

# LANDLORDS INSURANCE EVERYTHING EXPLAINED

Your Policy Wording  
(Please keep this safe)

**MORE TH>N<sup>®</sup>**  
FOR BUSINESS

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## Introduction

Welcome to MORE TH>N BUSINESS. Thank you for choosing Us as Your insurer.

### About Your Insurance Policy

Your insurance Policy is made up of this Policy wording, Your Statement of Fact, and the Schedule which shows the sums insured, Our Limits of Liability, the premium You will pay, and any other terms which apply to Your Policy.

You should read the Statement of Fact, Schedule and the Policy wording together, to tell You what is covered and what is not covered, how We settle claims and other important information.

Some words in this Policy have a special meaning. They start with a capital letter whenever they appear in the Policy, and are listed under "Definitions - Words with Special Meanings" at the end of the Policy.

We have set out 'What is covered' to the left of each page, and 'What is not covered' to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

### The Insurance Contract

This Insurance Policy is a legal contract between You and Us. Our acceptance of this risk is based on the information presented to Us prior to the commencement of the Policy, and at subsequent stages in respect of mid-term changes and renewal. Provided You have answered all of Our questions accurately and in good faith, and checked any assumptions generated on the Statement of Fact carefully, We will accept this as being a fair presentation of the risk.

We will provide the insurance described in this Policy (subject to all the terms, conditions and exclusion of this Policy) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

This Policy has been issued by Royal & Sun Alliance Insurance plc.

## LANDLORD INSURANCE POLICY SUMMARY

MORE TH>N BUSINESS Landlords Insurance is underwritten by Royal & Sun Alliance Insurance plc. It is an annual contract which may be renewed each year subject to your needs and our terms and conditions.

This policy includes the following covers as standard:

- Property Damage.
- Public (Property Owners) Liability.
- Legal Defence Costs.
- Legionellosis Liability.

You may also add further covers to suit your needs. Full details of the covers you have chosen are shown in your Policy Schedule and Statement of Fact.

The following tables provide a summary of the main policy features and benefits and any significant exclusions or limitations. For full policy details and our full terms and conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

On receipt of your Policy Documentation, you will have 14 days to decide if you wish to cancel the policy – see “Your right to cancel the policy” for more information.

TABLE 1

# STANDARD FEATURES AND BENEFITS

The following will automatically be included in your policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
<p><b>PROPERTY DAMAGE INSURANCE</b> You can cover your Buildings and Rent Received against the following standard risks.</p>		
<p><b>Standard Covers:</b> Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• Fire, Lightning, Explosion, Aircraft, Earthquake.</li> <li>• Riot, Civil Commotion, Malicious Damage.</li> <li>• Storm, Flood, Escape of Water.</li> <li>• Subsidence.</li> <li>• Impact.</li> <li>• Theft.</li> <li>• Accidental Damage.</li> </ul>	<p>Please note:</p> <ul style="list-style-type: none"> <li>• Some specific causes of Damage may be excluded – please see your Policy Wording/Schedule for details.</li> <li>• Terrorism is excluded from the Standard Covers.</li> <li>• Civil commotion is excluded in Northern Ireland.</li> <li>• Security and inspection conditions apply to any Buildings that are unoccupied.</li> <li>• Theft and malicious damage cover does not apply to some tenancy types – please see your Policy Schedule for details.</li> </ul>	<p>Property Damage</p>
<p><b>Inflation Protection (Day One Basis of Cover)</b> Provides an automatic 15% increase in the Building value You declare for insurance during the Policy period. You have an option to increase this to either 30% or 50%.</p>	<p>Please note: The Building value You declare must be sufficient to reinstate the Building as at the start of the policy period.</p>	<p>Property Damage</p>
<p><b>Reinstatement</b> Cover is on an 'as new' basis.</p>	<ul style="list-style-type: none"> <li>• Excludes betterment.</li> <li>• If the value You declare is less than the full amount that your Building should be insured for, your claim may be reduced.</li> </ul>	<p>Property Damage</p>
<p><b>BUILDINGS</b> The following will automatically be included in your policy</p>		
<p><b>Standard Covers:</b></p> <ul style="list-style-type: none"> <li>• Buildings.</li> <li>• Landlord's Fixtures and Fittings.</li> <li>• Tenants Improvements (for which You are responsible).</li> </ul>	<ul style="list-style-type: none"> <li>• Please see exclusions to Standard Covers in your Policy Wording/Schedule.</li> <li>• If the value You declare is less than the full amount the Building should be insured for, your claim may be reduced.</li> </ul>	<p>Property Damage</p>

TABLE 1 CONTINUED

## STANDARD FEATURES AND BENEFITS

The following will automatically be included in your policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations	Policy Section
<b>LEGAL LIABILITIES TO THE PUBLIC INSURANCE</b> The following will automatically be added to your policy.		
<b>Standard Cover:</b> <ul style="list-style-type: none"> <li>• Accidental injury to any person other than an employee.</li>   <li>• Accidental damage to property.</li>   <li>• Nuisance, trespass to land or goods or interference with any easement, right of air, light, water or way.</li>   <li>• Legal Defence Costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage.</li>   <li>• Legal liability arising out of accidental injury caused by Legionellosis.</li> </ul>	<ul style="list-style-type: none"> <li>• Limit of Indemnity £2,000,000 in any one Period of Insurance with an option to increase this limit to £5,000,000.</li>   <li>• Injury in circumstances where motor insurance should have been arranged by you in accordance with any Road Traffic Legislation.</li>   <li>• Damage to your own property or property in your custody or control is excluded.</li> <li>• Some other specific events may be excluded or cover may be qualified – please see your Policy Wording/Schedule for details.</li>   <li>• Limit of indemnity £250,000 in any one Period of Insurance.</li>   <li>• Limit of indemnity £2,000,000 in any one Period of Insurance with an option to increase this limit to £5,000,000.</li> </ul>	Liability

TABLE 2

## OPTIONAL FEATURES AND BENEFITS

You may choose to add the following to your Landlords Insurance policy.

