on the **schedule**, **our** liability will:

- a not exceed the **rent receivable** for the period of reinstatement or repair
- b be calculated based solely upon any tenancy agreement in respect of such **building** in existence at the time of the **damage** occurring.

5 Value Added Tax (VAT)

To the extent that **you** are accountable to the tax authorities for Value Added Tax (VAT), all terms in this section will be exclusive of this tax.

Liability Section

Sub-Section A – Employers’ Liability

The cover described below is only operative if shown on the **schedule**

Cover

We will pay the amount of damages and **claimants’ costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** sustained by any **employee** caused during the **period of insurance** arising out of and in the course of their engagement by **you** for the purposes of the **business** and occurring within the **territorial limits**.

We will also pay **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section for one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of **terrorism**, £5,000,000
- b in respect of all other claims, the employers’ liability limit of indemnity shown on the **schedule**.

The limit of indemnity is inclusive of all damages, **claimants’ costs and expenses** and **your costs and expenses**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section A – Employers’ Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter – Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a the defence of criminal proceedings brought against **you**
 - b an appeal against a conviction
- in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent legislation in the Channel Islands or the Isle of Man, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i for the payment of fines or penalties
- ii for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iii for costs and expenses in connection with remedial orders or publicity orders
- iv for costs and expenses in connection with a charge or investigation which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations

- v for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section B – Public Liability
- vii for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- viii if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** incurred in:

- a the defence of a prosecution
 - b an appeal against a conviction
- for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
- i was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
 - ii relates to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a for the payment of fines or penalties
- b for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- c for costs and expenses in connection with remedial orders
- d for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- g if an indemnity is provided by any other insurance.

3 Unsatisfied Court Judgments

If a judgment for damages or costs is obtained by an **employee** or their personal representatives for an **injury** sustained by the **employee** within the **territorial limits**, **we** will, at **your** request, pay to the **employee** or their personal representatives the amount of such compensation to the extent that it remains unsatisfied provided that:

- a the **injury** is caused during the **period of insurance**
- b the **injury** arises out of their engagement by **you** in the course of the **business**
- c the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- d the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e the judgment was against a company, partnership or individual other than **you**, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f the judgment is not the subject of an outstanding appeal
- g if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

4 Injury to a Working Partner or Proprietor

For the purposes of this sub-section only, **we** will regard as an **employee** any working **partner** or proprietor of the **business** who sustains an accidental **injury** provided that such **injury** is:

- a sustained by the working **partner** or proprietor whilst working in connection with the **business** during the **period of insurance** and within the **territorial limits**
- b caused by the negligence of another working **partner** or another **employee**.

5 Work Away from the Premises

Unless otherwise shown on the **schedule**, **we** will cover **you** in respect of legal liability incurred by **you** for accidental **injury** to **directors** or **employees** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man occurring during the **period of insurance** and arising from work undertaken by them in the course of the **business** away from the **premises** as follows:

- a Work undertaken within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man is limited to:
 - i the delivery or collection of **money** or goods to or from the **premises** (but not the carriage of goods for hire or reward)
 - ii clerical, sales or administrative work
 - iii participation as an exhibitor or attendee in exhibitions, trade shows and conferences (excluding any hosting or management of such).
- b Work undertaken elsewhere in the world is limited to:
 - i clerical, sales or administrative work
 - ii participation as an exhibitor or attendee in exhibitions, trade shows and conferences (excluding any hosting or management of such)
 for a maximum duration of six months in any one **period of insurance**.

Exclusion to Sub-Section A – Employers' Liability

Use of Vehicles

We will not pay for liability for **injury** for which **you** are required to arrange insurance or security in accordance with road traffic legislation.

Condition to Sub-Section A – Employers' Liability

Right of Recovery

The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** within the **territorial limits** but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Sub-Section B – Public Liability

The cover described below is only operative if shown on the **schedule**

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
 - b **damage to property**
 - c obstruction, trespass, nuisance or interference with any right of way, light, air or water
- occurring during the **period of insurance** and arising in the course of the **business** and within the **territorial limits**.

We will also pay **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section for one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of **terrorism**, £2,000,000 or the public liability limit of indemnity shown on the **schedule** whichever is lower
- b in respect of all other claims, the public liability limit of indemnity shown on the **schedule**.

The maximum amount **we** will pay in any one **period of insurance** for all claims arising out of or in connection with **pollution or contamination** will not exceed the public liability limit of indemnity shown on the **schedule**.

Where liability arises out of or in connection with **terrorism** or **pollution or contamination**, the limit of indemnity is inclusive of all damages, **claimants' costs and expenses** and **your costs and expenses**. For all other claims, **your costs and expenses** are payable in addition to the limit of indemnity.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section B – Public Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter– Legal Defence Costs

We will pay **your costs and expenses** incurred in connection with:

- a the defence of criminal proceedings brought against **you**
 - b an appeal against a conviction
- in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent legislation in the Channel Islands or the Isle of Man, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- i for the payment of fines or penalties
- ii for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- iii for costs and expenses in connection with remedial orders or publicity orders
- iv for costs and expenses in connection with a charge or investigation which was as a result of an intentional or

deliberate breach of or reckless disregard for statutory regulations

- v for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- vi for costs and expenses in connection with proceedings or an appeal for which a claim has been admitted under Sub-Section A – Employers’ Liability
- vii for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- viii if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work etc. Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner or employee** in respect of **your costs and expenses** incurred in:

- a the defence of a prosecution
 - b an appeal against a conviction
- for a breach, or an investigation in connection with a breach, of the Health and Safety at Work etc. Act 1974 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man provided that the offence under such legislation:
- i was committed, or is alleged to have been committed, in the course of the **business** during the **period of insurance**
 - ii does not relate to the health, safety and welfare of an **employee**.

