

Property Owners Insurance



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Welcome to Jensten Underwriting (Commercial) Limited

Welcome to **your** new **Property Owners Policy** exclusively arranged via Jensten Underwriting (Commercial) Limited in partnership with its associate company Jensten Underwriting (Bespoke) Limited and provided by Accelerant Insurance Europe SA.

Your Insurers

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at: Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK.

Details of the Temporary Permissions Regime, which allows EEA based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Understanding your policy

This **policy** is designed to provide cover for commercial and residential **property** owners for;

- **Your buildings;**
- Loss of **rental income** if **your property** is let;
- **Your liability** as a **property** owner;
- **Your contents.**

You can check the cover **you** have purchased by looking at **your** schedule. This document, the statement of fact, the schedule and any endorsement(s) will form the contract between **you** as the insured and **us**, **your** insurers, subject to the terms and conditions set out in this document. The headings used in this **policy** are for ease of reference and identification purposes only.

Words and phrases in bold have been given specific meanings and can be found in the definitions section.

Please read the **policy** documentation in full. **You** should keep this **policy** in a safe place.

It is important that:

- **You** check that the sections **you** have requested are included in **your** schedule;
- **You** check that the information **you** have given **us** is accurate (see 'Information **you** have given **us**');)
- **You** understand what each section covers and does not cover;
- **You** understand **your** duties under each section and under the **policy** as a whole.
- **You** should contact **your** broker as soon as possible if this **policy** is not correct or if **you** have any questions relating to this insurance.

Information you have given to us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- Reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**;
- Cancel **your policy** in accordance with the 'Cancelling this insurance' condition on page 2.

We or **your** insurance broker will write to **you** if **we**:

- Intend to treat **your policy** as if it never existed;
- or
- Need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

Significant or unusual exclusions, conditions and limits

Exclusion, condition or limit	Applicable section(s)
You must tell us about any changes that may affect our assessment of the risk including all changes in tenancy	All
You must disclose all information relevant to this insurance and not make any statement which is incorrect	All
Maintenance and reasonable precautions conditions apply	All
Terrorism exclusion	All
Acts of fraud and intentional acts by you or employees exclusion	All
Damage to landlords contents in the open and fences, posts, hedges and gates caused by wind, rain, hail, sleet, snow and flood	Buildings, Rental income and Landlord's contents
Special terms apply to unoccupied buildings – you must tell us immediately if any property becomes unoccupied	Buildings and Rental income
Individual flats condition – we will only be responsible for our proportionate share of any claim where your property is an individual flat	Buildings
Fines and penalties exclusion	Property owners liability
Foreign manual work exclusion	Property owners liability
Managing agents professional risk exclusion	Property owners liability

Exclusions can be found under each separate section - **What is not covered**. **You** should contact **your** broker immediately if **you** have any questions relating to the exclusions.

Cancelling this insurance

Your right to cancel

You have a statutory right to cancel **your policy** within 14 days from the day of purchase or renewal or from the day **you** receive **your policy**, whichever is the later. This is known as the 'cooling off' period. If **you** decide that **you** do not wish to accept the **policy**, please notify **your** broker. Subject to no claims being made or notified, **we** will refund the full premium. The **policy** will be treated as not being taken up and it will be cancelled from inception.

After the cooling off period has expired **you** can cancel this insurance at any time by notifying **your** broker.

We can cancel this insurance by giving **you** 14 days' notice in writing by recorded delivery to **your** last known address. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request.

Refund of premium

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis, less an administration fee to cover operational costs. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium less an administration fee.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Claims notification

All Sections

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced;

1. If **you** need to make a claim, or when **you** become aware of an **event** that may lead to a claim, **you** must contact **us** as soon as practicable by any of the means shown below.
Please have **your policy** number available to enable **us** to locate **your policy**.
 - Telephone: 0800 9170168
 - Email: jenstenclaims@uk.sedgwick.com
 - Post: Sedgwick International UK, Rawdon Court, 20 Leeds Road, Rawdon, LS19 6AX
2. **You** must contact **us** immediately, if;
 - **You** receive a letter of claim, court order, summons or other legal document served upon **you**.
 - **You** become aware of any prosecution, inquest or fatal accident inquiry or dispute which is referred to adjudication, or court proceedings in connection with any potential claim under this **policy**.
3. **You** must immediately inform the police of any loss or **damage** that has been caused by malicious persons, thieves, rioters, strikers or vandals.

Things **you** must do;

1. **You** must take practical steps to prevent further loss or **damage**, recover any contents lost and otherwise minimise the claim.
 2. Provide **us** with full details of any injury, loss or **damage**, bills, receipts and with any other information **we** may require.
 3. As often as **we** reasonably require:
 - a) Provide **us** with records and documents **we** request; and
 - b) Submit to separate examination under oath;
 4. Provide **us** with all reasonable assistance to defend and settle claims
 5. Never accept, negotiate, pay, settle, admit or repudiate any claim without first telling **us**
 6. Allow **us** or **our** representative access to the **property** or to take possession of, or request delivery to **us** of anything insured
 7. Never abandon any **property** to **us**
- It is **your** responsibility to prove any loss. **We** will not make any payment unless **you** provide **us** with the appropriate documentation to support **your** claim.

4. Defence of claims

We may, at **our** discretion:

- a) Take full responsibility for conducting, defending or settling any claim in **your** name; and
- b) Take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Fraudulent claims

1. If **you** make a fraudulent claim under this **policy**, **we**:
 - a) Are not liable to pay the claim; and
 - b) May recover from **you** any sums paid by **us** to **you** in respect of the claim; and
 - c) May by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause (1)(c) above:
 - a) **We** shall not be liable to **you** in respect of a relevant **event** occurring after the time of the fraudulent act. A relevant **event** is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **We** need not return any of the premiums paid.

Your Personal information

All Sections

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the **policy** (individual insureds). **We** collect and use relevant information about individual insureds to provide **you** with this insurance cover and to meet **our** legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and criminal convictions. If **we** need any sensitive details from **you** or any individual insureds, **we** will ask for consent first. Jensten Underwriting (Commercial) Limited process individual insureds' details, as well as any other personal information **you** provide in respect of this insurance cover, in accordance with **our** full privacy notices, copies of which are available online at www.jensten.co.uk or on request.

Information notices

To enable **us** to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how Jensten Underwriting (Commercial) Limited will use their details in connection with this insurance cover.

You have agreed to provide each individual insured **our** Short Form Information set out below on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date the **you** first provide information about the individual to **us**. **We** will assume that **you** have provided this notice to each individual insured unless **you** tell **us** otherwise.

Minimisation and notification

We are committed to using only the personal information **we** need to provide **you** with this insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individual insureds that **we** ask for from time to time.

You must notify Jensten Underwriting (Commercial) Limited if an individual insured contacts **you** about how **we** use their personal data in relation to this insurance cover so that **we** can deal with their queries.

Short form information

Personal information

The basics

You benefit from this insurance cover. **We** collect and use relevant information about **you** to provide the insurance cover and to meet **our** legal obligations. This information includes details such as **your** name and address and may include more sensitive details such as information about **your** health and criminal convictions **you** may have. If **we** need any sensitive details from **you**, **we** will ask for consent first.

The way insurance works means that **your** information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which **you** benefit.

Want more details?

For more information about how **your** personal information is used, please see the full Jensten Underwriting (Commercial) Limited privacy notice, copies of which are available online at www.jensten.co.uk, or on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. Please contact Jensten Underwriting (Commercial) Limited at:

Jensten Underwriting (Commercial) Limited,
Vantage Park,
Washingley Road,
Huntingdon,
PE29 6SR
Email: info@jensten.co.uk
Tel: 08003 081 081

How to complain

We aim to provide a first class service to all of **our** Policyholders, however occasionally complaints may arise which will usually be resolved quickly and efficiently to **our** Policyholders' satisfaction.

You may need to contact the broker/agent who arranged the Insurance for **you**.

In the **event** that **your** complaint is about Jensten Underwriting (Commercial) Limited, please contact:

Contact Centre Manager,
Jensten Underwriting (Commercial) Limited,
Unit 5,
Vantage Park,
Washingley Road,
Huntingdon,
PE29 6SR
Email: info@jensten.co.uk
Tel: 08003 081 081

If **You** remain dissatisfied with the way in which **your** complaint has been handled, or **you** have not received a final response within eight (8) weeks, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service at:

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

Telephone Number: (0800) 0234 567 or (0300) 1239 123

Email: complaint.info@financial-ombudsman.org.uk

You can also visit their website at www.financial-ombudsman.org.uk for further information.

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following this complaint procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS) Clause

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations to **you** under this **policy**.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about the Scheme is available from:

Financial Services Compensation Scheme,
10th Floor,
Beaufort House,
15 St. Botolph Street,
London,
EC3A 7QU

And on their website: www.fscs.org.uk.

Rights of third parties

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

Disputes and the law applicable to this policy

Unless expressly agreed otherwise, this **policy** will be governed by the laws of England and Wales. **You** agree to submit any dispute over the terms of this **policy** to the exclusive jurisdiction of the courts of England and Wales.

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, it may be referred to an arbitrator who is jointly appointed. Alternatively, depending on the size of **your** business, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case, **you** can still take action against **us** in respect of **your** disagreement.

Sanctions and limitations

We shall not be deemed to provide cover nor shall we be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Definitions

The following words or expressions shall carry the meaning shown below whenever they appear in bold in the **policy**.

Additional persons insured

1. The personal representative of any deceased person entitled to the cover provided by this section but only in respect of liability incurred by the deceased person.
2. At **your** request;
 - a) Any principal for whom **you** are completing a contract for the performance of work, to the extent required by the contract conditions;
 - b) Any director or **employed person** of **yours** in connection with the **business**;
 - c) Any officer or member whilst undertaking their duties in connection with **your**;
 - i. Canteen, sports, social, educational or welfare organisations;
 - ii. Fire, security, first aid, medical or ambulance services;
 - d) Any director or officer of **yours** for whom private work is undertaken by any **employed person**, with **your** prior consent.

Annual rental income

The **rental income** during the 12 months immediately before the date of the **damage**.

Asbestos

Asbestos in any form, **asbestos** fibres or particles or derivatives of **asbestos** or any material containing **asbestos**.

Bodily injury

Death, **bodily injury**, illness or disease.