Features and Benefits	Significant Exclusions or Limitations	Policy Section
<b>LEGAL LIABILITIES TO EMPLOYEE INSURANCE</b>		
<p><b>Standard Cover:</b></p> <ul style="list-style-type: none"> <li>Employers' Liability.</li> <li>Legal Defence Costs in defending proceedings arising from a breach of Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury or damage.</li> </ul>	<ul style="list-style-type: none"> <li>Limit of indemnity £10,000,000 in any one event with a £5,000,000 limit for Terrorism.</li> <li>Injury in circumstances where motor insurance should have been arranged by you in accordance with any Road Traffic Legislation.</li> <li>Limit of indemnity £250,000 in any one Period of Insurance.</li> </ul>	Legal Liabilities to Employees Insurance.
<b>RENT</b>		
<ul style="list-style-type: none"> <li>Rent Cover provides You for loss of income resulting from Damage to the Buildings covered by the standard covers during the indemnity period chosen by You.</li> <li>The indemnity period starts when the loss or damage occurs and ends when You cease to be affected by it.</li> <li>If You select Rent cover, We also include Alternative Accommodation cover for Your Tenants.</li> </ul>	<ul style="list-style-type: none"> <li>The maximum indemnity period available is 48 months.</li> <li>If the Rent value You declare is less than the full amount the Rent should be insured for, your claim may be reduced.</li> <li>Maximum We will pay for Alternative Accommodation is 20% of the Building sum insured and for no longer than 36 months from the date of the damage.</li> </ul>	Property Damage
<b>LANDLORDS CONTENTS INSURANCE</b>		
<p>Option to include cover for Your contents in the form of household goods and appliances used in Your capacity as a landlord. If You choose to include it, You get the full range of Property Damage covers on your contents as standard; Fire, Lightning, Explosion, Aircraft, Earthquake, Riot, Civil Commotion, Malicious Damage, Storm, Flood, Escape of Water, Subsidence, Impact, Theft and Accidental Damage.</p>	<ul style="list-style-type: none"> <li>Excludes jewellery, currency and tenants own contents not owned by You.</li> <li>Single item limit of £1500 applies.</li> <li>Theft or attempted theft by Your Tenant or any member of their family is excluded.</li> <li>Other cover restrictions will apply to certain Tenant types, see your Policy for full details.</li> </ul>	

TABLE 3

## GENERAL CONDITIONS AND EXCLUSIONS AND EXCESSES AND LIMITS

The following apply to the policy as a whole, regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording.

	Policy Section
<b>GENERAL CONDITIONS AND EXCLUSIONS</b>	
<ul style="list-style-type: none"> <li>If there are any changes to Your Business, the Premises, the Property therein, or any other circumstances whereby the risk is increased, You must inform Us without undue delay. Failure to do so could invalidate the policy or result in a claim being rejected or the amount paid reduced.</li> </ul>	All
<ul style="list-style-type: none"> <li>Nuclear Risks, War and Sonic Bangs are excluded.</li> </ul>	Various
<ul style="list-style-type: none"> <li>Terrorism (part of which can be bought back), Northern Ireland terrorism and Civil Commotion are excluded.</li> </ul>	Various
<b>EXCESSES AND LIMITS</b>	
<ul style="list-style-type: none"> <li>Any excesses applicable to Your Policy are detailed in your Policy Wording/Schedule. These are the amounts You must pay in the event of each and every claim.</li> </ul>	All
<ul style="list-style-type: none"> <li>Limits may apply to Your Policy, please refer to your Policy Wording/Schedule for details.</li> </ul>	



## IMPORTANT INFORMATION

### YOUR RIGHT TO CANCEL THE POLICY

If once you have checked your policy you decide not to proceed with our insurance you have a statutory right to cancel the policy within 14 days, starting on the date you receive your policy documentation. To cancel, please write to the address or call the number shown on your policy schedule. On receipt of your notice and, where applicable, the return of your policy documentation, we will refund any premiums already paid, except when you have already made a claim under your policy. Any refund of premium will be subject to an administration fee of £10.

### CLAIMS

Should you wish to claim under the policy you should call our Claims Helpline on 0330 102 4098 as soon as possible. You must provide us with any information or help that we may ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

### COMPLAINTS

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of MORE TH>N BUSINESS at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

MORE TH>N BUSINESS	FINANCIAL OMBUDSMAN SERVICE
Customer Relations Team P O Box 255 Wymondham NR18 8DP	Exchange Tower Harbour Exchange Square London E14 9SR

### COMPENSATION



Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

# OTHER IMPORTANT INFORMATION

## PREMIUM AND PAYMENTS

Premiums and administration fees are inclusive of Insurance Premium Tax.

You may pay for your policy annually or, for some policy contracts, by monthly instalments. Annual premiums may be paid by direct debit or credit/debit card. Monthly instalments can only be paid by direct debit.

If You make a change to your Policy before the renewal date We may apply an administration fee.

## ADMINISTRATION FEE

Should You need to change Your Policy or Your details, there are a number of different changes that will incur an administration fee on top of any variation of Premium.

AMENDMENT TYPE	CUSTOMER SERVICE CENTRE CHARGE
Change of name / address	£10
Change to the Property Insured	£10
Change of Occupancy	£10
Change of Tenant Type	£10
Add Optional Covers	Free
Change to Number of Tenants	£10
Change to Arrangement of Tenancy Agreement	£10
Change of Excess / Contribution	£10
Change of Rent	£10
Change of Declared Value	£10
Duplicate documents issue	£10

Note: The administration fee includes Insurance Premium Tax at the current rate.

If You are making multiple changes to Your policy at the same time only one administration fee will apply.

## RENEWING YOUR POLICY

At least 21 days before each policy renewal date we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you need to tell us before the renewal date.

If you pay by direct debit we will continue collecting premiums unless you notify us that you wish to cancel the policy. This will also apply for payments by credit/debit card, if you have previously given us permission. For other payment by credit/debit card, you must submit a further payment if you wish to renew the policy.

You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in “Your right to cancel the policy” above.

## TERMINATION OF THE CONTRACT

You may cancel the contract by giving us notice in writing and returning your certificate of insurance (if applicable). If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance. A cancellation fee of £25 will apply.

The cancellation fee includes Insurance Premium Tax at the current rate.

We may cancel this policy by giving you at least 14 days notice at your last known address. If You have not made a Claim We will refund the appropriate proportion of the Premium already paid for the remainder of the current period of insurance. Calculation of any Premium adjustment will be subject to the cancellation fee above, unless the effective date of the cancellation falls within the statutory 14 days right to cancel, when the refund will be subject to an administration fee of £10 inclusive of Insurance Premium Tax at the current rate.

### LAW APPLICABLE TO THE POLICY

Both You and We may choose the law which applies to this contract. However, unless You and We agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which You live or where Your Business is based. Full details will be provided in your policy documentation.

The language used in this policy and any communications relating to it will be English.