We will also pay for prosecution costs awarded against **you**.

We will not be liable:

- a for the payment of fines or penalties
- b for intervention fees payable under the Health and Safety (Fees) Regulations 2012 or equivalent legislation in Northern Ireland, the Channel Islands or the Isle of Man
- c for costs and expenses in connection with remedial orders
- d for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- e for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f unless each **director, partner or employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- g if an indemnity is provided by any other insurance.

3 Data Protection

Following a breach of personal data (as defined in the law applicable) occurring during the **period of insurance** in the course of the **business**, **we** will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage, either material or non-material, under the provisions of Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England,

Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Article 83 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

provided that **you** are included in the register maintained by the Information Commissioner’s Office (ICO) or the equivalent in the Channel Islands or are in the process of registration and such registration has not been refused or withdrawn.

We will not be liable:

- i for any deliberate act or omission by **you** or any **director, partner or employee** from which **you** or they could have reasonably expected liability or costs to attach
- ii for liability, defence or prosecution costs arising from the recording, processing or provision of data for reward or to determine the financial status of any person
- iii for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- iv for costs and expenses incurred in rectifying, replacing, reinstating, destroying or erasing data
- v for costs and expenses incurred in investigating a personal data breach or in the reporting of such to the ICO
- vi for the payment of fines or penalties
- vii if an indemnity is provided by any other insurance.

4 Defective Premises Act 1972

We will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury**
- b **damage to property**

arising solely by reason of:

- i Section 3 of the Defective Premises Act 1972, or
- ii Section 5 of the Defective Premises (Northern Ireland) Order 1975

in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** will not be liable:

- a for the cost of remedying any defect or alleged defect in the premises
- b if an indemnity is provided by any other insurance.

5 Leased, Hired or Rented Premises

We will cover **you** in respect of legal liability incurred by **you** as a tenant of premises **you** lease, rent or hire for the purpose of the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

- a accidental **damage** to buildings including any landlord’s fixtures and fittings
- b reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description

We will not pay for claims where liability attaches to **you** solely due to the terms of the tenancy or any other agreement.

6 Motor Contingent Liability

We will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury**
- b **damage to property**

arising out of the use of any motor vehicle in the course of the **business** provided that **we** will not be liable:

- i for any vehicle owned or provided by **you** or any **principal** for whom **you** are working or any subcontractor acting for **you** or on **your** behalf
- ii for **damage** to such vehicle or to goods conveyed in or on it
- iii for any vehicle being driven by any person **you** or **your** representative know does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- iv if an indemnity is provided by any other insurance or security
- v for liability arising outside **Europe**
- vi to provide cover in respect of any party other than **you**.

7 Wrongful Arrest

We will pay **your costs and expenses, claimants' costs and expenses** and for damages awarded against **you** or any **director, partner or employee** as a result of charges of wrongful arrest, malicious prosecution or false imprisonment being brought against **you** or any **director, partner or employee** provided that:

- a the wrongful arrest, malicious prosecution or false imprisonment occurred or is alleged to have occurred during the **period of insurance** and in the course of the **business**
- b the person subjected to such wrongful arrest, malicious prosecution or false imprisonment is not a **director, partner or employee**.

8 Work Away from the Premises

We will cover **you** in respect of legal liability incurred by **you** for accidental:

- a **injury**
- b **damage to property**

occurring during the **period of insurance** and arising from work undertaken by **you** or any **director, partner or employee**, where such persons are normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, in the course of the **business** away from the **premises** as follows:

- i Work undertaken within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man is limited to:
 - a the delivery or collection of **money** or goods to or from the **premises** (but not the carriage of goods for hire or reward)
 - b clerical, sales or administrative work
 - c participation as an exhibitor or attendee in exhibitions, trade shows and conferences (excluding any hosting or management of such).
- ii Work undertaken elsewhere in the world is limited to:
 - a clerical, sales or administrative work
 - b participation as an exhibitor or attendee in exhibitions, trade shows and conferences (excluding any hosting or management of such)for a maximum duration of six months in any one **period of insurance**.

We will not pay for liability arising from or in connection with the ownership or occupation of land or buildings.

9 Movement of Obstructing Vehicles

We will cover **you** in respect of legal liability arising from **you** or an authorised **employee** acting on **your** behalf moving any obstructing motor vehicle that is not owned or hired by or lent to **you** or them to allow access to the **premises** or the movement of another vehicle provided that:

- a vehicle movements are made only by use of the owner's ignition key
- b the person moving the vehicle is competent to do so
- c **we** will not be liable for:

- i **damage** to the moved vehicle or goods carried in or on it
- ii the movement of a vehicle in circumstances where compulsory insurance or security is required by law.