Buildings

The **buildings** at the **property** shown in **your** schedule, including:

1. Landlords fixtures and fittings (forming a permanent part of the structure);
2. Outbuildings, annexes, private garages, gangways, foundations or footings, swimming pools, tennis courts, squash courts;
3. Walls, gates, fences and hedges;
4. Yards, car parks, roads, pavements, paved terraces, patios, paths, drives;
5. Underground pipes and cables belonging to **you** or which **you** are responsible for;
6. Tenants improvements which **you** are responsible for;
7. Fixed glass in windows, doors, fanlights, skylights, partitions and fixed sanitary ware.

Business

The **business** described in **your** schedule including:

1. The management and upkeep of **your property** and land at the same address
2. Providing and managing facilities primarily used for fire prevention, safety or security at **your property**
3. Private work completed with **your** prior consent by an **employed person** for **your** directors, partners or officers
4. The sale or disposal of **business** assets.

Consequential loss

Loss, resulting from interruption of or interference with the **business** as a result of **damage to property** used by **you**, at the **property**, for the purpose of the **business**.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** legal liability beyond that applicable in the absence of those terms.

Damage/damaged

Accidental loss or destruction or **damage to property** used by **you** for the purpose of the **business**.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information 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 and the generation of **excess** or non-genuine traffic between and amongst networks.

Domestic Staff

A person you employ to carry out domestic duties at the **property specified** in the **schedule** and who is not employed by **you** in connection with any trade or **business** other than that of a landlord of the properties insured under this **policy**.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employed person(s)

Anyone:

1. Under a contract of service or apprenticeship with **you**
2. Who is
 - a) Employed by **you** or for **you** on a labour only basis
 - b) Self employed
 - c) Hired to **you** or borrowed by **you** from another employer
 - d) A voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Event

Claim or series of claims against **you** or the **additional persons insured** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Excess

The first amount of any claim or claims for which **you** are responsible.

Flood

The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off. Whether resulting from storm or not.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether **your property** or not.

Indemnity period

The period during which the **business** is affected beginning when the **damage** occurred and ending not later than the maximum **indemnity period** shown in **your** schedule.

Landlords contents

Fixtures and fittings at the **property** (not forming a permanent part of the structure), furniture, furnishings, utensils and domestic appliances belonging to **you** or for which **you** are responsible as landlord.

Legal costs

Costs and expenses;

1. Of any claimant which **you** or any of the **additional persons insured** become legally liable to pay;
2. Incurred with **our** prior written consent, to investigate or defend a claim against **you** or any of the **additional persons insured** and this will include solicitors fees at;
 - a) Any coroner's inquest or fatal accident inquiry;
 - b) Summary court proceedings.

Limit of indemnity

The amount shown in **your** schedule as the **limit of indemnity**.

Period of insurance

The period from the start date to the expiry date shown in **your** schedule.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into, or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Phishing

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

Policy

The **policy** and schedule and any endorsements attached or issued.

Pollution or contamination

Pollution or contamination of **buildings** or other structures or of water, land or the atmosphere.

Property

The **buildings** at the address(es) shown in **your** schedule.

Rental income

The money paid or payable to **you** for tenancies and other charges for services provided in the course of **your business** at the **property**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **territorial limits**.

Standard rental income

The **rental income** during the period in the 12 months (or a proportionately increased multiple, if the **indemnity period** exceeds 12 months) immediately before the date of the **damage** which corresponds with the **indemnity period**.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism

1. For England, Scotland and Wales:
 - a) 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.
2. For Northern Ireland:
 - a) An act including, but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.
3. For the Channel Islands and the Isle of Man:
 - a) An act of any person(s) 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 any government de jure or de facto.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Unoccupied

Any **property**, or any residential or commercial unit that is part of the **property** that for a period exceeding 60 consecutive days:

- a) has not been occupied by the tenant overnight; or
- b) is not sufficiently furnished for normal living purposes; or
- b) is untenanted; or
- c) is empty or no longer in use

Except where the previous tenant(s) were students when this period of time is increased to 90 consecutive days.

Vermin

Rats, mice, grey squirrels, owls, pigeons, foxes, bees, wasps, or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of **virus or similar mechanism** includes but is not limited to, trojan horses worms and logic bombs.

We, us, our or ourselves

Jensten Underwriting (Commercial) Limited.

You, your or yourself

The person(s), firm, company or organisation shown in **your** schedule as the insured.

Under **Health and safety defence** you may request, **your employee**, or a director or a partner of **your business** to be covered by **your policy** provided that under **Health and safety defence** the same representative acts for all.

Section 1 - Buildings

Section 1A - Buildings: Let Properties

This section only applies to **properties** which are not classed as **unoccupied**.

Your schedule will show if this section is covered.

Your cover

If any **property** is **damaged** by any of the following Specified Perils, **we** will pay **you** the value of the **property** at the time it is **damaged**, or the amount of the **damage**, or at **our** option reinstate or replace the **property** or any part of it.

What is covered – Specified Perils

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control unless used for domestic purposes only
3. Aircraft or other aerial devices or articles dropped therefrom
4. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **damage**:
 - 4.1. Arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority;
 - 4.2. By Specified Peril 1 Fire caused by strikers, locked-out workers or persons taking part in labour disturbances or Specified Peril 5 Malicious Persons;
 - 4.3. **Damage** arising from stoppage of work;
 - 4.4. **Damage** caused by **your** employees, tenants or any other person lawfully on **your property**;
5. Malicious Persons not acting on behalf of or in connection with any political organisation excluding **damage**:
 - 5.1. By Specified Peril 12 Theft or Attempted Theft;
 - 5.2. In **excess** of £20,000, for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**.
6. Storm excluding **damage**:
 - 6.1. By Specified Peril 1 Lightning;
 - 6.2. Due to a change in the water table level, resulting from frost, subsidence, ground heave or landslip;
 - 6.3. To fences, posts, hedges and gates;
 - 6.4. By Specified Peril 7 Flood;
7. Flood excluding:
 - 7.1. **Damage** Specified Peril 6 Storm;
 - 7.2. **Damage** Specified Peril 8 Escape of Water.
8. Escape of water from any tank apparatus or pipe excluding **damage**:
 - 8.1. By water discharge or leaking from any automatic sprinkler installation;
 - 8.2. To **buildings** caused by frost in any outbuildings.
9. Impact by any vehicle or animal.
10. Accidental escape of water from any automatic sprinkler installation in the building not caused by:
 - 10.1. Specified Perils 2 Explosion, 1 Earthquake, or heat caused by Specified Peril 1 Fire.
11. Escape of fuel oil from any tank, apparatus, pipes or sprinkler installation excluding:
 - 11.1. **Damage to buildings** caused by frost in any outbuilding;
12. Theft or attempted theft but **we** exclude **damage**:
 - 12.1. In excess of £5,000, for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**.

Unoccupied Properties

No cover is provided under Perils 1 - 12 above for **properties** which are **unoccupied**.

Illegal Activities

Cover is provided under perils 1 - 12 of **Section 1A Buildings Let Property** for **damage** resulting directly or indirectly from the **property** being used for any illegal activity (including the use or growing or manufacture of drugs) subject to the following:

- The most **we** will pay for any **damage** caused by illegal activities is £10,000 in the aggregate
- Internal and external inspections of the **property** must have been carried out every 3 months or at the frequency allowed by the tenancy agreement and a log maintained of those inspections
- The bank account details of **your** tenant must be obtained and recorded and verified by receiving rental payments from that account
- Formal identification of any prospective tenant must be obtained and recorded
- Satisfactory credit references from a licensed Credit Reference Agency must be obtained and recorded for any prospective tenant.

How much we will pay

The most **we** will pay for any **property** covered by this section is the sum insured shown in **your** schedule for each item.

Excess

This section does not cover the amounts of the **excess** stated in respect of each and every loss as ascertained after the application of all other terms and conditions including any condition of average (underinsurance).

Section 1B - Buildings: Unoccupied

Level 1

What is covered – Specified Perils

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under **your** control unless used for domestic purposes only;
3. Aircraft or other aerial devices or articles dropped therefrom;

Level 2

What is covered – Specified Perils

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under **your** control unless used for domestic purposes only;
3. Aircraft or other aerial devices or articles dropped therefrom;
4. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **damage**:
 - 4.1. Arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority;
 - 4.2. By Specified Peril 1 Fire caused by strikers, locked-out workers or persons taking part in labour disturbances or Specified Peril 5 Malicious Persons;
 - 4.3. **Damage** arising from stoppage of work;
 - 4.4. **Damage** caused by **your** employees, tenants or any other person lawfully on **your property**;
5. Malicious Persons not acting on behalf of or in connection with any political organisation excluding **damage**:
 - 5.1 By Specified Peril 12 Theft or Attempted Theft;
 - 5.2 In **excess** of £2,500, for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**;
6. Storm excluding **damage**:
 - 6.1 By Specified Peril 1 Lightning;
 - 6.2 Due to a change in the water table level, resulting from frost, subsidence, ground heave or landslide;
 - 6.3 To fences, posts, hedges and gates;
 - 6.4 By Specified Peril 7 **Flood**
7. **Flood** excluding **damage** by:
 - 7.1. Specified Peril 6 Storm;
 - 7.2. Specified Peril 8 Escape of Water.
8. Escape of water from any tank apparatus or pipe excluding **damage**:
 - 8.1. By water discharge or leaking from any automatic sprinkler installation;
 - 8.2. To **buildings** caused by frost in any outbuildings.
9. Impact by any vehicle or animal.
10. This peril is not covered under this level
11. Escape of fuel oil from any tank, apparatus, pipes or sprinkler installation excluding:
 - 11.1. **damage** to **buildings** caused by frost in any outbuilding;
12. Theft or attempted theft.
 - 12.1 any claim in **excess** of £2,500

Level 3

What is covered – Specified Perils

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to you or under **your** control unless used for domestic purposes only;
3. Aircraft or other aerial devices or articles dropped therefrom;
4. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **damage**:
 - 4.1. Arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority;
 - 4.2. By Specified Peril 1 Fire caused by strikers, locked-out workers or persons taking part in labour disturbances or Specified Peril 5 Malicious Persons;
 - 4.3. **Damage** arising from stoppage of work;
 - 4.4. **Damage** caused by **your** employees, tenants or any other person lawfully on **your property**;
5. Malicious Persons not acting on behalf of or in connection with any political organisation excluding **damage**:
 - 5.1 By Specified Peril 12 Theft or Attempted Theft;
 - 5.2 In **excess** of £20,000 for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**.
6. Storm excluding **damage**:
 - 6.1 By Specified Peril 1 Lightning;
 - 6.2 Due to a change in the water table level, resulting from frost, subsidence, ground heave or landslide;
 - 6.3 To fences, posts, hedges and gates;
 - 6.4 By Specified Peril 7 **Flood**
7. **Flood** excluding **damage** by:
 - 7.1. Specified Peril 6 Storm;
 - 7.2. Specified Peril 8 Escape of Water.
8. Escape of water from any tank apparatus or pipe excluding **damage**:
 - 8.1. By water discharge or leaking from any automatic sprinkler installation;
 - 8.2. To **buildings** caused by frost in any outbuildings.
9. Impact by any vehicle or animal.
10. Water freezing in any tank, apparatus or pipe or fixed heating installation or accidental escape of water from any automatic sprinkler installation in the building not caused by:
 - 10.1. Specified Perils 2 Explosion, 1 Earthquake, or heat caused by Specified Peril 1 Fire.
11. Escape of fuel oil from any tank, apparatus, pipes or sprinkler installation excluding:
 - 11.1. **damage** to **buildings** caused by frost in any outbuilding;
12. Theft or attempted theft

How much we will pay

The most **we** will pay for any **property** covered by this section is the sum insured shown in **your** schedule for each item.