### FINANCIAL OR TRADE SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

### RSA

MORE THAN BUSINESS Landlord Insurance is underwritten by Royal & Sun Alliance Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under Registration No. 202323. You can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

# Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Events</b>  <b>THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED IN THE SCHEDULE.</b></p> <p>1 Fire, smoke, lightning, explosion and earthquake.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage caused by the bursting of any boiler or other plant owned by You or under Your control and in which the internal pressure is due to steam only. However, We will not exclude Damage caused by the explosion of any boiler or gas used only for domestic purposes.</p>
<p>2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.</p> <p>3 Damage arising from stoppage of work.</p>
<p>3 Storm or flood.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage caused solely by change in the Water Table Level.</p> <p>3 Damage caused by frost, Subsidence, Ground Heave or Landslip.</p> <p>4 Damage caused to fences, gates, hedges, trees, plants, shrubs and turf unless there is Damage to structural parts of the Building at the same time.</p>
<p>4 Escape of water or oil from any tank, apparatus, pipe or appliance.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage by water discharged or leaking from an automatic sprinkler installation.</p>
<p>5 Impact by</p> <p>A) any vehicle or animal</p> <p>B) aircraft or other aerial devices or articles dropped from them.</p>	<p>1 Your Contribution as shown in the Schedule.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p>6 Accidental escape of water from any automatic sprinkler installation.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Escape caused by freezing or unfreezing of the installation or any part of it in any Building which is Unoccupied.</p>
<p>7 Theft or attempted theft.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage which You can recover from another source.</p>
<p>8 Subsidence, Ground Heave or Landslip.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.</p> <p>3 Damage occurring as a result of the construction, demolition, structural alteration or structural repair of Buildings or any groundwork or excavation at the Premises.</p> <p>4 Damage arising from normal settlement or bedding down of new structures.</p> <p>5 Damage to car parks, yards, drives, roads, pavements, footpaths, patios, terraces, swimming pools, tennis courts, squash courts, walls, fences, gates and hedges unless there is Damage to structural parts of the Building at the same time.</p> <p>6 Damage to solid floors of residential Buildings, or caused because solid floors have moved, unless the walls of such Property are damaged by the same cause and at the same time.</p> <p>7 Damage caused by or arising from faulty workmanship, design or materials.</p> <p>8 Damage commencing prior to the granting of cover under this Insurance.</p>
<p>9 A) Falling trees or their branches.</p> <p>B) Falling television or radio receiving aerials, aerial fittings and masts or satellite dishes.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage caused by felling or lopping of trees and branches by You or on Your behalf.</p>

## WHAT IS COVERED

10 Any other accident.

## WHAT IS NOT COVERED

- 1 Your Contribution as shown in the Schedule.
- 2 Damage by any of the Events 1 – 9 or the causes shown under 'What is not covered' for each of these Events (whether or not insured).
- 3 Damage caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
  - C) faulty or defective workmanship by You or Your Employeesbut this shall not exclude subsequent Damage which itself results from an insured Event.
- 4 Damage caused by
  - A) corrosion, rust, wet or dry rot, shrinkage, dampness, dryness, marring, scratching, vermin, pests or insects
  - B) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping
  - C) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originatesbut not
  - i) such Damage which itself results from other Damage which is covered by this Insurance
  - ii) subsequent Damage which itself results from an insured Event.

WHAT IS COVERED

WHAT IS NOT COVERED

- 5 Damage caused by pollution or contamination unless resulting from a sudden, identifiable, unintended and unexpected cause which occurs in its entirety at a specific moment in time and place during the Period of Insurance and which is not otherwise excluded.
- 6 Damage to any Buildings or structure caused by its own collapse or cracking unless resulting from a sudden, identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which does not result from
  - A) any Buildings being built, demolished or undergoing structural alteration or repair
  - B) groundworks or excavation worksand is not otherwise excluded.
- 7 Damage caused by disappearance or unexplained loss.

# Extensions of Cover

## THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>1 Additional Sprinkler Costs</b></p> <p>The costs incurred in upgrading an automatic sprinkler installation to current LPC Rules solely as imposed upon You by Us after Damage to Your Buildings by any of the insured Events 1–10 of this Insurance</p> <p>provided that at the time of Damage the installation conformed to the 28th or 29th Edition Rules or to LPC Rules current at the time of installation but did not conform to subsequent amendments to those Rules.</p>	<p>1 Your Contribution as shown in the Schedule.</p>
<p><b>2 Alterations and Additions to the Buildings</b></p> <p>If alterations and additions are made to the Buildings during the Period of Insurance that are not more specifically insured the Declared Value and sum insured in respect of Buildings will be increased by the value of the alterations or additions from practical completion of the work until the renewal date immediately following completion.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage to Buildings insured on another policy.</p> <p>3 Any amount in excess of 10% of the respective Buildings Declared Value and sum insured or £500,000 whichever is the lower amount.</p>
<p><b>3 Concern for Welfare Costs</b></p> <p>Damage caused by the Police or persons acting under their control in gaining access to the Buildings as a result of their concern for the welfare of an occupier of the Premises.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Damage caused by the Police in the course of criminal investigations.</p>
<p><b>4 Damage to Landscaping</b></p> <p>The costs incurred in</p> <p>A) repairing Damage to landscaped gardens and grounds caused by the emergency services when attending the Premises</p> <p>B) replanting trees, shrubs, plants and turf used in landscaping</p> <p>as a result of Damage by any of the insured Events 1 to 10 of this Insurance.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £25,000 any one loss.</p> <p>3 The failure of any plant to germinate or propagate following replacement under this extension.</p>



**WHAT IS COVERED**

**WHAT IS NOT COVERED**

**5 Fire Extinguishment Accidental Gas Discharge and Alarm Setting Expenses**

The costs incurred by You in

- A) refilling fire extinguishing appliances and replacing used sprinkler heads
- B) recharging gas flooding systems installed for the protection of the Buildings
- C) resetting fire and intruder alarms

and any fire brigade charges

all solely in consequence of Damage by any of the insured Events 1 to 10 of this insurance or in respect of B) arising out of the accidental discharge thereof.

1 Your Contribution as shown in the Schedule.

2 Any amount in excess of £50,000 any one loss.

**6 General Interests**

The interests of freeholders, lessees and/or mortgagees of Buildings covered are noted in this Insurance subject to You disclosing their names to Us in the event of any claim arising.

**7 Glazing Repairs**

The costs incurred in

- A) any necessary boarding up or temporary glazing in order to secure the Premises pending replacement of broken glass if a replacement cannot be made at the same time
- B) the removing and refixing of window fittings, framework and other obstacles to replacement

as a result of Damage by any of the insured Events 1–10 of this Insurance.

1 Your Contribution as shown in the Schedule.

**WHAT IS COVERED**

**WHAT IS NOT COVERED**

**8 Index Linking**

An adjustment in the sums insured and Declared Values shown on the Schedule will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.

No extra charge will be made for any increase in sums insured until the renewal of the Policy when the renewal premium will be based on adjusted sums insured.

**9 Insurance Premiums**

The cost of any insurance premiums (or Technical Agent's fees in respect of Latent Defects Policies) incurred by You with Our consent in arranging contract works insurance policies with Us (or in continuing pre-existing Latent Defects policies) following Damage to the Buildings by any of the insured Events 1- 10 of this Insurance.

**10 Loss of Gas, Oil and Metered Water**

The additional gas, oil and metered water charges incurred by You as a result of Damage caused by any of the insured Events 1-10 of this Insurance.

The amount payable shall be ascertained by comparing the charge made by the gas, oil or water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting Your liability for metered charges during such period.

1 Your Contribution as shown in the Schedule.

1 Your Contribution as shown in the Schedule.

2 Any amount in excess of £25,000 in any one Period of Insurance.

3 Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.