10 Overseas Personal Liability

We will cover any **you** or any **director, partner or employee** or any member of their family accompanying **you** or them in respect of legal liability incurred in a personal capacity arising out of accidental:

- a **injury** to any person
- b **damage to property** occurring during the **period of insurance** during visits of less than six months duration in the course of the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:
 - i the conduct and control of all claims is vested in **us**
 - ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

We will not pay for:

- a liability arising from or in connection with:
 - i any business, profession or trade
 - ii the ownership or occupation of land or buildings
 - iii the ownership, possession or use of:
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non-mechanically propelled craft less than nine metres in length used on inland waters)
 - animals (other than pet domestic animals)
- iv **property** held in trust
- v **injury** to any **director, partner or employee** or member of their family accompanying them
- b liability more specifically insured
- c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

11 Legionellosis

General Exclusion 6 Pollution or Contamination will not apply in respect of **legionellosis** provided that:

- a **we** will not be liable for **legionellosis** occurring prior to the commencement of cover under this section
- b **we** will not be liable unless:
 - i claims are first made in writing to **you**, a **director** or **partner** during the **period of insurance**, or
 - ii the first notification of **injury** or alleging **injury** or of any incidents which may give rise to a claim made to **you**, a **director** or **partner** is notified to **us** during the **period of insurance** or within 30 days of expiry of the same **period of insurance**
- c **we** will not be liable for any **legionellosis** occurring in the United States of America or any territory within its jurisdiction or Canada
- d all **legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e the maximum amount **we** will pay including damages, **claimants' costs and expenses** and **your costs and expenses** for **pollution and contamination** arising from or in connection with **legionellosis** during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**
- f where more than one party is entitled to indemnity under this extension, **our** total combined liability to all parties will not

exceed the public liability limit of indemnity shown on the **schedule** in any one **period of insurance**.

Exclusions to Sub-Section B – Public Liability

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Products Supplied

We will not pay for liability arising from or in connection with any **products supplied** other than food or drink supplied to **your** non-paying guests.

3 Employees

We will not pay for **injury** sustained by any **employee** arising out of and in the course of their employment by **you**.

4 Vehicles and Craft

We will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if **you** are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages.

5 Property in Your Possession

We will not pay for **damage** to:

- a **property** belonging to **you**
- b **property** held in trust or in the custody or control of **you** or any **director, partner** or **employee**

but this exclusion will not apply to:

- i any personal **property** (including motor vehicles) of any **director, partner, employee** or visitor of **yours**
- ii leased, hired or rented premises as provided by Extension 5 Leased, Hired or Rented Premises of this sub-section.

6 Property Worked On

We will not pay for liability in respect of **damage** to **property** worked on where the **damage** is as a direct result of the work undertaken.

7 Contractual Liability

We will not pay for liability assumed under the terms of a contract or agreement unless liability would also have attached in the absence of such contract or agreement and such liability is otherwise covered by this **policy**.

Where liability has been assumed under the terms of a contract or agreement where liability would not have attached in the absence of such contract or agreement, **we** will only pay if **we** have complete control of any proceedings and the settlement of any claim and provided that **we** will not pay for liability arising from or in connection with:

- a **products supplied**
- b liability that is not otherwise covered by this **policy**
- c **damage** to **property** forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith
- d **damage** to **property** for which **you** are required to effect insurance under the terms of a contract or agreement (except as otherwise provided by Extension 5 Leased, Hired or Rented Premises).

8 Advice

We will not pay for liability arising:

- a out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
- b from a failure to give advice or any lack of professional skill.

9 Jurisdiction

We will not pay for any claim made in the courts of a country outside **Europe**.

10 Defective Work

We will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

Conditions Precedent to Liability – Sub-Section B – Public Liability

1 Legionellosis Precautions

Where **you** own or are responsible for any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths at the **premises**, it is a condition precedent to **our** liability to pay claims in respect of **legionellosis** arising from or in connection with such system or equipment that **you** must:

- a undertake risk assessments to identify the presence of legionella bacteria at intervals not exceeding 12 months
- b take appropriate measures to prevent and control the growth and multiplication of legionella bacteria
- c retain documentary evidence of all risk assessments and measures undertaken
- d produce such documentary evidence if requested by **us**.

2 Bona-fide Subcontractors Condition

It is a condition precedent to **our** liability to pay claims arising from or in connection with work undertaken for **you** or on **your** behalf by any bona-fide subcontractor that:

- a **you** must, prior to their engagement on each and every occasion during the **period of insurance**, ensure that each bona-fide subcontractor holds public liability insurance that:
 - i is appropriate to the work to be carried out, and
 - ii has a period of insurance that is adequate to provide public liability cover for the duration of the works undertaken by them for **you** or on **your** behalf, and
 - iii has a limit of indemnity which is not less than the limit under Sub-Section B – Public Liability of this **policy**
- b **you** shall provide **us** with documentary evidence of the public liability insurance held by such bona-fide subcontractor at the time of their engagement to undertake the work if requested by **us**.

3 Application or Use of Heat Away from the Premises Condition

The application or use of heat at contract sites away from the **premises** is permitted under this **policy** unless otherwise shown on the **schedule**.

It is a condition precedent to **our** liability to pay claims that the following procedures are complied with whenever such work is undertaken by **you** or any **director, partner, employee** or subcontractor at contract sites away from the **premises**. In the event of a claim, **you** may be required by **us** to produce documentary evidence that **you** complied with this condition:

1 Before starting work:

- a all personnel on each contract site must be made aware of the location of the site's fire alarms and fire fighting equipment

- b all **property** in the vicinity including, so far as practicable, the area on the other side of any wall or partition must be inspected to ensure that no combustible material is in danger of ignition either directly or by conducted heat.
- c the area must be cleared of all moveable combustible materials to a distance no less than:
 - i 10 metres from the point of use of electric, oxyacetylene or similar welding or cutting equipment or grinding or cutting wheels and discs
 - ii 1 metre from the point of use of blow torches, blow lamps, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters.