Excess

This section does not cover the amounts of the **excess** stated in respect of each and every loss as ascertained after the application of all other terms and conditions including any condition of average (underinsurance).

What is not covered

These exclusions apply to this section of **your policy**. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft or aerial devices

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

Date recognition

The failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But, **we** will cover subsequent **damage** resulting from one of the Specified Perils 1 to 12 in the "What is covered" section, which is not excluded elsewhere in the section.

Damage caused by short circuiting

Damage to working dynamos motors wires main or electrical apparatus appliances or installations through short-circuiting overrunning self-ignition or excessive pressure.

Damage prior to inception of the policy

Damage which originated prior to the inception date of this section.

Erasure of data

1. Erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons,
2. Other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from causes 1 to 12 and it is not excluded elsewhere in the section.

Fraud and dishonesty

Acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the **property** or results from voluntarily parting with title or possession of any **property** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from Specified Peril 1 to 12, as shown on page 7, covered elsewhere in this section.

Excess

The **excess** amount stated in the schedule;

Loss of use, delay, inevitable or unexplained loss

Delay, loss of market, loss of use or subsequent or inevitable or unexplained loss including but not limited to inventory shortage, disappearance, misfiling or misplacement of information, and or **damage** of any kind.

Other insurance

Damage to any **property** more specifically insured by **you** or on **your** behalf.

Other insurance (motor vehicles)

Damage to motor vehicles or their contents more specifically insured.

Pollution and contamination

Damage caused by **pollution or contamination** unless the **pollution or contamination** is itself caused by Specified Peril 1 to 12, as shown on page 7, that is not otherwise excluded.

Water table

Damage attributable solely to change in the water table level.

Automatic extensions

Additional metered water

Cover for additional metered charges incurred by **you** or for which **you** are responsible because of **damage**, but excludes all and any claims where following discovery no remedial action is taken within 30 days of the of **damage**. **We** will not cover any charges incurred for any **property** that is **unoccupied**.

The most **we** will pay under this cover during any one **Period of insurance** is £25,000.

The amount **we** pay will be based on the amount of the water charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** water consumption during the intervening period.

Alternative residential accommodation

Cover for costs of reasonable alternative accommodation for **your** tenants and temporary storage of **your** tenants' furniture while the residential portion of the **property** cannot be lived in or access is denied as a result of **damage**. This cover will only apply where **we** have made a payment or accepted liability under the **Buildings** section of this **policy**.

This cover does not apply to any **property** which is **unoccupied**.

The most **we** will pay under this cover is 25% of the sum insured on the building that has been **damaged** for a maximum period of 36 months from the date of **damage**. Provided that this cover is not insured elsewhere.

Architects, surveyors, legal and consulting engineers' fees

Cover for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent in the reinstatement or repair of the **property** as a result of its **damage**, but not for preparing any claim.

Cable and underground pipes

Cover for the costs incurred following **damage** (which **you** are responsible for) to fuel or oil pipes, cables (including overhead electricity and telephone cables), septic tanks and associated pipes, underground pipes and drains (including inspection covers) on the **property** or connecting the **property** to the public mains. The most **we** will pay for any one claim for **damage** under this cover is £10,000.

Capital additions

Cover for:

1. Alterations, additions and or improvements to the **property** but not any appreciation in value;
2. Newly acquired and or newly occupied **property** provided **your** interest is not otherwise insured anywhere in the **territorial limits**.

Provided that at any one **property** this extension will not exceed 10 per cent of the total sum insured or £500,000 whichever is the less.

Disease/Closure

We will cover **You** for closure of the **property** by Public Authorities as a result of an occurrence at the **property** of the any of the following:

- a) The occurrence of the following diseases: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever.
- b) Murder or suicide;
- c) Food poisoning or drink poisoning;
- d) Defective sanitary arrangements or **vermin** or pests other than the deliberate act of any supply undertaking to withhold the supply of water.

Our liability under this Extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of the closure. **Our** liability under this Extension will not exceed £50,000 in the aggregate and in any one **Period of Insurance**. This cover does not apply to any **property** which is **unoccupied**.

Drains clearance

Cover for costs and expenses necessarily incurred in clearing drains sewers and gutters on **your property** where **you** are responsible and liable following **damage**.

European Community and public authorities

Cover for the additional costs of reinstatement of the **property** sustaining **damage** hereby insured and undamaged portions thereof incurred solely to comply with:

1. European Union legislation;
2. Building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are referred to as "the regulations"; in respect of the destroyed or **damaged property** thereby insured.

provided that:

- a) the notice to comply has been received after the **damage** occurs;
- b) the work of reinstatement is completed within twelve months of the date of the **damage** or within such further time as may be allowed;
- c) the total amount recoverable under any item of this section in respect of this extension shall not exceed:
 - i) in respect of **property** sustaining **damage** 15% of its sum insured;
 - ii) in respect of undamaged portions of **property** (other than foundations) 15% of the total amount for which the insurers would have been liable had the **property** been wholly destroyed;
- d) the total amount recoverable under any one item of this section shall not exceed its sum insured.

Extinguishment and alarm resetting expenses

Cover for costs necessarily and reasonably incurred by **you** in refilling fire extinguishing appliances replacing used sprinkler heads resetting fire and or intruder alarms as a result of **damage** to the **property** insured.

Glass breakage

Cover for **damage** for which **you** are responsible including all fixed plain sheet and or plain plate glass in windows, doors, fanlights, skylights, partitions, furniture displays, showcases, counters, shelves, neon and/or illuminated signs, electric light fittings and fixed sanitary ware.

Following **damage** **we** will also include costs necessarily and reasonably incurred for:

1. **Damage** to any lettering, embossing, beading, silvering or ornamental work;
2. Boarding up, repair and or replacement of window frames, framework, security fittings and or alarm foil up.

This extension does not include **damage** caused by or arising from:

- a) Repairs, alterations or other fitting to the **property**;
- b) Defects in frames and framework;
- c) Any **unoccupied** building;
- d) Faulty or defective workmanship on **your** part or any of **your** employees;
- e) Wear and tear, gradual deterioration, mechanical or electrical breakdown of neon and illuminated signs and electric light fittings.

Inflation protection

We will adjust the declared value for **property** in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Access for emergency services

Cover for the cost incurred following loss or **damage** caused by the emergency services in gaining access to the **property** in the course of their duty to safeguard life or **property**.

Landscape gardens

Cover for the costs of restoration of gardens and ornamental features caused by the fire brigade or other emergency services attending **your property** following **damage**.

The most **we** will pay for any one claim for **damage** under this cover is £25,000.

Mortgagees and other interests

The interest of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the **property** is noted and should be advised to **us** in the **event** of a claim.

In addition, **your** interest or the interest of the mortgagee(s) under this insurance will not be prejudiced by any act or neglect of the occupiers or mortgagors of any **property** where the risk of **damage** is increased without **your** or the mortgagees authority or knowledge. Provided that once **you** or the mortgagees are aware of the increased risk, **you** must give **us** written notice as soon as possible and pay any additional premium that **we** may require.

Prevention of Access

We will cover **you** in respect of **damage** in the vicinity of the **property** as a result of **damage** caused by any of the Specified Perils insured under Section 1 of this **policy** which prevents or hinders use of or access to the **property** whether the **property** has been **damaged** or not. **Our** liability under this Extension will not exceed £100,000 for any one loss.

Reinstatement of sum insured after loss

In the **event** of loss, the sum insured by this section will be automatically reinstated from the date of the loss, unless **we** or **you** give written notice to the contrary.

Provided that in the **event** of reinstatement **you** will always:

1. Pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement;
2. Apply any additional risk improvements which **we** may reasonably require.

Removal of debris

Cover to include costs and expenses necessarily incurred by **you** with **our** consent in:

1. Removing debris from;
2. Dismantling and or demolishing;
3. Shoring up or propping up the portion or portions of the **property** insured by the items stated in the schedule following **damage**.

This extension does not include:

1. Any costs and expenses incurred in removing debris except from the **property** where **damage** occurred and the area immediately adjacent thereto;
2. Arising from **pollution or contamination** of **property** not insured by this section.

Removal of debris (tenants contents)

Cover for the irrecoverable costs and expenses (where they are not insured elsewhere) incurred by **you** with **our** consent to remove the debris of tenants contents following **damage**.

We will not cover for costs or expenses

1. Incurred in removing debris except from the site of the **damaged property** and the area immediately adjacent to the site
2. Arising from **pollution or contamination** of other **property** not insured by this section.

Removal of nests

Cover for any one claim for the cost of removing wasps, bees or hornets nests from the **property**. The most **we** will pay for any one claim under this cover is £500.

Subrogation waiver

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

1. Any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
2. Any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.
3. Any tenant, provided that;
 - a) The **damage** did not result from a criminal, fraudulent or malicious act of the tenant
 - b) The tenant contributes to the cost of insuring the **property** against the **event** which caused the **damage**.

Theft of building fabric

Cover for:

1. **Damage** to the external fabric of the **property** as a result of theft or attempted theft;
2. **Damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **property**.

We will not cover the **excess** shown in **your** schedule for each and every loss after the application of any average condition.

This cover does not apply to any **property** which is **unoccupied**.