**WHAT IS COVERED**

**WHAT IS NOT COVERED**

**11 Non-Invalidation**

This Insurance will not be prejudiced by

- A) repairs, structural and other alterations all of a minor nature and general maintenance work being undertaken at the Premises
- B) any increase in risk of Damage resulting from an alteration, act or omission which occurs without Your authority or knowledge or that of any freeholder, mortgagee or lessor

but this shall only protect Your interest and that of the freeholder, mortgagee, lessee or lessor and will only apply if We are notified immediately You or they become aware of the increase in risk and any additional premium is paid.

**12 Removal of Nests**

The cost of removing any wasps, hornets or bees nests from the Buildings.

**13 Replacement of Locks**

The costs necessarily incurred in replacing the locks or changing parts of the locks if the keys to the Buildings or to any safe or strongroom in Your Premises are stolen or there is reasonable evidence that the keys have been duplicated by an unauthorised person.

**14 Temporary Removal**

Damage to fixtures and fittings or other Property insured under Buildings and, if included, Landlord's Contents whilst temporarily removed from the Premises to any location or whilst in transit for cleaning, renovation or repair or other similar purposes.

1 Your Contribution as shown in the Schedule.

2 The cost of removal of any nests already in the Buildings before Your Insurance cover commences.

3 Any amount in excess of £5,000 in any one Period of Insurance.

1 Your Contribution as shown in the Schedule.

2 Any amount in excess of £5,000 any one loss.

1 Any Property that is insured on another policy.

2 Damage by theft or attempted theft from any building that does not involve forcible entry into or exit from the building.

3 Any amount in excess of £50,000 any one loss.

4 Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>15 Trace and Access</b></p> <p>Damage occurring as a result of escape of water or oil as insured by Events 4 and 6 including</p> <p>A) the costs necessarily incurred in locating the source of such Damage</p> <p>B) the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £50,000 any one Event.</p>
<p><b>16 Tree Felling and Lopping</b></p> <p>The cost of removing or lopping any trees which are an immediate threat to the safety of life or Property.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any costs You have to pay solely in order to comply with a Preservation Order.</p> <p>3 Any amount in excess of £2,500 in any one Period of Insurance.</p>
<p><b>17 Unauthorised Use of Electricity, Gas or Water</b></p> <p>The cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Buildings without Your authority.</p>	<p>1 Your Contribution as shown in the Schedule.</p> <p>2 Any amount in excess of £25,000 in any one Period of Insurance.</p> <p>3 Costs incurred unless</p> <p>A) the Buildings, including any individual Residential Properties, have been inspected weekly by You or a responsible person on Your behalf prior to the unauthorised occupation of the Premises</p> <p>B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.</p>

## Additional Extensions of Cover applicable to Rent

IF RENT IS SHOWN AS INCLUDED IN YOUR SCHEDULE THIS INSURANCE ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>1 Prevention of Access and Loss of Attraction</b></p> <p>Loss of Rent resulting from Damage to Property in the immediate vicinity of Your Premises by any of the insured Events 1 – 10 of this Insurance which</p> <p>A) hinders or prevents the use of the Buildings or access to them or</p> <p>B) avoids or delays an agreement which is in the course of negotiation to lease the Buildings.</p>	<p>1 Any amount in excess of 10% of the Rent sum insured for these Premises or £250,000 whichever is the lower amount after the application of all other terms and conditions of this Insurance.</p>
<p><b>2 Failure of Public Supply</b></p> <p>Loss of Rent as a result of accidental failure of the public supply of</p> <p>A) electricity at the terminal ends of the supply authority's service feeders at the Premises</p> <p>B) gas at the supply authority's meters at the Premises</p> <p>C) water at the supply authority's main stop cock serving the Premises.</p>	<p>1 Loss as a result of accidental total failure of the public supply lasting less than 30 consecutive minutes.</p> <p>2 Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.</p> <p>3 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.</p> <p>4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.</p>

**WHAT IS COVERED****3 Disease, Vermin, Pests, Murder and Suicide**

Loss of Rent as a result of

- A) closure of the whole or part of the Buildings on the order or advice of any local or governmental authority as a result of an outbreak or occurrence at the Premises of
- i) a notifiable human disease other than Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition, an outbreak of which is required by law or stipulated by the local or governmental authority to be notified to them
  - ii) food or drink poisoning
  - iii) defective sanitation
  - iv) vermin or pests
- B) murder or suicide occurring at the Premises.

For the purposes of paragraph A) of this Extension the Indemnity Period shall commence from the date from which the closure order is enforced.

**4 Managing Agents' Premises**

Loss of Rent caused solely by Damage by any of the insured Events 1 – 10 of this Insurance (and not otherwise excluded) to buildings or other Property at any location owned or occupied by Your Managing Agents for the purposes of their business in consequence of which Your Rent receivable is reduced.

**WHAT IS NOT COVERED**

- 1 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
  - 2 Costs incurred in the cleaning, repair, replacement, recall or checking of Property.
  - 3 Loss of Rent resulting from the outbreak or occurrence of a notifiable human disease or food or drink poisoning at any Residential Property.
- 
- 1 Any amount in excess of 10% of the Rent sum insured for these Premises or £250,000 whichever is the lower amount after the application of all other terms and conditions of this Insurance.
  - 2 Damage occurring outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**WHAT IS COVERED**

**WHAT IS NOT COVERED**

**5 Alterations and Additions to the Buildings**

If Rent is anticipated to increase following alterations and additions to the Buildings during the Period of Insurance the sum insured in respect of Rent will be increased from practical completion of the work until the renewal date immediately following completion by the amount of additional Rent to be received by You.

1 Loss of Rent insured on another policy.

2 Any amount in excess of 10% of the respective Rent sum insured or £500,000 whichever is the lower amount after the application of all other terms and conditions of this Insurance.

**6 Rent-Free Period**

If at the time of Damage the Buildings are subject to a rent-free period concession under the terms of the lease, then the Indemnity Period stated in the Schedule will be adjusted by adding the unexpired portion of the rent-free period to the number of months shown in the Schedule.

**7 Residential Properties**

If Buildings that are occupied totally or partially for residential purposes suffer Damage the following extensions in cover apply

**A) Alternative Accommodation Costs**

We will pay the costs You incur in providing similar short-term accommodation for the Residents who normally live in the Buildings if the Residential Property cannot be lived in or accessed because of Damage covered by this Insurance.

1 Any costs You or the Residents incur once the Buildings can be lived in again.

2 Any costs You agree to pay without Our written permission.

3 Any amount in excess of 20% of the Buildings Sum insured shown in the Schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
	<p><b>THIS INSURANCE (INCLUDING ALL EXTENSIONS OF COVER) ALSO DOES NOT COVER</b></p> <p><b>1 Sonic Bangs</b></p> <p>Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.</p>
	<p><b>2 War and Allied Risks</b></p> <p>Damage caused by</p> <p>A) riot or civil commotion unless such Event is specifically insured and then only to the extent stated</p> <p>B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.</p>
	<p><b>3 Radioactive Contamination</b></p> <p>Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from</p> <p>A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</p> <p>B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.</p>



**4 Terrorism**

Damage caused by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- B) in Northern Ireland civil commotion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means

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.