If combustible materials cannot be removed from the areas specified in 1c, i and ii of this condition they must be covered and fully protected by overlapping sheets or screens of non-combustible material.

2 During the progress of work:

- a the work must be carried out only by or under the supervision of trained personnel
- b suitable fire extinguishing appliances must be kept available for immediate use at the scenes of the operations
- c the lighting of all equipment must be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment must be left unattended
- d gas cylinders not required for immediate use shall be kept outside any building in which the work is taking place or, where work is in the open, must be removed beyond the areas specified in 1c, i and ii of this condition.

3 After ceasing work:

You, a director, partner or employee must undertake a thorough inspection of:

- a the area within the distances specified in 1c, i and ii of this condition
- b in so far as is practicable, the area on the other side of any wall or partition to ensure that there is no risk of fire.

4 Welding or Cutting Equipment

Whenever electric, oxyacetylene or similar welding or cutting equipment, grinding or cutting wheels or discs are used, trained personnel must supervise the progress of work and remain in attendance at all times until the work ceases and all lighted flame equipment is extinguished.

5 Irons

All electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continuously attended.

6 Heating of Bitumen and Similar Products

Whenever asphalt, bitumen, tar or pitch heaters are used they must be sited in the open (but not on rooftops) and continuously attended for the duration of their use.

For the purposes of this condition, the application or use of heat is deemed to be the use of blow torches, blow lamps, electric, oxyacetylene or similar welding or flame cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters, grinding or cutting wheels or discs, electric soldering or carpet seaming or aspirated irons.

Extensions to the Liability Section

(Subject to the terms, conditions and exclusions of the subsections, this section and this **policy**)

1 Indemnity to Principal

We will, at **your** request, treat any **principal** as though they were **you** in respect of legal liability arising out of the performance of work by **you** for the **principal** provided that:

- a **you** would have been liable if the claim had been made against **you**
- b the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c the conduct and control of all claims is vested in **us**
- d **our** liability shall be limited to only what is required by the contract between **you** and the **principal**.

2 Indemnity to Directors, Partners and Employees

We will at **your** request treat **directors, partners or employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

3 Cross Liabilities

Where more than one party is named on the **schedule** as the insured, this section shall apply separately to each party named in the same way as if a separate section had been issued to each of them.

4 Court Attendance

We will pay **you** the amounts shown below for each day such persons are required by **us** to attend court in connection with

- a claim for which **you** are entitled to indemnity under this section:
- b **you** or any **director** or **partner** £500
- c any **employee** £250.

Exclusions to the Liability Section

1 Offshore

We will not pay for liability arising from or in connection with:

- a any work in or on any offshore installation or support vessel
- b travel to, from or between any offshore installation or support vessel
- c work undertaken from an offshore installation or support vessel.

2 Excluded Compensation

(Not applicable to Sub-Section A – Employers' Liability unless otherwise shown)

We will not pay for:

- a liquidated damages, fines or penalties
- b exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**).

Condition to the Liability Section

Other Insurance

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Directors' and Officers' Liability Section

The cover described below is only operative if shown on the **schedule**

Cover

We will cover the **assured** in respect of their activities for and on behalf of the Residents' Management Company or Residents' Association, subject to the terms, conditions and exclusions of this section and this **policy** as follows:

1 Directors' and Officers' Liability

We will pay the amount of damages and **claimants' costs and expenses** which the **assured** becomes legally liable to pay as the result of any claim made against the **assured** during the **period of insurance** (or discovery period if applicable) for a **wrongful act** within the **territorial limits** for which **you** have not provided an indemnity to the **assured**.

2 Company Reimbursement

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay as the result of any claim made against the **assured** during the **period of insurance** (or discovery period if applicable) for a **wrongful act** within the **territorial limits** but only when, and to the extent that, **you** have provided an indemnity to the **assured**.

3 Legal Representation Costs

- a We will pay on behalf of the **assured** the **legal representation costs** arising from an **investigation** notified as being required during the **period of insurance**.
- b we will pay on **your** behalf the **legal representation costs** arising from an **investigation** against the **assured** which **you** become legally liable to pay on behalf of the **assured** notified as being required during the **period of insurance**.

Limit of Indemnity

The maximum amount **we** will pay under this section in respect of all claims made during the **period of insurance** including all damages and costs and expenses will not exceed the directors' and officers' liability limit of indemnity shown on the **schedule**.

Extensions to the Directors' and Officers' Liability Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

1 Court Attendance

We will pay **you** £500 for each day the **assured** is required to attend court in connection with a claim for which **you** are entitled to indemnity under this section.

Our liability under this extension will not exceed £25,000 in respect of all claims during the **period of insurance**.

2 Discovery Period

If **we** refuse to renew the insurance provided by this section, the **assured** has the right to request a single extension of the **period of insurance** in respect of any claim made against the **assured** during the period of 12 months after the expiry of the **period of insurance** but only for a **wrongful act** by the **assured** prior to expiry of the original **period of insurance** shown on the **schedule**.

This right must be exercised by:

- a giving **us** written notice, and
- b payment of an additional premium of 50% of the full annual section premium (as at expiry) within 30 days of the expiry of the original **period of insurance** shown on the **schedule**.

This extension will not be provided if, at the end of the **period of insurance**:

- i **you** have accepted an offer of any similar insurance
- ii **you** have merged with another company
- iii a party has acquired 50% or more of the total voting rights conferred by all the issued shares in the capital of **you**
- iv **we** refuse to renew the insurance provided by this section due to fraud, non-payment of premium, liquidation, bankruptcy or other insolvency.