Theft of keys

1. Cover for the cost of replacement door locks following:
 2. theft of keys by forcible or violent means loss of keys by **you** or **your**
 3. tenant (s), duplication by an unauthorised person
- where **you** can show reasonable evidence that keys have been duplicated by an unauthorised person.

Special condition

You must obtain **our** prior written consent before replacing the keys or lock mechanisms.

The most **we** will pay for any one claim is £25,000.

Trace and access

Cover for the reasonable costs that **you** incur in finding the source of **damage** and repairing it, caused by;

1. The escape of water from any tank, apparatus or pipe;
2. **Damage** to cables, underground pipes and drains providing services to the **property** and for which **you** are legally responsible.

The most **we** will pay for any one **property** in any one **Period of insurance** under this cover is £25,000.

Transfer of interest

If at the time of **damage** **you** have entered into a contract to sell **your** interest in the **property** and the sale has not, but is later subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

Unauthorised use of electricity, gas, oil and water

Cover for the charges that **you** are responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying **property** without **your** authority. Provided that **you** take all reasonable steps to terminate the unauthorised use as soon as it is discovered.

The most **we** will pay for any one claim under this cover is £25,000.

Value added tax (VAT)

We will pay **you** for VAT, paid by **you**, which is not recoverable. Provided that;

1. **Your** liability for the tax arises as a result of the reinstatement or repair of the **property** following **damage**;
2. **We** have paid or have agreed to pay for the **damage**;
3. If any payment made by **us** is less than the actual cost of the reinstatement or repair of the **damage**, then any payment under this cover, resulting from that **damage**, will be reduced by the same proportion;
4. **Your** liability for VAT does not arise from the replacement **property** having a greater floor area, or being better or more extensive than the **damaged property**;
5. Where the **property** is reinstated on another site **our** liability will not be higher than the amount of VAT that would have been payable had the **property** been rebuilt on its original site;
6. **Our** liability does not include amounts **you** have paid as penalties or interest for non-payment or late payment of VAT;
7. **You** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each Subsequent renewal date.

For the purpose of any condition of average, reinstatement costs will be exclusive of VAT. **Our** liability may be more than the sum insured for a **property** where the additional amount is solely as a result of VAT.

Optional extensions

Your schedule will show if you have any of the following covers.

Accidental damage

We will cover you for any other **damage to buildings**, excluding; **Damage** caused by or to:

1. Specified Perils 1 – 12 as detailed in the **Buildings** section and causes excluded therefrom whether these Specified Perils are insured or not;
2. Inherent vice, latent defect, gradual deterioration, gradually operating cause, wear and tear, faulty or defective design or materials;
3. Faulty or defective workmanship, operational error or omission on **your** part or any employee of **yours**;
4. Corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, **vermin** or insects;
5. Wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable **property** in the open;
6. Change in temperature, colour, flavour, texture or finish;
7. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping in connection therewith;
8. Mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **damage** to surrounding **property** not forming part of the same machine apparatus or equipment;
9. Electrical or magnetic disturbance or erasure of electronic recordings;
10. **Buildings** or structures caused by their own collapse or cracking unless resulting from any other Specified Peril not otherwise excluded;
11. **Property** or structures in course of construction or erection and materials or supplies in connection with all such **property** in course of construction or erection;
12. Subsidence, ground heave or landslip of any part of the site on which the **property** stands;
13. Vehicles other than forklift trucks and vehicle accessories thereon licensed or intended to be licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
14. Livestock, growing crops or trees;
15. Jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art;
16. **Property** due to inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials, faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.
17. **Damage** resulting from **property** undergoing any process of production;
18. **Damage** resulting from **property** undergoing any process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process but this will not exclude **damage** to surrounding **property**:
 - i. Not forming part of the same machine;
 - ii. Not forming part of the same process of production or the same process of packaging, treatment, testing, commissioning, cleaning, servicing, repair or any other similar process.

Subsidence, ground heave and landslip

We will cover you for Subsidence, ground heave and landslip to **buildings**, excluding;

Damage occurring, arising from, or caused;

1. From the settlement or movement of made-up ground or by coastal or river erosion;
2. As a result of the construction demolition altering or structural repair of any **buildings**;
3. From the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence ground-heave or landslip;
4. Prior to the inception date of the insurance under this section;
5. Subsidence, ground-heave of any part of the site on which the **buildings** stand or landslip resulting from groundworks or excavation at the **property**;
6. Subsidence, ground heave of any part of the site on which the **property** insured stands or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **buildings** insured under this section are affected at the same time.

Special conditions applicable to subsidence, ground heave and landslip cover

1. **Demolition, groundworks, excavation or construction condition**
You must tell us as soon as possible if you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site to the **property**.
We will then have the right to vary the terms or cancel this cover.
2. **Tree inspection and pruning condition**
In accordance with the Reasonable Care **policy** condition, you must arrange annually, at your own expense, for a tree surgeon or similar professional to;
 - 2.1. Inspect trees for which you are responsible within 5 metres of the **property** and over 5 metres in height to ensure that they do not affect the structure, drains or sewers at the **property**;
 - 2.2. Prune or pollard trees as recommended by the tree surgeon.
 It is a condition precedent to our liability that you comply with the above conditions. Where:
 - i. There has been a failure to comply with these conditions, other than a term which defines the risk as a whole, and;
 - ii. Compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, we cannot rely on the breach of such term to exclude, limit or discharge its liability if you show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Section conditions

These conditions apply to this section of **your policy**.

Average

If at the time of **damage** the sum insured is less than the value of the property insured, the amount **we** will pay will be reduced proportionately..

Contribution and average

If, at the time of the claim, there is any other **policy** covering the same **property**, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the **property** insured.

Unoccupied properties

1. **You** must tell **us** immediately **you** become aware
 - a) That the **property** is **unoccupied** and select the appropriate level of cover for **your** needs;
 - b) Of any **damage** to the **unoccupied property** whether the **damage** is insured or not.
2. The **property** must be inspected internally and externally at least once every 14 days by **you** or on **your** behalf and a written record of the inspection is maintained by **you**;
3. All refuse and waste materials must be removed from the interior of the **property** and no accumulation of refuse and waste is allowed in the adjoining yards or space owned by **you**;
4. **You** must secure the **property** and put all protective, locking devices and any alarm protection into effective operation;
5. The gas, water and electricity supplies must be turned off at the mains (except electricity needed to maintain any fire or intruder alarm systems);
6. During the period 1st October to 31st March all water systems must be drained or the heating system put into effective operation to maintain the internal temperature at a minimum of 10 degrees centigrade;
7. **You** must implement any additional protections that **we** may require within the time scale **we** specify;
8. All **damage** to the **property** must be rectified immediately;
9. Letterboxes must be sealed;
10. Minimum Physical Protections all exit doors have a minimum protection of a 5 lever mortice deadlock, conforming to BS3621 with a metal striking plate for timber or steel framed doors. Alternatively a high security padlock of at least British Standard BS EN 12320 security grade 3 or Central European Norm (CEN) grade 3 with a minimum shackle thickness of 10mm and manufacturer's corresponding locking bar or keep for other doors or roller shutters manufactured to LPS 1175 Security Rating 1or above.

For UPVC, composite, aluminium framed and sliding doors a multipoint locking system which has a minimum of three locking points with key operated cylinder deadlock which conforms to British Standard PAS 3621:2011.

Windows/skylights capable of opening at ground floor, basement or other floor levels (which are "easily accessible") are secured with key operated locking devices with keys removed.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

For the purposes of this requirement "easily accessible" are those levels that can be reached from the ground (without the use of a ladder) or by climbing up via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby flat roofs, trees adjoining or next door premises.

Any door or window designated as a fire exit following a fire risk assessment or building regulations may be excluded from these requirements. These are secured internally by panic bolts or fire exit bolts (capable of opening at all times) suitable for use in emergency escape situations other than when the Premises is left unattended.

Any additional security devices must be approved by the local Fire Prevention Officer. All defects occurring in any protections must be remedied as soon as reasonably practicable.

Explosion

You must ensure that any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which need examination to comply with any statutory regulations, will have a contract providing the required inspection.

Fire extinguishing appliances

Fire extinguishing equipment must be;

1. Maintained in efficient working order;
2. Routinely tested and any defects promptly rectified.

Payments on account

In the **event of damage we** can, at **our** option, make monthly payments to **you** if required.

Reinstatement

If any **property** is to be reinstated or replaced by **us**, then **you** will at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one **property**.

Workmen

Joiners and other tradesmen are allowed on the **property** to make repairs or minor structural alterations without prejudice to this insurance.

Section 2 - Rental Income

This cover is not available for properties which are **unoccupied**.
Your schedule will show if this section is covered.

Your cover

Loss of rental income

We will cover **you** for loss of **rental income** if the **property** insured under the **Buildings** section is **damaged** during the **Period of insurance** and as a result, **your business** is interrupted or interfered with.

How much we will pay for loss of rental income

We will pay **you**

1. The difference between **your rental income** and the **standard rental income** during the **indemnity period** due to the **damage**.
2. Additional expenditure necessarily and reasonably incurred. This will include the cost of re-letting the **property** and the associated legal fees in trying to avoid or limit the loss of **rental income** that, without the expenditure, would have taken place during the **indemnity period** because of the **damage**. The amount **we** pay will not exceed the amount of the loss of **rental income** avoided.

Less any business expense saved because of the **damage** during the **indemnity period**.

Provided that;

1. **We** have made a payment or accepted liability under the **Buildings** section of this **policy**;
2. If the sum insured detailed in **your** schedule is less than **your annual rental income**.

Our liability under this section will not exceed the sum insured shown in **your** schedule.

Alternative trading

If during the **indemnity period** accommodation is provided other than at the **property**, for the benefit of the **business**, either by **you** or by others on **your** behalf, the money paid or payable for the accommodation will be taken into account in arriving at the **rental income** during the **indemnity period**.

Boiler explosion

We will pay **you** for loss of **rental income** caused by **damage** resulting from the explosion of any boiler or economiser at the **property** belonging to **you** or under **your** control.

Buildings awaiting sale

If at the time of the **damage** **you** have contracted to sell **your** interest in the **property** or have accepted a written offer to purchase **your** interest in the **property** subject to contract, and the sale is cancelled or delayed solely due to the **damage**, **we** will pay at **your** option either

1. During the period before the date when the **property** would have been sold the actual amount of the reduction in **rental income** solely as a result of the **damage**;
2. During the period starting with the date when the **property** would have been sold and ending with the actual date of sale, or when the **indemnity period** ends if earlier, the loss of interest which is;
 - a) The interest incurred on capital borrowed (solely to offset, in whole or part, the loss of use of the sale proceeds) for the purpose of financing the **business**;
 - b) The investment interest **you** have lost on any balance of the sale proceeds (after deduction of any capital borrowed in 2a above).