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

- A) influence any government or any international governmental organisation or

- B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.

**WHAT IS COVERED****WHAT IS NOT COVERED****5 Electronic Risk**

- A) Damage to Data which shall include but shall not be limited to
- i) Damage to or corruption of Data whether in whole or in part
  - ii) unauthorised appropriation of use of access to or modification of Data
  - iii) unauthorised transmission of Data to any third parties
  - iv) Damage arising out of any misinterpretation, use or misuse of Data
  - v) Damage arising out of any operator error in respect of Data.
- B) Damage to the Property insured arising directly or indirectly from
- i) the transmission or impact of any Virus
  - ii) unauthorised access to a System
  - iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - iv) Failure of a System
  - v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from any of the Events insured provided that such Damage does not arise by reason of any malicious act or omission.

**6 Illegal Activities**

Damage (including malicious damage) caused as a result of the Residential Property being used by occupants for illegal activities but shall not exclude Damage caused by the occupant's use of the Residential Property for the manufacture, cultivation, harvest or processing by other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971).

## How We settle claims for Damage to Buildings

If any of the Buildings described in the Schedule suffer Damage by any Event covered under this Insurance We will pay You the amount of loss or at Our option reinstate or replace such Property provided that Our liability in any one Period of Insurance shall not exceed in respect of each item on Buildings the sum insured shown in the Schedule or any other stated Limit of Liability.

Our liability may exceed the sum insured when such excess is solely in respect of Value Added Tax.

As long as the Damage is covered under this Insurance We will pay You.

### Cost A

The cost of reinstatement which is

- 1 the cost of rebuilding where the Building is destroyed or the cost of replacement by similar Property
- 2 the cost of repairing or restoring the damaged portions where the Property is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new.

### Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the Property incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements imposed upon You following Damage unless You knew that You needed to meet any regulations or conditions and a notice had been served on You before the Damage occurred.

We will not pay any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Our liability in respect of the cost of complying with such regulations relating to undamaged portions of the Buildings (other than the foundations) is limited to 15% of the amount We would have been liable to pay to reinstate the Buildings had they been wholly destroyed.

### Cost C

The cost of removing debris which is the cost incurred with Our consent in

- 1 removing debris, dismantling, demolishing, shoring up and propping portions of the Property
- 2 clearing, cleaning or repairing Services as a result of Damage which is covered by this Insurance
- 3 removing fallen trees within the grounds of the Premises

excluding costs incurred

- A in removing debris from outside the site of the Buildings other than from the surface area immediately adjacent to the perimeter of the Buildings
- B or arising from pollution or contamination however caused to Property not covered by this Insurance
- C in respect of Damage which occurred prior to the start date of this Insurance.

In respect of pollution or contamination which results in the removal of debris from car parks, roads or pavements, We will not pay more than

- i) 10% of the Buildings sum insured for that item or £250,000 (whichever is the less) in respect of any one occurrence
- ii) £1,000,000 in total in respect of all such occurrences during any one Period of Insurance.

## Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the Property but not for preparing any claims.

## Additional factors when settling Buildings claims

### When We Reinstate or Replace Property

We may at Our own option reinstate or replace any Property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

### Rebuilding on Another Site

The Buildings may be wholly or partially rebuilt on another site and in any manner suitable to Your requirements provided that it does not increase Our liability.

### Partial Damage

Where Damage occurs to only part of the Property Our liability shall not exceed the amount which We would have been liable to pay had the Property been wholly destroyed.

### Obsolete Building Materials

If the Buildings or damaged parts cannot be restored to their original form, We will rebuild or restore them with materials of a similar quality. In this instance, the Buildings will not be regarded as being in better condition than new, provided that Our liability for any additional costs does not exceed 5% of the Declared Value for that item.

### Buildings Awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition, Our liability is limited to the additional cost of removing debris, as detailed in Cost C above, which is incurred by You solely as a result of such Damage.

### Buildings Awaiting Refurbishment, Redevelopment or Renovation

If at the time of the Damage any Buildings are awaiting refurbishment, redevelopment or renovation, We will not pay for any costs which would have been incurred by You in the absence of such Damage.

### Removal of Debris – Residents' Contents

In respect of Damage to Residential Properties Cost C above is extended, subject to exclusions A), B) and C), to include the irrecoverable costs and expenses necessarily incurred by You with Our consent in removing from the Buildings the debris of contents (not being Your Property) which suffer Damage. We will not pay more than £10,000 for such costs in respect of any one Premises.

### Further Investigation Costs

If Your Buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to parts of the same Buildings which is not immediately apparent, We will pay the costs incurred by You with Our prior consent in establishing whether further Damage has occurred. We will also pay the costs incurred by You in establishing whether other Buildings owned by You in the vicinity have suffered Damage in the same incident.

### Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

- 1 if You do not rebuild or restore the Buildings
- 2 until the cost of reinstatement has actually been incurred
- 3 if the work of reinstatement is not carried out as quickly as is reasonably practicable

- 4 if at the time of its Damage the Property is covered by any other insurance effected by You or on Your behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
- 5 if in the Schedule it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies We will pay the reduction in market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired.

#### Your sum insured – the penalty for underinsurance

If at the time of the Damage the Declared Value applying to the relevant Buildings item is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

Insurable Amount is the total of the above Costs A, B, C and D in reinstating the Buildings to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance.

However, if the loss is settled under the Alternative Basis of Settlement the Declared Value of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be the total of the value at the time of the Damage of the Property insured by the item and the additional Costs B, C and D above.

#### Value Added Tax

We will pay the Value Added Tax payable by You which You are not subsequently able to recover, provided that

- 1 A) Your liability for such tax arises solely from the rebuilding or restoration of the Buildings following Damage
- B) We have paid or agreed to pay for such Damage
- C) if the payment We make in respect of the rebuilding or restoration is less than the actual cost of rebuilding or restoration, We will only pay the same proportion of the Value Added Tax applicable
- 2 Your liability for such tax does not arise from the replacement Buildings having a greater floor area than or being in a better condition or more extensive than the destroyed or damaged Buildings
- 3 if the Buildings are rebuilt on another site following Damage, We will not pay more Value Added Tax than We would have done had the rebuilding been completed on its original site
- 4 We will not pay any amounts in relation to penalties imposed upon You for late or non-payment of Value Added Tax
- 5 any terms to the contrary elsewhere in this Policy are over-riden as follows for those items to which this clause applies.

The paragraph headed 'Your sum insured– the penalty for underinsurance' shall be exclusive of Value Added Tax Our liability may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax.

You must include Value Added Tax within the Building Declared Value where it is known not to be recoverable.

## How We settle claims for Damage to Landlord's Contents

If Landlord's Contents is shown in the Schedule and any of the Property insured under Landlord's Contents suffers Damage by any Event covered under this Insurance We will pay You the amount of loss or at Our option repair or replace such Property provided that Our liability in any one Period of Insurance shall not exceed the Landlord's Contents sum insured shown in the Schedule or any other stated Limit of Liability.