For the purpose of this extension:

- a the offer by **us** of renewal terms, conditions, limits or premium that differ to those of the expiring **policy** does not constitute a refusal to renew this insurance
- b the extension of the **period of insurance** does not increase the limit of indemnity provided under this section.

3 Past Assured

In the event that the insurance provided by this section is not renewed, cover will continue in respect of any **assured** who retires from or voluntarily ceases to be a director or officer of **you** prior to the date of expiry of the **period of insurance**.

Cover will continue for a period of:

- a 72 months (for retirement), or
 - b 180 days (for reasons other than retirement)
- from the date of expiry of the **period of insurance** provided that:
- i such **assured** has not been disqualified or dismissed from such office
 - ii it is not as a consequence of a takeover, merger or winding up
 - iii no similar insurance is in place elsewhere
 - iv cover will only apply to claims caused by a **wrongful act** occurring prior to the date of the **assured** ceasing in or retiring from their role as a director or officer of **you**
 - v the extended cover period as noted in a and b above will run at the same time as any discovery period if applicable.

4 Automatic Cover for New Subsidiary Companies

If **you** directly or indirectly create or acquire a new subsidiary during the **period of insurance**, **we** will automatically provide cover for the new subsidiary under this insurance for any **wrongful act** after the date of creation or acquisition provided that:

- a **you** tell **us** of the creation or acquisition within 30 days of it occurring
- b **you** pay to **us** any additional premium as may be required
- c the subsidiary is not registered, domiciled or incorporated outside of the **territorial limits**
- d the subsidiary is not a corporate body providing financial services
- e the subsidiary is not a listed company.

Exclusions to the Directors' and Officers' Liability Section

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Fraudulent or Deliberate Acts

We will not pay for any claim directly or indirectly caused by or contributed to, by or arising from any dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations by the **assured** but nothing in this exclusion will prevent:

- a an **assured** who is not concerned in such act, omission, breach or disregard being indemnified in accordance with the terms, conditions and exclusions of this insurance for such actions committed by any other person (within the definition of the **assured**)
- b the **assured** being indemnified for **legal representation costs** reasonably incurred in successfully defending an action arising out of an allegation of a dishonest, fraudulent, criminal or malicious act or omission or intentional or deliberate breach of or reckless disregard for statutory regulations.

3 Betterment

We will not pay for any claim based upon or attributable to the **assured** gaining any profit or advantage or receiving any remuneration to which the **assured** was not legally entitled.

4 Excluded Losses

We will not pay for:

- a taxes
- b fines or penalties
- c remuneration or employment related benefits
- d exemplary, punitive or other non-compensatory damages of any kind (these are damages in excess of normal compensation awarded to punish **you** or any director or officer of **you**) awarded in connection with an **employment claim** or that are uninsurable under the laws of England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

5 Claims Admission

We will not pay for any claim made by **you** or by any director or officer of **you** where:

- a the original claim emanates from an independent third party or shareholder who is not an **assured** who brings an action on behalf of the **assured**
- b the claim is brought by or under the direction of an office-holder
- c the claim is by an **employee** for any actual or alleged:
 - i wrongful, unfair or constructive dismissal, discharge or termination of employment
 - ii breach of written or implied contract of employment.

For the purposes of this exclusion, an office-holder means any person who by provision of the Insolvency Act 1986 and Insolvency Rules 1986 holds an office in relation to insolvency proceedings.

6 Other Insurances

We will not pay for any claim in respect of which the **assured** is, or but for the existence of this insurance would be, entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this insurance not been effected.

7 Prior Claims or Knowledge

We will not pay:

- a for any claim arising out of any notice of intended claim, circumstance, occurrence or **investigation** notified under any insurance attaching prior to the inception of the insurance provided by this section or which should have been so notified
- b for any claim arising out of any notice of intended claim, circumstance, occurrence or **investigation** known to **you** or the **assured** prior to the inception of the insurance provided by this section
- c for any other claim arising out of any notice of intended claim, circumstance, occurrence or **investigation** occurring prior to the inception of the insurance provided by this section unless:
 - i there was previous insurance operative that would have indemnified the **assured** had the notice of intended claim, circumstance, occurrence or **investigation** been known to **you** or the **assured** prior to commencement of this insurance, and
 - ii such previous insurance was maintained continuously in force up to the commencement of the insurance provided by this section, and
 - iii documentary evidence is provided of such previous insurance, and
 - iv the notice of intended claim, circumstance, occurrence or **investigation** relating to such claim happened no more than two years prior to the commencement of the insurance provided by this section.

8 Property or Injury Claims

We will not pay for any claim for bodily injury, mental anguish, emotional distress, illness, disease or death or for **damage** of or to any **property** including loss of use thereof.

9 Professional Duty

We will not pay for any claim for actual or alleged breach of, or failure to perform any professional duty or professional service for any client, customer or other person who relies on any advice, treatment, instruction, design, plan, formula or specification provided by the **assured**. This exclusion does not apply to any failure to supervise the performance of professional duties or professional services.

10 Copyright

We will not pay for any claim for actual or alleged misappropriation, infringement or breach of copyright, patent, trademark or other intellectual property right or any infringement of data protection legislation.

11 Owner/Occupiers Liability

We will not pay for any claim for breach of any duty owed by **you** as occupier or owner of land or buildings.