Less any amount received in **rental income**

3. The additional expenditure being;
 - a) The expenditure needed, and reasonably incurred as a result of the **damage**, solely to avoid or minimise the loss payable under 1 or 2 above, but not more than the amount of loss avoided by the expenditure;
 - b) The additional legal fees and other expenditure required as a result of the cancellation or delay due to the **damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **damage** under 3a above or £50,000, whichever is less.

Provided that:

1. **We** have made a payment or accepted liability under the **Buildings** section of this **policy**;
2. **You** have made all reasonable efforts to complete the sale of the **property** as soon as reasonable after the **damage**.

Denial of access and loss or damage at managing agents premises

We will cover **you** for loss of **rental income** resulting from interruption of or interference with the **business** as a result of **damage** by any of the Specified Perils insured under Section 1 of this **policy** to;

1. **your property** which prevents or hinders the use of **your property**, or access to it, regardless of whether **your property** is **damaged**. This does not include any **damage** to **property** from which **you** obtain electricity, gas, water or telecommunications services which prevent or hinder the supply of these services;
2. **Property** at managing agents' premises.

Our liability under this Extension will not exceed £100,000 for any one loss.

Failure of public supply

We will cover **you** for loss of **rental income** following interruption of or interference with the **business** caused by **damage** by a cause covered under the **Buildings** section to **property** at any;

1. Public electricity generating station or sub station;
2. Land based premises of the public gas supply or of any natural gas producer linked directly to them;
3. Water works and pumping stations of the public water supply;
4. Land based premises of the public telecommunications network.

From which **you** obtain electricity, gas, water or telecommunications services within the **territorial limits**.

Professional accountants

We will pay **you** for the reasonable charges that **you** have to pay;

1. To professional accountants for producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims notification section on page 2 and reporting that these particulars or details are in accordance with **your** accounting records, other **business** books or documents;
2. To **your** lawyers for determining **your** contractual rights under any rent cesser clause or insurance break clause contained in the lease.

We will not cover fees for any other purposes or for the preparation of any claim.

Reinstatement of sum insured

In the **event** of loss, the sum insured by this section will be automatically reinstated from the date of the loss unless **we** or **you** give written notice to the contrary.

Provided that in the **event** of reinstatement **you** will always;

1. Pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement;
2. Apply any additional risk improvements which **we** may reasonably require.

Rent review

Where the **rental income** is subject to a rent review during the **period of insurance** then the sum insured by this section will automatically be increased to reflect the revised amount up to a maximum increase of 50% of the **rental income** sum insured stated in **your** schedule. **We** will not charge extra premium for increases during the current **period of insurance** provided that prior to renewal **you** tell **us** of the revised **rental income** for the next **period of insurance**.

Subrogation waiver

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

1. Any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**;
2. Any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**;
3. Any tenant provided that;
 - a) The **damage** did not result from a criminal, fraudulent or malicious act of the tenant;
 - b) The tenant contributes to the cost of insuring the **property** against the **event** which caused the **damage**.

Transfer of interest

If at the time of **damage you** have entered into a contract to sell **your** interest in the **property** and the sale has not, but is later subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

What is not covered

These exclusions apply to this section of **your policy**. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Public services

Damage caused by or resulting from the deliberate act of withholding the supply of water, electricity, gas or fuel supply or telecommunication services.

But **we** will pay **you** for

1. **Damage** which results from a cause 1 to 12 and Optional extension – Accidental **damage** under the **Buildings** section.
2. Subsequent **damage** which itself results from a cause not excluded elsewhere in the **policy**.

Section conditions

These conditions apply to this section of **your policy**.

How much we will pay for loss of rental income

We will pay **you**

1. The difference between **your rental income** and the **standard rental income** during the **indemnity period** due to the **damage**.
2. Additional expenditure necessarily and reasonably incurred. This will include the cost of re-letting the **property** and the associated legal fees in trying to avoid or limit the loss of **rental income** that, without the expenditure, would have taken place during the **indemnity period** because of the **damage**. The amount **we** pay will not exceed the amount of the loss of **rental income** avoided.

Less any **business** expense saved because of the **damage** during the **indemnity period**.

Contribution and average

If, at the time of the claim, there is any other **policy** covering the same **rental income**, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the amount of **rental income** for the **indemnity period** shown on **your** schedule.

Unoccupied buildings

Where **you** are insured for **rental income** from a **property** that is **unoccupied**, in the **event** of **damage you** need to provide evidence of what **you** would have earned from **rental income** and the date from when **you** would have earned it.

We will take into account;

1. Negotiations with prospective tenants before and after the **damage**;
2. Demand for similar accommodation in the locality;
3. The general level of rents.

If required **we** will use the advice of a professional valuer acceptable to **us** and to **you**. Any fees will be included under this insurance.

New business

For the purpose of any claims arising before the end of the first year of trading of the **business** at the **property**, the definitions for **annual rental income** and **standard rental income** will have the following meanings and not as previously stated.

Annual rental income

The proportional equivalent for a period of 12 months of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Standard rental income

The proportional equivalent for a period equal to the **indemnity period** of the **rental income** earned during the period between the start of the **business** and the date of the **damage**.

Payments on account

In the **event** of **damage we** can, at **our** option, make monthly payments to **you** if required.

Defined Words

Where a word is defined in this section the following applies:

1. For the purpose of these definitions, any adjustments implemented in current cost accounting will be disregarded.
2. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
3. Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **damage**, or which would have affected the **business** had the **damage** not occurred so that the adjusted figure represents as closely as possible the results which would have been obtained during the relative period after the **damage**.

Section 3 - Property Owners Liability

Your cover

Cover for damages awards

We will pay the amount of **damages** which **you**, or any of the **additional persons insured** are legally liable to pay as a result of accidental;

1. **Bodily injury** to any person;
2. Loss of or **damage** to material **property**;
3. Obstruction, trespass, nuisance or interference with any right of way, air, light or water wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **territorial limits** during the **Period of insurance** in connection with the **business**.

Legal costs

We will pay **legal costs** in connection with a claim for which an award of **damages** is paid or may be payable under this section, but **we** will not cover **legal costs** for any part of a claim not covered by this section.

Compensation for court attendance

We will compensate **you** at the rate of £250 per day, for each day that **your** attendance is required at court, if **we** request any director, partner or **employed person** to attend as a witness in connection with a claim, for which an award of **damages** is paid or may be payable under this section.

Contingent motor liabilities

We will pay the amount of **damages** which **you** are liable by law and **legal costs** as a result of accidental;

1. **Bodily injury**;
2. Loss of or **damage** to **property** not owned or held in trust by **you** or in **your** custody or control occurring during the **Period of insurance** and arising out of;
 - a) The use by an **employed person** of their own motor vehicle within the European Union;
 - b) The movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your property** or any site at which **you** are working.

The Road Traffic Act exclusion in this section does not apply to this cover provided that **we** will not cover;

- i. For loss of or **damage** to any motor vehicle referred to in a or b above;
- ii. Unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle;
- iii. Where cover is provided by another insurance **policy**.

Cross liabilities

Any person, firm, company or organisation is entitled to the cover provided by this section, as if a separate **policy** had been issued to each, but the total amount payable by **us** on behalf of all, will not exceed the **limit of indemnity** in any circumstances.

Defective Premises Act

We will pay the amount of **damages** which **you** are liable by law to pay plus any **legal costs** as a result of accidental **bodily injury** or loss of or **damage** to material **property**, occurring during the **Period of insurance** arising out of premises **you** have disposed of but had previously owned.

We will not cover loss of or **damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability which **you** are covered for under any other insurance **policy**.

Personal liabilities

At **your** request, **we** will pay the amount of **damages** which any of **your** directors, partners or **employed persons** or their spouse or children are liable by law and **legal costs**, as a result of accidental;

1. **Bodily injury**;
2. Loss of or **damage** to material **property**, not owned by or held in trust by **you** or them, or in **your** or their custody or control occurring during the **Period of insurance**, incurred in a personal capacity during temporary visits anywhere in the world in connection with the **business**, other than;
 - a) Arising out of the ownership or occupation of land or **buildings**;
 - b) Where cover is provided under any other insurance;
 - c) In circumstances which a **policy** or section exclusion applies.

How much we will pay

The most **we** will pay for the total of all **damages** arising from one **event** is the **limit of indemnity**.

The **limit of indemnity** is also the most **we** will pay for all **damages** as a result of all occurrences during any one **Period of insurance** caused or originating from;

1. **Pollution and contamination** and/or;
2. **Terrorist act**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **event**, will not be more than the **limit of indemnity**.

We will pay **legal costs** in addition to the **limit of indemnity**.

As a result of any claim or claims **we** may at any time pay the **limit of indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment except for **legal costs** incurred before the date of the claim payment.

Excess

This section does not cover the amounts of the **excess** in respect of each and every loss. The **excess** is stated in **your** schedule.

Automatic Extensions

Accidents to Domestic Staff

We will pay for amounts **you** become legally liable to pay, including costs and expenses, which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** to **your domestic staff** employed in connection with the **property** shown in the schedule.

What is not covered:

We will not pay for **bodily injury** arising directly or indirectly from:

- the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment)
- any communicable disease or condition from any animal other than cats or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending or subsequent legislation.

What is not covered

These exclusions apply to this section of **your policy**.

We will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft and watercraft

You owning, possessing or using any;

1. Aircraft;
2. Watercraft or hovercraft (except watercraft less than 8 metres in length or any hand propelled boat or pontoon).

Asbestos or contributed to by;

1. Inhalation or ingestion of **asbestos**;
2. Exposure to or fear of the consequences of exposure to **asbestos**;
3. The presence of **asbestos** in any **property** or on land;
4. Investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liabilities

Contractual liability, liquidated **damages** or any contractual fines or amounts payable under penalty clauses.

Electronic data

1. Authorised or unauthorised transmission of **electronic data**;
2. The content of any website, **your** email, intranet or extranet;
3. Loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality;
4. Failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Excess

An **excess** shown in **your** schedule. **You** will have to pay the **excess** for loss of or **damage** to **property** and this will apply to each **event**.