As long as Damage is covered under this Insurance,

Where the Damage can be economically repaired, We will either arrange or authorise repair and We will pay the cost of repair. Otherwise We will replace the item with a new one of similar quality through Our preferred suppliers or, if a replacement is not available, We will pay the replacement cost of a new item of similar quality.

If We agree at Your request not to repair or replace an item We will make a cash or voucher payment equal to the cost We would have paid for replacement or repair through Our preferred suppliers.

## Additional factors when settling Landlord's Contents claims

### Undamaged items or parts of items

When the Damage relates to a specific part of an item or to a clearly defined area We will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area.

### Loss of Value

We will not pay for any loss of value to any item that We have repaired or replaced.

### Television, Audio and Video Equipment

The most We will pay for any one claim in respect of television, audio and video equipment is £1,500.

### Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured applying to the relevant Landlord's Contents item is less than the cost of replacing the contents as new, We will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

## How We settle claims in respect of Rent of Buildings which suffer Damage

If Rent is noted as operative in the Schedule We will pay You the following amounts in respect of Buildings which have suffered Damage

- 1 Loss of Rent
- 2 Cost of Reletting
- 3 the additional costs incurred that are necessary to reduce the Loss of Rent during the Indemnity Period but not exceeding
  - A) the amount of reduction avoided plus
  - B) 5% of the Rent Sum Insured or £250,000 whichever is the less.

### The most We will pay

The most We will pay in respect of each item on Rent is 200% of the sum insured shown in the Schedule.

## Additional factors when settling Rent claims

### Unoccupied Buildings

If at the time of the Damage the Buildings or any portions of the Buildings are Unoccupied cover in respect of Rent will only apply if there is an ongoing Tenancy Agreement in force for which a rental income is being received that can be identified in Your records.

### Savings

If following Damage You use other premises to provide accommodation to Tenants or prospective tenants of the Buildings, the Rent received from those premises during the Indemnity Period shall be taken into account in assessing the Loss of Rent.

If any charge or expenses payable out of Rent shall cease or reduce during the Indemnity Period as a result of the Damage, the sum saved shall be deducted from the amount otherwise payable.

### Material Damage requirement

Payment must have been made or liability admitted for the Damage under this insurance Policy covering Your interest in the Building.

### Professional Accountants' and Legal Charges

We will pay the reasonable charges payable by You to

- A) Your professional accountants for producing information required by Us under the terms of the Claims Conditions and for reporting that such information is in accordance with Your accounts
- B) legal advisers for determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease but not for any other claims preparation costs.

### Late Payment of Rent

We will attempt to pay any claim for Loss of Rent on the same date as the Rent would have been paid to You by the Tenant. If We pay at a later date then We will also pay an amount representing the loss of interest suffered by You during the delay period.

### Payments on account

Payments on account may at Our discretion be made during the Indemnity Period if requested by You.

### Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Rent is less than the Insurable Amount (see below) the amount payable shall be proportionately reduced.

The Insurable Amount shall be the annual Rent receivable at the commencement of the Period of Insurance or, if the Buildings are untenanted at that date, the actual annual Rent at which the Buildings were subsequently let (or the estimated annual Rent at which they are expected to be let).

If the Buildings are subject to a Rent free period concession at the start of the Period of Insurance the Insurable Amount shall be the annual Rent that applies from the date immediately after the Rent free period ceases.

In each case the amount to be proportionately increased to correspond with the Indemnity Period where that period exceeds twelve months.

## Other considerations when settling any claims under this Insurance

### Designation

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in Your books.

### Workmen

We accept that this Insurance will not be prejudiced by the presence of workmen on the Premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

### Plans and Documents in Support of the Claim

You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.

# Liabilities Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## Section 1 Employers' Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <p>1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance</p> <p>A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</p> <p>or</p> <p>B) while temporarily outside these territories arising out of and in the course of employment by You in the Business</p> <p>2 in respect of</p> <p>A) claimants costs and expenses which You are legally liable to pay in connection with any claim</p> <p>B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death</p> <p>C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978</p> <p>ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success</p> <p>D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section</p> <p>incurred with Our prior written consent.</p>	<p>1 <b>Radioactive Contamination</b></p> <p>Any legal liability directly or indirectly caused by, or contributed to by, or arising from</p> <p>A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel</p> <p>or</p> <p>B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it</p> <p>where the legal liability is</p> <p>i) that of any principal</p> <p>ii) accepted under an agreement without which the legal liability would not exist.</p> <p>2 <b>Road Traffic Legislation</b></p> <p>Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.</p> <p>3 <b>Fines or Penalties</b></p> <p>Any legal liability for</p> <p>A) fines or penalties</p> <p>B) the costs of appeal against any improvement or prohibition notices</p> <p>C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012</p> <p>D) compensation ordered or awarded by a Court of Criminal Jurisdiction.</p>



# Extensions to Section 1

## THIS SECTION ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>1 Compensation for Court Attendance</b></p> <p>If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</p> <ul style="list-style-type: none"><li>A) for any director or partner of Yours £750 per day</li><li>B) for any Employee £500 per day.</li></ul>	
<p><b>2 Unsatisfied Court Judgements</b></p> <p>If an Employee or their personal representative is awarded damages for Injury in any Court situated in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, We will, at Your request, pay the amount of the judgement provided that</p> <ul style="list-style-type: none"><li>A) the damages are awarded against a company or individual operating from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man</li><li>B) the Injury was caused during any Period of Insurance in the course of employment by You</li><li>C) there is no on-going, planned or outstanding appeal</li><li>D) the Employee or their personal representative shall assign the judgement to Us.</li></ul>	

WHAT IS COVERED

WHAT IS NOT COVERED

**3 Premises occupied for Residential Purposes**

In respect of Premises occupied for residential purposes the Definition of Person Entitled to Indemnity is extended to include

- A) the Residents
- B) the managing agents
- C) the Residents' Association
- D) the owners or lessees

of such Premises against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

provided that You request Us to do so and such persons

- i) are not entitled to indemnity from any other source
- ii) shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

## Employers' Liability - how We settle claims

### How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

### The most We will pay

Our liability for Injury and costs and expenses payable in respect of any one Event will not exceed the Limit of Liability shown under Section 1 (Employers' Liability) in Your Schedule.

For the purposes of the Limit of Indemnity applying to Terrorism (as shown in the Schedule), Terrorism means

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.

### Our right to pay the full limit at any time

In respect of any one Event, We may pay the Limit of Indemnity shown in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and be under no further liability.