Legal Expenses Section

The cover described below is only operative if shown on the **schedule**

Sub-Section A – Landlord’s Legal Guard

This sub-section provides cover for legal disputes that arise from owning or letting **your insured property**

Cover

We will pay **legal costs**, including the cost of appeals, up to the limit of indemnity shown on the **schedule** for all claims related by time or originating cause subject to all of the following requirements being met:

- a the **insured person** complies with and is subject to the terms and conditions of this **policy** and co-operates with **us** fully
- b the claim:
 - i always has **reasonable prospects of success**, and
 - ii is reported to **us**
 - a during the **period of insurance**
 - b within 60 days of the **insured person** first becoming aware of a dispute with a tenant of **your insured property**
 - c as soon as the **insured person** first becomes aware of circumstances which could give rise to a claim
- c any dispute being dealt with through mediation or by a court, tribunal, Advisory, Conciliation and Arbitration Service (ACAS) or a relevant regulatory or licensing body within the **territorial limits**.

Cover 1 – Property Damage, Nuisance and Trespass

We will cover **you** in respect of:

- a an event which causes physical damage to **your insured property** or anything owned by **you** at **your insured property** provided that if the **insured property** is used as a holiday accommodation:
 - i **you** can provide a detailed inventory of its condition and contents which has been signed by **your** guest(s) and
 - ii a dilapidations deposit has been paid in cash or payment has cleared in **your** bank account
- b public or private nuisance or a trespass relating to **your insured property**.

Exclusions to Cover 1 – Property Damage, Nuisance and Trespass

We will not pay for any claim arising from or relating to:

- a damage or loss arising from a contract between **you** and a third party who is not
 - i **your** tenant or ex-tenant, or
 - ii a guest or guests staying at **your insured property** that **you** have let out as a holiday accommodation
- b dispute with any party other than the party who caused the damage, nuisance or trespass
- c any nuisance or trespass claim in respect of Cover 1b – Property Damage, Nuisance and Trespass, that arises from a contract, lease, licence or **tenancy agreement** between **you** and the third party (including trespass by **your** ex-tenant)
- d controls or permissions placed on land or property by any government, local or public authority.

Cover 2 – Repossession of Residential Property

(Not applicable to insured property occupied for commercial purposes)

We will cover the pursuit of **your** legal rights to repossess **your insured property** that has been 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 insured property**
- c are seeking a right of possession in England, Wales or Scotland where the court must find that the named ground of possession applies, or
- d have a legal right to repossess **insured property** that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

Exclusions to Cover 2 – Repossession of Residential Property

We will not pay for any claim in England, Wales and Scotland where **you** are seeking a right of possession where the court may find that the named ground of possession applies.

Cover 3 – Residential Accommodation and Storage Costs

(Not applicable to insured property occupied for commercial purposes)

We will cover **you** in respect of:

- a **your** accommodation costs while **you** are unable to get possession of **your insured property** up to £175 per day and £5,250 in total
 - b **your** storage costs to store **your** personal possessions while **you** are unable to reoccupy **your insured property** up to £50 for each complete week and £300 in total
- provided that:
- i possession is sought because **you** wish to live at **your property**
 - ii **you** book and pay for accommodation and seek reimbursement of the agreed costs from **us**.

Cover 4 Commercial Lease Disputes

(Not applicable to insured property occupied for residential purposes)

We will cover the pursuit or defence of **your** legal rights arising from a dispute with **your** business tenant under the terms of a written lease agreement in relation to **your insured property** which is:

- a granted under the Landlord and Tenant Act 1954 provided that where the dispute arises from or relates to renewal of **your** lease agreement or the granting of a new business tenancy:
 - i **you** will be opposing **your** tenant’s right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act 1954, and
 - ii **you** can evidence that **you** have served the correct legal notice to terminate on the tenant in the prescribed form before **your** tenant has served **you** with a request for a new tenancy
- or
- b contracted out of the Landlord and Tenant Act 1954

provided that:

- i **you** have correctly served the necessary legal notice on **your** tenant, and
- ii **your** tenant has made the relevant declaration, and
- iii the lease is noted accordingly.

Exclusions to Cover 4 – Commercial Lease Disputes

We will not pay for any dispute that arises from or relates to

- a a disagreement with **your** tenant over payment or non-payment of service charges, or
- b recovery of rent arrears that is otherwise covered by Cover 5 – Recovery of Rent Arrears.

Cover 5 – Recovery of Rent Arrears

We will cover **you** in respect of the pursuit of **your** legal right to recover rent owed to **you** by **your** residential or business tenant or ex-tenant of **your insured property**.

Exclusions to Sub-Section A – Landlord's Legal Guard

We will not pay for:

- a any disagreement with a tenant of an **insured property** during the first 90 days of the first **period of insurance** where the **tenancy agreement** started before the start of the cover provided by this section (except where **you** have had equivalent cover in force immediately before the start of the cover provided by this section)
- b any claim arising from or relating to registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of First-tier Tribunal. This is a body that considers certain property disputes
- c any claim arising from or relating to an **insured property** which is or should have been registered as a House of Multiple Occupation.

Sub-Section B – Business Legal Guard

This sub-section provides cover for legal matters arising from **your business**.