Foreign manual work

Outside the **territorial limits**, except as a result of temporary visits by people ordinarily resident within the **territorial limits** provided there is no manual work involved.

Managing agents professional risks

1. Loss of or **damage** to;
2. Any act, error, omission or fault in the service or duties which **you** provide or contract to undertake as agent for **property** let or managed or any **property** for which **you** are responsible.

Pollution or contamination

Pollution or contamination, other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **Period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

Property under your care custody or control

Loss or **damage** to **property** owned by **you** or which is held in **your** care, custody or control.

But **we** will cover;

1. **Property** which is leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not;
 - a) Result in **contractual liability**;
 - b) Say that loss or **damage** must be insured under a **property** insurance **policy** arranged by **you** or on **your** behalf.
2. **Property** including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**;
3. **Employed persons** or visitors vehicles or effects while on **your** **property**.

Radioactive contamination

Any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive **contamination**.

Road Traffic Act

The ownership, possession or use by **you** or on **your** behalf or use by any of the **additional persons insured** of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation.

Section conditions

These conditions apply to this section of **your policy**.

Non contribution (other insurance)

We will not cover any amount which is insured by any other **policy**, except for any amount beyond that payable under the other **policy** within the **limit of indemnity**.

Section 4 - Landlord's Contents

Section 4A - Landlord's Contents: Let Properties

Your cover

What is covered – Specified Perils

1. Fire, lightning or earthquake excluding;
 - 1.1 **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control, unless used for domestic purposes only excluding;
 - 2.1 **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**;
3. Aircraft or other aerial devices or articles dropped therefrom excluding;
 - 3.1 **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**;
4. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **damage**:
 - 4.1. Arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority;
 - 4.2. Arising from stoppage of work;
 - 4.3. Caused by **your** employees, tenants or any other person lawfully on **your property**;
 - 4.4. To **landlords contents** in any **property** which is **unoccupied**;
 - 4.5. Caused by Specified Peril 10 Theft or attempted theft;
 - 4.6. To **landlord contents** in the open;
5. Malicious Persons not acting on behalf of or in connection with any political organisation, excluding **damage**:
 - 5.1 By Specified Peril 10 Theft or Attempted Theft;
 - 5.2 In **excess** of £20,000, for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**;
 - 5.3 In respect of any **unoccupied** building.
6. Storm excluding **damage**:
 - 6.1. Due to a change in the water table level;
 - 6.2. By frost, subsidence, ground heave or landslide;
 - 6.3. To **landlords contents** in the open;
 - 6.4. By Specified Peril 1 Lightning;
 - 6.5. By Specified Peril 7 **Flood**.
 - 6.6 **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**;
7. **Flood** excluding
 - 7.1 **Damage** Specified Peril 6 Storm;
 - 7.2 **Damage** Specified Peril 8 Escape of Water.
 - 7.3 **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**
 - 7.4 to **landlords contents** in the open.
8. Escape of water from any tank apparatus or pipe, excluding **damage** in respect of any **unoccupied buildings**.
9. Impact by any vehicle or animal excluding;
 - 9.1. **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**
10. Escape of fuel oil used solely for domestic purposes, from any fixed heating installation, tank, apparatus or pipe, excluding **damage** to **landlords contents** in respect of any **unoccupied** building.
11. Theft or attempted theft but **we** exclude:
 - 11.1 **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**;
 - 11.2 **Damage** in excess of £5,000, for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**;
 - 11.3 **Damage** in excess of £5,000, for any one occurrence, caused by theft from any garden, yard or open space
12. Robbery excluding;
 - 12.1. **Damage** to any portion of the **landlords contents** when the **building** is **unoccupied**.

How much we will pay

The most **we** will pay for any **landlords contents** covered by this section is the sum insured shown in **your** schedule.

Inflation protection cover

We will adjust the sum insured for **landlords contents** in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Temporary removal

We will pay up to 10% of the sum insured whilst **landlords contents** are temporarily removed from or in transit to or from the **property** for cleaning, renovation, repair or other similar purposes, but remaining in the **territorial limits** excluding **property** insured elsewhere.

Excess

The **excess** for any cover provided by this section is stated in **your** schedule.

Section 4B Landlord's Contents: Unoccupied Properties

Your cover

What is covered – Specified Perils

Level 1

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control unless used for domestic purposes only;
3. Aircraft or other aerial devices or articles dropped therefrom;

What is covered – Specified Perils

Level 2

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control unless used for domestic purposes only;
3. Aircraft or other aerial devices or articles dropped therefrom;
4. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **damage**:
 - 4.1. Arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority;
 - 4.2. By Specified Peril 1 Fire caused by strikers, locked-out workers or persons taking part in labour disturbances or Specified Peril 5 Malicious Persons;
 - 4.3. **Damage** arising from stoppage of work;
 - 4.4. **Damage** caused by **your** employees, tenants or any other person lawfully on **your property**;
5. Malicious Persons not acting on behalf of or in connection with any political organisation excluding **damage**:
 - 5.1 By Specified Peril 12 Theft or Attempted Theft;
 - 5.2 In **excess** of £2,500, for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**
6. Storm excluding **damage**:
 - 6.1 By Specified Peril 1 Lightning;
 - 6.2 Due to a change in the water table level, resulting from frost, subsidence, ground heave or landslip;
 - 6.3 To fences, posts, hedges and gates;
 - 6.4 By Specified Peril 7 **Flood**
7. **Flood** excluding **damage** by:
 - 7.1. Specified Peril 6 Storm;
 - 7.2. Specified Peril 8 Escape of Water.
8. Escape of water from any tank apparatus or pipe excluding **damage**:
 - 8.1. By water discharge or leaking from any automatic sprinkler installation;
 - 8.2. To **buildings** caused by frost in any outbuildings.
9. Impact by any vehicle or animal.
10. This peril is not covered under this level
11. Escape of fuel oil from any tank, apparatus, pipes or sprinkler installation excluding:
 - 11.1. **Damage to buildings** caused by frost in any outbuilding;
12. Theft or attempted theft.
 - 12.1 any claim in **excess** of £2,500

What is covered – Specified Perils

Level 3

1. Fire, lightning or earthquake;
2. Explosion but excluding **damage** caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control unless used for domestic purposes only;
3. Aircraft or other aerial devices or articles dropped therefrom;
4. Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding **damage**:
 - 4.1. Arising from cessation of work or from confiscation or destruction or requisition by order of the government or any public authority;
 - 4.2. By Specified Peril 1 Fire caused by strikers, locked-out workers or persons taking part in labour disturbances or Specified Peril 5 Malicious Persons;
 - 4.3. **Damage** arising from stoppage of work;
 - 4.4. **Damage** caused by **your employees**, tenants or any other person lawfully on **your property**;
5. Malicious Persons not acting on behalf of or in connection with any political organisation excluding **damage**:
 - 5.1 By Specified Peril 12 Theft or Attempted Theft;
 - 5.2 In **excess** of £20,000 for any one occurrence, caused by **your** employees, tenants or any other persons lawfully on **your property**.
6. Storm excluding **damage**:
 - 6.1 By Specified Peril 1 Lightning;
 - 6.2 Due to a change in the water table level, resulting from frost, subsidence, ground heave or landslip;
 - 6.3 To fences, posts, hedges and gates;
 - 6.4 By Specified Peril 7 **Flood**
7. **Flood** excluding **damage** by:
 - 7.1. Specified Peril 6 Storm;
 - 7.2. Specified Peril 8 Escape of Water.
8. Escape of water from any tank apparatus or pipe excluding **damage**:
 - 8.1. By water discharge or leaking from any automatic sprinkler installation;
 - 8.2. To **buildings** caused by frost in any outbuildings.
9. Impact by any vehicle or animal.
10. Water freezing in any tank, apparatus or pipe or fixed heating installation or accidental escape of water from any automatic sprinkler installation in the building not caused by:
 - 10.1. Specified Perils 2 Explosion, 1 Earthquake, or heat caused by Specified Peril 1 Fire.
11. Escape of fuel oil from any tank, apparatus, pipes or sprinkler installation excluding:
 - 11.1. **Damage to buildings** caused by frost in any outbuilding;
12. Theft or attempted theft.

Optional extensions

Your schedule will show if **you** have any of the following covers.

Accidental damage

We will cover **you** for any other **damage** but excluding **Damage** caused to **landlords contents** by:

1. Specified Perils 1 - 12 as detailed in the **Landlords contents** section and causes excluded therefrom whether these Specified Perils are insured or not;
2. Inherent vice, latent defect, gradual deterioration, gradually operating cause, wear and tear, the operation of light or atmosphere, frost, change in water table level, faulty or defective design or materials;
3. Wind, rain, hail, sleet, snow, dust or theft to **property** in the open;
4. Faulty or defective workmanship, operational error or omission on **your** part or any employee of **yours**;
5. Corrosion, rust, wet or dry rot, shrinkage, evaporation, dampness, dryness, marring, scratching, **vermin** or insects;
6. Subsidence, ground heave or landslip of any part of the site on which the **property** stands;
7. Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping in connection therewith;
8. Mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude **damage** to surrounding **property** not forming part of the same machine apparatus or equipment.

Section conditions

These conditions apply to this section of **your policy**.

Average

If at the time of **damage** the sum insured is less than the value of the **landlords contents** insured, the amount **we** will pay will be reduced proportionately.

Contribution and average

If, at the time of the claim, there is any other **policy** covering the same **landlords contents**, **we** will only be responsible for **our** proportionate share.

If any other **policy** is subject to any average (under insurance) condition this **policy**, if not already subject to average, will be subject to average in the same way as the other insurance.

If any other **policy** has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the **property** insured.

Reinstatement

If any **property** insured by this section is to be reinstated or replaced by **us**, then **you** should at **your** own expense provide all the plans, documents, books and information that may be needed. **We** will not be required to reinstate the **property** exactly but only as circumstances permit and in a reasonable manner. **We** will not pay more than the sum insured for any one **property**.

How much we will pay

The most **we** will pay for any **landlords contents** covered by this section is the sum insured shown in **your** schedule.

Inflation protection cover

We will adjust the sum insured for **landlords contents** in line with suitable indices of cost and the renewal premium for this section will be based on the adjusted sums insured.

Temporary removal

We will pay up to 10% of the sum insured whilst **landlords contents** are temporarily removed from or in transit to or from the **property** for cleaning, renovation, repair or other similar purposes, but remaining in the **territorial limits** excluding **property** insured elsewhere.