### Parties to the contract of insurance

The total amount payable by Us in respect of all damages, costs and expenses arising out of all claims during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 1 (Employers' Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

## Section 2 Property Owners' Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <p>1 up to the Limit of Indemnity against legal liability for damages in respect of</p> <ul style="list-style-type: none"> <li>A) accidental Injury of any person</li> <li>B) Damage to Property</li> <li>C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way</li> <li>D) wrongful arrest or false imprisonment</li> </ul> <p>happening during any Period of Insurance in connection with the Business</p> <p>2 in respect of</p> <ul style="list-style-type: none"> <li>A) claimants costs and expenses which You are legally liable to pay in connection with any claim</li> <li>B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death</li> <li>C) <ul style="list-style-type: none"> <li>i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978</li> <li>ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success</li> </ul> </li> </ul>	<p><b>1 Mechanical Vehicles</b></p> <p>Any legal liability arising from or out of the ownership possession or use by or on behalf of You or any Person Entitled to Indemnity of any</p> <ul style="list-style-type: none"> <li>A) mechanically propelled vehicle other than legal liability arising out of <ul style="list-style-type: none"> <li>i) the use of plant as a tool of trade on site</li> <li>ii) the use of plant at Your Premises</li> <li>iii) the loading or unloading of any vehicle</li> </ul> <p>except where You are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy</p> </li> <li>B) aircraft or other aerial device</li> <li>C) aerospace device</li> <li>D) hovercraft</li> <li>E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).</li> </ul> <p><b>2 Employers' Liability</b></p> <p>Any legal liability for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business.</p> <p><b>3 Property in Your Custody or Control</b></p> <p>Any legal liability for Damage to any Property which belongs to or is held in trust by or is in the custody or control of You other than</p> <ul style="list-style-type: none"> <li>A) Your directors', partners', Employees' or visitors' personal effects including vehicles and their contents</li> </ul>

## WHAT IS COVERED

- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with Our prior written consent.

## WHAT IS NOT COVERED

- B) premises and their contents which are not owned, leased or rented to You at which You are working in connection with Your Business
- C) premises and their fixtures and fittings which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of Damage to any such premises and their fixtures and fittings.

### 4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or of land or the atmosphere unless caused by a Sudden Pollution or Contamination Incident.

### 5 Product Defects and Recall

- A) Any legal liability in respect of loss of or Damage to any product supplied or contract work executed by You caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by You or any contract work executed by You.

### 6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by You for a fee.

### 7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing.

**8 Fines or Penalties**

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**9 Radioactive Contamination**

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

**10 War and Allied Risks**

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**11 Fear of Asbestos**

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

WHAT IS COVERED

WHAT IS NOT COVERED

**12 Asbestos Removal Costs**

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

**13 Illegal Activities**

Any legal liability arising from the Residential Property being used by occupants for illegal activities.

**14 Contribution**

Your Contribution as shown in the Schedule in respect of

A) the claimants damages

B) the claimants costs and expenses.

## Extensions to Section 2

### THIS SECTION ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>1 Cross Liabilities</b></p> <p>If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each</p> <p>Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.</p>	
<p><b>2 Compensation for Court Attendance</b></p> <p>If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</p> <p>A) for any director or partner of Yours £750 per day</p> <p>B) for any Employee £500 per day.</p>	
<p><b>3 Contingent Motor Liability</b></p> <p>Your legal liability to pay damages and/or costs resulting from</p> <p>A) Injury to others, or</p> <p>B) Damage to Property belonging to others</p> <p>arising out of the use of any motor vehicle by an Employee in the course of the Business which is not Your Property nor provided by You.</p>	<p>1 Damage to the vehicle or its contents.</p> <p>2 Any legal liability caused while the vehicle is being driven by You.</p> <p>3 Where cover is provided by any other insurance policy.</p> <p>4 Any legal liability caused while the vehicle is being driven outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</p>
<p><b>4 Personal Legal Liabilities whilst Overseas</b></p> <p>We will cover You or at Your request Your directors, partners, Employees or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.</p>	<p>1 Any legal liability arising out of</p> <p>A) the ownership or occupation of land or buildings</p> <p>B) where cover is provided by any other insurance policy</p> <p>C) all exclusions shown under 'What is not covered'.</p>



**WHAT IS COVERED**

**WHAT IS NOT COVERED**

**5 Data Protection Act 1998**

Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998

Provided that:

- A) You are registered in accordance with the terms of the Act, or
- B) You have applied for registration and it has not been refused or withdrawn.
- C) You have taken all reasonable precautions to comply with the requirements of the Act.

We will also cover at Your request Your directors, partners or Employees under this Extension.

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.

- 1 Any legal liability You have to pay fines or penalties.
- 2 The cost of rectifying, reinstating, erasing, blocking or destroying any personal data.
- 3 Where cover is provided by any other insurance.
- 4 Any claim arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.
- 5 Any claim arising from or caused by circumstances notified to any of Your previous insurers.
- 6 Any claim arising from circumstances known to You at the time You took out this Insurance.

**6 Premises occupied for Residential Purposes**

In respect of Premises occupied for residential purposes the Definition of Person Entitled to Indemnity is extended to include

- A) the Residents
- B) the managing agents
- C) the Residents' Association
- D) the owner or lessee

of such Premises against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

provided that You request Us to do so and such persons

- i) are not entitled to indemnity from any other source
- ii) shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

- 1 Any legal liability of any Resident arising from their occupation (and not ownership) of the Residential Property in which they are residing.

**WHAT IS COVERED**

**WHAT IS NOT COVERED**

**7 Defective Premises Act**

Your legal liability in respect of Injury or Damage to Property under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

- 1 Where cover is provided by any other insurance policy.
- 2 The cost of remedying any defect or alleged defect in the premises.

**8 Advertising Injury**

We will provide indemnity to You in respect of legal liability for Advertising Injury committed during the Period of Insurance.

- 1 Any legal liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by You or any other person having regard to the nature and circumstances of such act or omission
- 2 Claims which arise out of circumstances notified to previous insurers or known to You at inception of this Extension
- 3 Advertising Injury
  - A) where indemnity is provided by any other insurance
  - B) arising out of a breach of contract except an implied contract to use another's advertising idea
  - C) arising out of the failure of goods products or services to conform with any statement of quality or performance
  - D) arising out of the wrong description of the price of goods products or services
  - E) committed by You if Your Business includes any of the following
    - i) advertising broadcasting publishing or telecasting
    - ii) designing or determining the content of web sites for others
    - iii) providing an internet search, access content or service provider.
  - F) arising out of electronic bulletin boards or chatrooms that You own, host or exercise control over.

**WHAT IS COVERED**

**9 Clean Up Costs**

In the event of a Sudden Pollution or Contamination Incident We will provide indemnity to any Person Entitled to Indemnity in respect of

- A) Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- B)
  - i) costs and expenses in relation to any matter which may form the subject of indemnity under this extension incurred with Our prior written approval
  - ii) costs and expenses incurred with Our prior written approval in any appeal against any statutory notice served or to be served upon You by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success

Provided that

- 1) all costs covered under A) and B) above will form part of and not exceed the Limit of Liability for this Extension for all incidents considered by Us to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere.
- 2) the Limit of Liability for all claims under this Extension during the Period of Insurance shall not exceed £250,000.