Cover

We will pay:

- a **legal costs**, including the cost of appeals, up to the limit of indemnity shown on the **schedule** for all claims related by time or originating cause
 - b compensation awards under Cover 2 – Employment Compensation Awards
- subject to all of the following requirements being met:
- i the **insured person** complies with and is subject to the terms and conditions of this **policy** and co-operates with **us** fully
 - ii the claim (unless otherwise stated) arises in connection with the **business** and occurs within the **territorial limits**
 - iii the claim:
 - a always has **reasonable prospects of success**, and
 - b is reported to **us**
 - i during the **period of insurance**
 - ii as soon as the **insured person** first becomes aware of circumstances which could give rise to a claim
 - iv unless there is a conflict of interest, the **insured person** always agrees to use the **appointed advisor** chosen by **us**:
 - a in any claim to be heard by an Employment Tribunal
 - b before proceedings have been or need to be issued
 - v any dispute being dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service (ACAS) or a relevant regulatory or licensing body within the **territorial limits**.

Our maximum liability under item b of this cover will not exceed £1,000,000 in any one **period of insurance**.

Cover 1 – Employment

We will cover **you** in respect of a dispute between **you** and **your employee**, ex-**employee**, or a prospective employee, arising from a breach or an alleged breach of their:

- a contract of service with **you**
- b related legal rights.

You can claim under this section as soon as internal procedures as set out in the:

- i ACAS Code of Practice for Disciplinary and Grievance Procedures, or
 - ii Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- have been or ought to have been concluded.

Exclusions to Cover 1 – Employment

We will not pay for any claim arising from or relating to:

- a the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal
- b actual or alleged redundancy that is notified to **employees** within 180 days of the start of this section, except where **you** have had equivalent cover in force up until the start of this section
- c **legal costs** incurred for preparation for an internal disciplinary hearing, grievance or appeal
- d a pension scheme where actions are brought by ten or more **employees** or ex-**employees**.

Cover 2 – Employment Compensation Awards

Following a claim **we** have accepted under Cover 1 – Employment, **we** will pay any:

- a basic and compensatory award, or
- b amount agreed by **us** in settlement of a dispute provided that compensation is:
 - i agreed through mediation, conciliation or under a settlement approved by **us** in advance, or
 - ii awarded by a tribunal judgment after full argument unless given by default.

Exclusions to Cover 2 – Employment Compensation Awards

We will not pay for compensation awards and settlements relating to:

- a
 - i trade union membership, industrial or labour arbitration or collective bargaining agreements
 - ii civil claims or statutory rights relating to trustees of occupational pension schemes
- b money due to an **employee** under a contract or a statutory provision relating thereto.

Cover 3 – Employment Restrictive Covenants

We will cover **you** in respect of:

- a a dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages provided that the restrictive covenant:
 - i is designed to protect **your** legitimate **business** interests for a period not exceeding 12 months, and
 - ii is evidenced in writing and signed by **your employee** or ex-**employee**, and
 - iii extends no further than is reasonably necessary to protect the **business** interests.
- b a dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

Cover 4 – Tax Disputes

We will cover **you** in respect of:

- a a formally notified enquiry into **your** business tax

- b a dispute about **your** compliance with HM Revenue and Customs regulations relating to **your employees**, workers or payments to contractors
 - c a dispute with HM Revenue and Customs about Value Added Tax
- provided that:
- i **you** keep proper records in accordance with legal requirements
 - ii in respect of any appealable matter **you** have requested an internal review from HM Revenue and Customs where available.

Exclusions to Cover 4 – Tax Disputes

We will not pay for any claim arising from or relating to:

- a tax returns which are submitted late or for any other reason, result in HM Revenue and Customs imposing a penalty, or which contain careless or deliberate misstatements or omissions
- b an investigation by the Fraud Investigation Service of HM Revenue and Customs
- c circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements
- d any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland
- e **your** failure to register for Value Added Tax.

Cover 5 – Legal Defence

We will provide cover in respect of:

- a a criminal investigation or enquiry by the police or other bodies with the power to prosecute where it is suspected that an offence may have been committed that could lead to an **insured person** being prosecuted
- b the charge of an offence or alleged offence which leads to an **insured person** being prosecuted in a court of criminal jurisdiction.

Exclusions to Cover 5 – Legal Defence

We will not pay for any claim arising from or relating to a parking offence.

Cover 6 – Compliance and Regulation

We will provide cover in respect of:

- a the receipt of a statutory notice that imposes terms against **you** which **you** wish to appeal
- b the notice of a formal investigation or disciplinary hearing by any professional or regulatory body
- c a civil action alleging wrongful arrest arising from an allegation of theft
- d a claim against **you** for compensation under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man provided that:
 - i **you** are registered with the Information Commissioner
 - ii **you** are able to evidence that **you** have in place a process to:
 - 1 investigate complaints and data subjects regarding a breach of their privacy rights
 - 2 offer suitable redress where a breach has occurred and that **your** complaints process has been fully engaged
- e a civil action alleging that an **insured person** has:
 - i committed an act of unlawful discrimination or
 - ii failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your employees**.

Exclusions to Cover 6 – Compliance and Regulation

We will not pay for any claim arising from or relating to:

- a the pursuit of an action by **you** other than an appeal
- b a routine inspection by a regulatory authority
- c an enquiry, investigation or enforcement action by HM Revenue and Customs
- d a claim brought against **your business** where unlawful discrimination has been alleged.

Cover 7 – Statutory Licence Appeals

We will cover **you** in respect of an appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run **your business**.

Exclusion to Cover 7 – Statutory Licence Appeals

We will not pay for any claim relating to an **insured property** which is or should have been registered as a House of Multiple Occupation or under a selective landlord licensing scheme.