Excess

The **excess** for any cover provided by this section is stated in **your** schedule.

What is not covered

These exclusions apply to this section of **your policy**.

We will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft or Aerial Devices

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

Date recognition

The failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date. But **we** will cover subsequent **damage** resulting from one of the Specified Perils 1 to 11 in the "What is covered" **Landlords contents** section, which is not excluded elsewhere in the section.

Electrical signs

Damage to any electrical sign or its installation.

Excess

This section does not cover the amounts of the **excess** stated in respect of each and every loss.

Excluded property

1. Trade stock and materials;
2. Bills of exchange, promissory notes, cash, bank and currency notes, securities, deeds, bonds or documents of any description;
3. **Business** books, plans, specifications, designs and computer records;
4. Jewellery, watches, furs, precious metals, precious stones or articles made from them;
5. Curios, works of art, antiques, sculptures, rare books or pictures where the value of any one article is more than £1,000;
6. **Property** more specifically insured elsewhere.

Fraud and dishonesty

Acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for **landlords contents** or results from voluntarily parting with title or possession of any **landlords contents** as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from Specified Peril 1 to 11 covered elsewhere in this section.

Glass and sanitary ware

Damage to glass and sanitary ware other than when caused by fire, lightning or explosion or resulting salvage operations.

Pollution or contamination

Damage caused by **pollution or contamination** unless the **pollution or contamination** is itself caused by Specified Peril 1 to 11 that is not otherwise excluded.

Unexplained loss

We will not cover **damage** caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

Brexit

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland.

General conditions

These general conditions apply to all sections of **your policy**. There are additional conditions under each section of **your policy**.

Compliance with section conditions Where:

1. The obligations in the conditions set out reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time; and
2. Do not define the risk as a whole;

We shall not rely on any non-compliance to avoid **our** liability under the terms of this **policy** if the non-compliance could not have increased the risk of the loss which actually occurred whilst **you** are not in compliance with the obligations above.

We shall not be liable to provide cover in respect of any act, **event** claim or incident occurring whilst **you** are not in full compliance with the obligations above.

Change in risk

You must tell **us** as soon as possible of any change in circumstances or alteration to the risk including the undertaking of any renovations (excluding redecorating) during the **Period of insurance**, which may affect this insurance. If **you** do not comply with this condition, **we** may have the right to refuse to pay **your** entire claim. **We** do not have to accept any request to change **your** cover. If **we** accept any change to the cover, an increase in the premium or different terms or conditions of cover may be required by **us**.

Instalments

If **you** fail to pay a premium instalment to **us** on the date due, this may result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **Period of insurance** the annual premium remains due in full.

Reasonable care

You must take reasonable steps to:

1. Prevent or protect against injury, loss or **damage**;
2. Keep **your property**, machinery, plant and equipment in good condition and in full working order;
3. Remedy any defect or any danger that becomes apparent, as soon as possible.
4. Comply with all relevant legal requirements, and regulations imposed by any authority

If required by **us**, **you** must allow access to **your property** and/or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

If **you** do not comply with this condition, **you** may not receive payment in respect of a claim.

Subrogation

We will be entitled to undertake in **your** name or on **your** behalf

1. The defence or settlement of any claim;
2. Steps to enforce rights against any other party before or after payment is made by **us**.

Flat Roof

It is a condition precedent to liability under all sections of this **policy** that:

- (a) all flat roof areas are inspected at least every 5 years by a qualified builder or property surveyor and all defects identified by that inspection are repaired immediately;
- (b) a record of all inspections is made and retained by the insured and is to be available for inspection should it be required.

Failure to comply with these requirements will result in **us** not paying **your** claim.

Where Specified Peril 6 is covered then notwithstanding any other **excess** applicable **We** will not be liable for the first £500 of each and every claim.

General exclusions

These exclusions apply to all sections of your policy

We will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Contractors

There is no liability under this **policy** for loss or **damage** caused by the activities of contractors.

Cyber

1. The alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software); or
2. Any alteration modification distortion erasure, corruption of data processed by any such computer or other equipment or component or system or item; or
3. Any loss whatsoever or any **consequential loss**, whether **your property** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus or similar mechanism** or **hacking** or **phishing** or **Denial of service attack**;

unless cover is specifically provided for by this **policy** and stated in **your** schedule.

Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this **policy**, within any endorsement to this **policy** or within any extension to this **policy**, this **policy** and its endorsements (if any) and its extensions (if any) exclude any loss, **damage**, liability, claim, cost or expense (whether such loss, **damage**, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) Any mutation of or variation of a), b) or c) above; and
- e) Any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) Any fear or anticipation of a), b), c), d) or e) above, regardless of any other cause or **event** contributing concurrently or in any other sequence thereto.

This exclusion does not apply to the Employers Liability coverage (where operative).

Illegal activities

Property being used, by **you** or any occupants, for any illegal activity unless otherwise stated in **your** schedule.

Radioactivity contamination

Any **property** or any loss whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:

1. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
2. Ionising radiation or **contamination** by radioactivity or from the combustion of any radioactive material;
3. Chemical and, or biological and, or radiological irritants contaminants or pollutants.

Terrorism

1. For England, Scotland and Wales, the Channel Islands and the Isle of Man
 - a) Any act of **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 any act of **terrorism**.
 - c) Any act of **terrorism** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution.
2. For Northern Ireland
 - a) Any act of **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 any act of **terrorism**
 - c) Riot, civil commotion and (except for **damage** or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
 - d) Any act of **terrorism** directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical, radiological or nuclear pollution

If any of the above are found to be invalid or unenforceable, the remainder shall remain in force and effect.

War

Or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or **damage to property** by or under the order of any government or public or local authority.

Legal Expenses Insurance



This section of the policy is only applicable if you have selected to have Legal Expenses cover, this will be shown on your policy schedule.

Welcome

Welcome and thank you for choosing to buy your Commercial legal policy from Markel Legal Expenses Insurance.

This document, the schedule and any endorsements all form your policy and set out the terms and conditions of the agreement between us.

We understand you may be very busy, but we strongly suggest that you read the whole of this agreement. At the very least, please make sure you read:

- 1) The remainder of the **Welcome** pages
- 2) The **Important information** section
- 3) The Policy Summary
- 4) The Policy schedule

How to contact us about your insurance policy

1) To make a claim

If you need to make a claim or let us know about a situation that could lead to a **claim**, you should contact us as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on your policy schedule or by writing to/emailing us using the details below:

The Claims Department
Markel Legal Expenses Insurance
Interchange
81-85 Station Road
Croydon
CR0 2AJ

LElclainsuk@markel.com

If you write to or email us a claim form will be sent to you for completion and this must be returned without delay.

2) To make a complaint

If you are not satisfied with any part of our service then you should contact us using the details in **Important information – How to make a complaint** and we will do our best to resolve the problem.

3) To talk to us about your policy

If you need any help to fully understand what is covered under this Business Legal policy please contact your insurance broker.

How to contact us for advice

1) For advice or stress counselling

Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, your policy provides your employees with access to a 24/7 year round stress counselling line.

The telephone number to call is shown in your policy schedule and you will need your policy number to access the advice.

2) For legal resources, news and documents

To complement the legal advice line you have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit markellaw.co.uk and click the Markel Law Hub tab to log in using your policy number/token code which can be found in your policy schedule.

Special or unusual conditions and terms of this policy

The policy comes with some important conditions and terms that you need to be aware of:

1) Prospects of success

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above we will not provide cover.

2) Defined terms

Some of the words in your policy have a specific meaning and we have highlighted these to you by showing them in **bold** print. Please see the **Defined terms** section at the end of this policy to see what these words mean.

Contents

Page 2	Sections of cover
Page 4	What is not covered?
Page 5	Claims conditions
Page 6	Important information
Page 8	Defined terms

Your insurance policy

This is the agreement between **you** and **us**.

Things we will do

We will provide the cover as written in this **policy** for:

- Disputes under the **Sections of cover** shown as insured in **your policy** schedule and
- **Costs** subject to the **excesses** and the limits shown in **your policy** schedule and
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your** business description as stated in **your policy** schedule and
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **your policy** schedule.

Things you must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You/ must:

- Pay the premium for **your policy**
- Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- Tell **us** as soon as possible if there is a change in **your** circumstances such as:
 - Any change of ownership of **your** business
 - If **your** business is involved in a merger or the acquisition of another business
 - Any change in **your** business description
- Take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- Follow the **Claims conditions** of this **policy**.

If **you** do not meet **your** part of the agreement **we** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with.

Sections of cover

Property and tenant disputes	
What is covered?	What is not covered?
We will pay costs to obtain damages or other legal remedy for:	We will not cover claims where:
Property disputes <ul style="list-style-type: none"> • Trespass on your property • Nuisance from another affecting your property • The defence of another's claimed right of way over your property • Your use of a right you have over another's property as recorded in the title documents of your property • Pursuing another for physical damage to your property not recoverable under another insurance policy. 	Property disputes <ol style="list-style-type: none"> 1. There is a dispute over a contract (other than title documents) 2. The other party's argument is that they own some or all of your property 3. There is a dispute over rights to or over another's property which is alleged to have arisen through your use or occupation over a length of time.
Disputes with your tenant <ul style="list-style-type: none"> • Your tenant's failure to maintain or repair your property as required by the written terms of your lease or tenancy • An allegation by your tenant that you failed to maintain or repair property as required by the written terms of your lease or tenancy • Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy. 	Disputes with your tenant <p>There are dilapidations unless you have served a notice of dilapidations on your tenant and you have an independent expert valuation of the dilapidations which must be obtained at your own expense.</p>
Eviction The eviction of your tenant or your employee or ex-employee from your property .	Eviction <ol style="list-style-type: none"> 1. The claim is made within the first 90 days of the start of this policy 2. You have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property
	All of Property and landlord and tenant disputes <ol style="list-style-type: none"> 1. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement 2. You will not suffer a financial loss or the value of your property would not be reduced 3. You have not made a claim under your buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting your property 4. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority

	<p>5. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property</p> <p>6. You have failed to fully maintain suitable buildings and if needed contents insurance</p> <p>7. There is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind.</p>
Health and safety defence	
What is covered?	What is not covered?
We will pay costs for your:	We will not cover claims:
Interview under caution Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority for Health and Safety violations.	Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police Station.
Prosecution defence Defence of a criminal prosecution for health and safety violations once you receive a summons accusing you of a Health and Safety violation.	Prosecution defence <ol style="list-style-type: none"> Where you are alleged to have committed: <ol style="list-style-type: none"> a motoring offence an assault or sexual offence fraud, dishonesty or criminal damage Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act For your employee, director or a partner of your business if you are charged under the Corporate Manslaughter or Corporate Homicide Act 2007 Where there is an allegation you are responsible for damage or loss caused by seepage, pollution or contamination of any kind.
What you need to know We won't pay any costs or fines that you are ordered to pay by a criminal Court.	

Tax protection	
What is covered?	What is not covered?
We will pay costs in representing you before HM Revenue & Customs (HMRC):	We will not cover claims where:
Aspect enquiry When HMRC issues a formal notice to you , your director or to your business partner to carry out an aspect enquiry into a part(s) of your income or corporation tax Self Assessment return.	<ol style="list-style-type: none"> There is not a reasonable prospect of reducing the liabilities alleged by HMRC Tax returns are more than 90 days late or where you have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution There is a dispute or enquiry relating to the National Minimum Wage or Living Wage There is an allegation of tax avoidance.
Full enquiry When HMRC issues a formal notice to you , your director or to your business partner to examine all of your financial records income or corporation tax.	
National Insurance and PAYE disputes When HMRC expresses dissatisfaction with your p11ds or p9ds or your PAYE and/or NIC affairs following an employer compliance visit by HMRC.	
Current tax year enquiry Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect your business records, assets or premises.	
VAT disputes Over alleged failure to pay VAT.	
Regulatory compliance	
What is covered?	What is not covered?
We will pay costs for your :	We will not cover claims :
Enforcement notices Appeal against an improvement or prohibition notice issued by the Health and Safety Executive.	
Abatement notice appeals Appeal against an abatement notice issued by a local authority for a statutory nuisance.	Abatement notices appeals <ol style="list-style-type: none"> Where there is more than one claim in the period of insurance Connected to or arising from planning applications, decisions or disputes.
Licence appeals Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence you need to carry out your business activity as stated in your policy schedule.	Licence appeals <ol style="list-style-type: none"> For appeals arising from or connected to a change in the law or regulation For the costs of complying with a notice or order Involving driving or property licences Where you have failed to comply with recommendations or warnings from your regulator.

Contracts for construction and repairs	
What is covered?	What is not covered?
<p>We agree to pay costs in a dispute with a contracting party over:</p> <p>A construction contract (including any variations to the construction contract) for work undertaken on your property that is in writing and which states:</p> <ul style="list-style-type: none"> The parties to the contract The date work is to commence The work to be done and the timescales for the work to be done The amount of money to be paid for the work and when it is to be paid. 	<p>We will not cover claims in disputes:</p> <ol style="list-style-type: none"> Over construction projects estimated to cost more the maximum construction project value Where work commenced before the construction contract or a variation to construction contract was agreed Over construction contracts agreed or any work started before the inception of this policy, unless you had a policy that provided cover to the same effect as this policy and there was no break in cover, in which case, the inception date of the previous policy will apply Over construction contracts where you are carrying out the works If your business is in the construction industry Below the minimum sum in dispute specified in the policy schedule Over undisputed debts unless the debt is at least 90 days overdue and you have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date Over guarantees or warranties Over contracts you enter into through an agent or which you have taken over from someone else by assignment Over franchise contracts Over hire purchase, credit agreements, insurance, financial securities and/or grants Over contracts of employment Over any tenancy agreement, lease or licence to use land or buildings or the sale of and/or land and or buildings.

What is not covered by this policy?

We will not cover **you** for:

- The defence of civil legal proceedings concerning:
 - injury or disease including psychiatric injury and stress
 - damage to or loss or destruction of property
 - an alleged breach of professional duty.
- Costs** incurred without or in excess of **our** written consent.
- Any dispute falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the First-tier tribunal – Property Chamber (or regional equivalents).
- Any dispute of legal proceedings where **you** are in breach of any legislation in relation to the **deposit**.
- Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**.
- Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC.
- Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order.
- Disputes or legal proceedings between any parties specified as **you** in the **policy** schedule or with any parent, subsidiary or associated company or partner.
- Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** or with **us**.
- Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - breach of confidentiality
 - passing off
 - defamation or malicious falsehood
 - the ownership or existence of any intellectual property rights
- Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
 - intentional wrongdoing
 - act or omission with negligent disregard as to its consequences.
- Any **costs** which **you** should or would have had to incur irrespective of any dispute.
- Any benefit under this insurance to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- The VAT element of **your claim** if **you** are registered for VAT.
- Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination.

Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

How and when to make a claim

Contact details for **The Claims Department** can be found in the **Welcome page** of this **policy**.

We will only cover **claims** that **you** tell **us** about during **your period of insurance**.

You must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

We will send **you** an insurance claim form that must be completed and returned as soon as possible.

When we will agree to cover your claim

Our consent

We will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success**, other than Sections of cover:
 - **Health and Safety defence - Interview under caution**
 - **Witness attendance allowance**.

If during the course of **your claim** **you** no longer satisfy **us** of the above, cover under this **policy** for **costs** will be withdrawn and any **costs** incurred awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary.

If **your claim** is accepted by **us**, it does not always mean that all **costs** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs** **we** have paid.

Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy **us** that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

Claims rejected due to a lack of reasonable prospects of success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible.

Settlements

You must inform **us** as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs**
- Try to recover as much **costs** as possible.

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you** **costs** **we** have paid.

At **our** discretion, instead of covering **you** for **costs**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser.

If **we** choose to do this, then **your claim** will end and no further payments of **costs** will be made.

Co-operation

You must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors **we** took into account in accepting **your claim**.

Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and **costs** then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If **costs** are recovered from the other party then that money will be repaid to **us** first until all **costs** have been repaid.

Payment of costs

A copy of all invoices for **costs** you receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the **costs** for assessment by a Court or Tribunal or to a **costs** lawyer of **our** choice.

You are responsible for the payment of all **costs**. **We** will reimburse **you** for the **costs** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** directly if **we** choose to do so.

Appeals

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal.

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and choice of your representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute.

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim** **your representative** wishes to instruct Counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction.

Important information

Fraudulent Claims

If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

Dual insurance

If any **claims** covered under this **policy** are also covered by another policy, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel International Insurance Company Limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

Information you have given us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below

We will write to **you** or **your** insurance broker if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

Cancellation

You can write to **us** to cancel the **policy** if less than 14 days of the **policy** have expired and **we** will refund **your** premium in full provided that **you** have not notified or made a **claim** under the **policy**.

If 14 or more days of the **policy** have expired **you** can write to **us** to cancel the **policy**, however **we** will not refund the premium.

Cancellation requests must be made via the Broker you have taken the policy out through.

The **policy** may be cancelled by **us** at any time, if **we** choose to do this **we** will give **you** 30 days' notice in writing and **we** will refund the premium less the time **we** have insured **you** for. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- If **you** have not paid the premium
- A change in risk which means that **we** can no longer provide **you** with this cover
- If **you** do not supply any information or documentation that **we** have asked for
- Threatening or abusive behaviour or the use of threatening or abusive language.

If this happens, cover under **your policy** for **costs** will be automatically withdrawn and any **costs** incurred on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

The premium will be recalculated based on the time **we** have insured **you** for plus 20% of the time **we** haven't insured **you** for.

No return of premium will be allowed if **you** have notified or made a **claim**.

How to make a complaint about your policy

If **you** are not satisfied with any part of **our** service then **you** should contact **us** and **we** will do **our** best to resolve the problem. **You** can contact **us** at the following:

The Customer Services Manager
Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0345 350 1099
Email: complaints@markel.com

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute that cannot be resolved through **our** complaints process then **you** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
www.financial-ombudsman.org.uk
This procedure will not prejudice **your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then **we** and **you** shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **you** and **us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the **costs** of the arbitration will be decided by the arbitrator. If **we** and **you** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The **costs** of the arbitration will be paid by the party that loses the arbitration.

How to make a complaint about the Markel advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **you** have a complaint about these telephone legal advice services **you** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then **you** should contact **us** using the details in **Important information – How to make a complaint** and **we** will do our best to resolve the problem.

Personal information/Privacy policy statement

The basics

We collect and use relevant information about **your** business to provide insurance cover and to meet **our** legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **you** provide to us in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover. As such, **you** agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this **policy** or
- The date that **you** first provide information about the individual to **us**.

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individuals that **we** ask for from time to time.

Want more details?

For more information about how **we** use personal information provided to **us** please see **our** full **Markel privacy notice**, a copy of which is available online at markelinternational.com/foot/privacy-policy or on request.

Contacting us and individual rights

Individuals have rights in relation to the information **we** hold about them, including the right to access their information. Please contact **us** at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how **we** use your information or to request a copy of our full Markel privacy notice.

Rights of third parties

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

Breach of sanctions

We provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to this **policy** and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom of Great Britain and Northern Ireland.

Liquidation

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **rent** will be automatically withdrawn and any **costs** and/or **rent** incurred on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

Defined terms

Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or
- Legal proceedings, tax enquiry, construction project or parties in dispute

even if **you** are claiming under more than one **Section of cover** of this **policy**.

Claim

An insurance claim under this **policy**.

Construction contract

A contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of this **policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.

Contracting party

A person, firm or company with whom **you** have a direct contractual relationship.

Costs

- **Own costs**
The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**
- **Other party costs**
In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

Employee

Any person under a contract of service with **you**.

Excess

The initial amount of **costs** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

- Use **our** choice of **representative**
- Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts**.

Maximum construction project value

The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in the **policy** schedule.

Period of insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule.

Policy

This insurance **policy** including the schedule and any endorsements that apply.

Property

Land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible.

Reasonable prospects of success

We will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against **you**
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of **your** punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority.

If there is 50% or less chance of the above **we** will not provide cover.

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

Territorial limits

The regions as stated in the **policy** schedule which will have the following meanings:

- UK: The United Kingdom of Great Britain and Northern Ireland
- EEA: The European Economic Area
- WWex: Worldwide excluding USA and Canada
- WWi: Worldwide including USA and Canada.

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. **Claims** will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

You/Your

- The business(es) or individual(s) declared to **us** and named in the **policy** schedule
- Under **Health and Safety defence and Licence appeals** you may request, your **employee**, or a director or a partner of your business to be covered by your **policy** provided that under **Health and Safety defence** the same **representative** acts for all.