Cover 8 – Loss of Earnings

We will provide cover in respect of an **insured person's** absence from work:

- a to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **appointed advisor**, or
 - b whilst on jury service
- which results in a loss of earnings.

Exclusions to Cover 8 – Loss of Earnings

We will not pay for any sum which can be recovered from the court or tribunal.

Cover 9 – Personal Injury

We will provide cover in respect of an event that causes bodily injury to, or the death of, an **insured person** or a member of their immediate family.

Exclusions to Cover 9 Personal Injury

We will not pay for any claim arising from or relating to a condition, illness or disease which develops gradually over time.

Cover 10 – Executive Suite

This cover applies only to **you**, the **directors**, **partners** and executive officers of **your business**.

We will provide cover in respect of:

- a an HM Revenue and Customs enquiry into personal tax affairs
- b a motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from the **business** premises
- c a claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Identity Theft Advice and Resolution Service
- d a dispute that arises from the terms of **your** business partnership agreement that is to be referred to mediation
- e crisis communication as described in Cover 11 – Crisis Communication for you or the **directors**, **partners** and executive officers of **your business** for matters occurring in **your** or their private or personal capacity that cause significant adverse publicity or reputational damage.

Our liability under items 10d and 10e above will not exceed £25,000.

Exclusions to Cover 10 – Executive Suite

We will not pay for:

- a any claim arising from or relating to:
 - i tax returns which are submitted late or for any other reason, result in HM Revenue and Customs imposing a penalty or which contain careless or deliberate misstatements or omissions
 - ii an investigation by the Fraud Investigation Service of HM Revenue and Customs
 - iii circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **you** or their financial arrangements
 - iv any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland
 - v a parking offence
- b crisis communication costs for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

Cover 11 – Crisis Communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will:

- a liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this section, or acts on **your** behalf under any other policy or section of this **policy**), to draft a media statement or press release
- b arrange, support and represent an **insured person** at an event which media will be reporting
- c prepare communication for **your** staff/customers/suppliers and/or a telephone or website script or social media messaging
- d support an **insured person** by taking phone calls/emails and managing interaction with media outlets
- e support and prepare an **insured person** for media interviews provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

Our liability under this cover will not exceed £25,000 in respect of any one claim.

Exclusions to Cover 11 – Crisis Communication

We will not pay for any claim arising from or relating to:

- a matters that should be dealt with through **your** normal complaints procedures
- b a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

Cover 12 – Contract and Debt Recovery

We will provide cover in respect of a breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf to:

- a buy, sell, hire or lease goods or services or to rent **your insured property**, or
- b let out **your insured property** as a holiday home provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

Exclusions to Cover 12 – Contract and Debt Recovery

We will not pay for any claim arising from or relating to:

- a an amount which is less than £200
- b a dispute with a tenant, ex-tenant or lessee where **you** are the landlord or lessor
- c the sale or purchase of land or buildings
- d loans, mortgages, endowments, pensions or any other financial product
- e computer hardware, software, internet services or systems which:

- i have been supplied by **you** or
- ii have been tailored to **your** requirements
- f a breach or alleged breach of a professional duty by an **insured person**
- g the settlement payable under an insurance policy
- h a dispute relating to an **employee** or ex-**employee** adjudication or arbitration.

Exclusions to the Legal Expenses Section

1 Consent

This section does not cover **legal costs**, or compensation awards incurred without **our** consent.

2 Act or Omission

This section does not cover any claim arising from or relating to any actual or alleged act, omission or dispute happening before, or existing at the start of this **policy**, and which **you** or an **insured person** knew or ought reasonably to have known could lead to a claim.

3 Allegations

This section does not cover any claim arising from or relating to an allegation against an **insured person** involving:

- a assault, violence, malicious falsehood or defamation
- b indecent or obscene materials
- c the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
- d illegal immigration
- e money laundering or bribery offences, fraud or any other financial crime activities

except in relation to Sub-Section B – Business Legal Guard, Cover 11 – Crisis Communication.

4 Property

This section does not cover any claim arising from or relating to defending a claim in respect of damages for loss or damage to **property** owned by the **insured person**.

5 Personal Injury

(Not applicable to Sub-Section A – Landlord's Legal Guard)

We will not pay for any claim arising from or relating to defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Cover 1 – Employment).

6 Disputes

This section does not cover any claim arising from or relating to a dispute with:

- a any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Sub-Section B – Business Legal Guard, Cover 10d – Executive Suite)
- b **us**, **our** claims administrator, **your agent** or a managing agent (other than as provided for by Condition 9 Arbitration).

7 National Minimum Wage

This section does not cover any claim arising from or relating to National Minimum Wage and/or National Living Wage Regulations.

8 Copyright

(Not applicable to Sub-Section A – Landlord's Legal Guard)

This section does not cover any claim arising from or relating to patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to

Sub-Section A – Business Legal Guard, Cover 3 – Employment Restrictive Covenants).

9 Franchise or Agency Agreements

This section does not cover any claim arising from or relating to:

- a franchise agreement, or
- b agency agreement through which one party has the legal capacity to alter the legal relations of the other.

10 Judicial Review

This section does not cover any claim arising from or relating to a judicial review.

11 Fines, Penalties or Compensation

This section does not cover any claim arising from or relating to fines, penalties or compensation awarded against an **insured person** (except as covered under Sub-Section B – Business Legal Guard, Cover 2 – Employment Compensation Awards) or costs awarded against an **insured person** by a court of criminal jurisdiction.

To make a claim, call 0345 415 0495

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