**WHAT IS NOT COVERED**

**1 Any costs (including Clean up Costs)**

- A) incurred in achieving any improvement, betterment or alteration in any original property.
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in Your custody or control.
- C) incurred in relation to the reinstatement, reintroduction or provision of any living organism or natural habitat.
- D) arising out of a genetically modified organism.
- E) comprising the first 10% of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by You of £2,500 and a maximum contribution of £25,000.
- F) arising solely from the Your liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/ EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009.
- G) for incidents happening in North America or where a claim is brought in a court of law in North America.

## Property Owners' Liability – how We settle claims

### How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

Your Contribution, as shown in the Schedule, is payable before We will be liable to make any payment.

### The most We will pay

In respect of any one Event the most We will pay is the Limit of Indemnity shown under Section 2 (Property Owners' Liability) in Your Schedule.

In respect of all incidents considered by Us to have occurred during any one Period of Insurance in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most We will pay is the Limit of Indemnity in respect of Pollution shown under Section 2 (Property Owners' Liability) in Your Schedule.

### Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Section 2 (Property Owners' Liability) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which We are liable under this Policy and which were incurred by You prior to the date of such payment.

### Parties to the contract of insurance

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 2 (Property Owners' Liability) in Your Schedule.

The most We will pay in respect of all incidents considered by Us to have occurred during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 2 (Property Owners' Liability) in Your Schedule.

The most We will pay in respect of all damages arising out of all claims during any one Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the Limit of Indemnity shown under Section 2 (Property Owners' Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

## Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>Part A</b> Criminal Proceedings relating to Health and Safety at Work in respect of duties to Your Employees.</p> <p>We will pay</p> <ol style="list-style-type: none"> <li>1 legal costs and expenses incurred with Our written consent</li> <li>2 costs awarded against You or any director, partner or Person Employed</li> </ol> <p>in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.</p> <p>The proceedings must relate to</p> <ol style="list-style-type: none"> <li>i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978</li> </ol> <p>and</p> <ol style="list-style-type: none"> <li>ii) the health, safety and welfare of a director, partner or Person Employed.</li> </ol>	<ol style="list-style-type: none"> <li>1 <b>Fines or Penalties</b> <ol style="list-style-type: none"> <li>A) Fines or penalties of any kind.</li> <li>B) The costs of appeal against any improvement or prohibition notices.</li> <li>C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.</li> <li>D) Compensation awarded by a Court of Criminal Jurisdiction.</li> </ol> </li> <li>2 <b>Other Insurances</b> <p>Where cover is provided by any other insurance policy.</p> </li> <li>3 <b>Deliberate Act</b> <p>Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.</p> </li> <li>4 <b>Asbestos</b> <p>Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.</p> </li> </ol>

## WHAT IS COVERED

### Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

- 1 legal costs and expenses incurred with Our written consent
- 2 costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

- A
  - i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

- ii) the health, safety and welfare of any person other than a director, partner or Person Employed
- B a breach of Part II of the Consumer Protection Act 1987
- C a breach of Part II of the Food Safety Act 1990.

## WHAT IS NOT COVERED

### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

### 2 Other Insurances

Where cover is provided by any other insurance policy.

### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.

### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.

## Legal Defence Costs - how We settle claims

### How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under Your Policy We will pay the costs that You have incurred with Our written consent and the costs awarded against You and at Your request any of Your directors, partners or any Person Employed.

We shall pass notification to an independent third party service provider with whom We have an agreement and which shall administer the claim on Our behalf.

### The most We will pay

Irrespective of the number of Persons Entitled to Indemnity the most We will pay in any one Period of Insurance for legal defence costs is the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

### Our right to pay the full limit at any time

We may pay the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims You have notified to Us can be settled. We will then relinquish control of such claims and be under no further liability in respect of legal defence costs. We shall pass notification of any claim for legal defence costs to the third party provider approved by Us.

### Parties to the contract of insurance

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

For the purposes of the Limit of Indemnity all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

## Section 4 Legionellosis Liability

### THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

This section is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred with Our written consent) of any Person Entitled to Indemnity included within the Limit of Indemnity shown in the Schedule.

WHAT IS COVERED	WHAT IS NOT COVERED
<p>Any Person Entitled to Indemnity is covered</p> <p>1 up to the Limit of Indemnity against legal liability for damages and/or costs to others as a result of accidental Injury to any person caused by Legionellosis in connection with the Business</p> <p>2 in respect of</p> <p>A) claimants costs and expenses which You are legally liable to pay in connection with any claim</p> <p>B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death</p> <p>C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978</p> <p>ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success</p> <p>D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section</p> <p>incurred with Our prior written consent.</p>	<p>1 <b>Claims outside the Period of Insurance</b></p> <p>Any claim which is first made in writing to You (or any other Person Entitled to Indemnity) outside of the Period of Insurance.</p> <p>2 <b>Late Notification</b></p> <p>Any claim where first notification of any circumstance that</p> <p>A) has caused Injury or</p> <p>B) is alleged to have caused Injury or</p> <p>C) can be expected to give rise to a claim</p> <p>is made to Us after 30 days following the expiry of the Period of Insurance.</p> <p>3 <b>Pre-existing Legionellosis</b></p> <p>Any legal liability in respect of Legionellosis where the Legionellosis commenced prior to the start date of this Insurance.</p> <p>4 <b>Product Liability</b></p> <p>Any legal liability arising from any product supplied or contract work executed by You.</p> <p>5 <b>Professional Risks</b></p> <p>Any legal liability arising from or in connection with any advice, design or specification.</p> <p>6 <b>Contractual Liability</b></p> <p>Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing.</p>



**7 Fines or Penalties**

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**8 Radioactive Contamination**

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel

or

- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

**9 War and Allied Risks**

Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

**10 Illegal Activities**

Any legal liability arising from Residential Property being used by occupants for illegal activities.

**11 Contribution**

Your Contribution as shown in the Schedule in respect of

- A) the claimants damages
- B) the claimants costs and expenses.

## Extensions to Section 4

### THIS SECTION ALSO COVERS

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>1 Cross Liabilities</b></p> <p>If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each</p> <p>Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.</p>	
<p><b>2 Compensation for Court Attendance</b></p> <p>If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below</p> <p>A) for any director or partner of Yours £750 per day</p> <p>B) for any Employee £500 per day.</p>	

## Legionellosis Liability – how We settle claims

### How We settle claims for Your legal liabilities arising from Legionellosis

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

All claims caused by the same isolated, repeated or continuing incidence of Legionellosis shall be considered to have been made in the Period of Insurance when the first claim was made in writing to You (or any other Person Entitled to Indemnity) and notified to Us or when the first notification of any circumstance was first made to Us.

Your Contribution in respect of damages, costs and expenses, as shown in the Schedule, is payable before We will be liable to make any payment.

### The most We will pay

The most We will pay for any one claim in respect of Your Legionellosis liability including all Your costs and expenses and those of the claimant is the Limit of Indemnity shown under Section 4 (Legionellosis Liability) in Your Schedule.

### Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Section 4 (Legionellosis Liability) on Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them.

### Parties to the contract of insurance

The most We will pay in respect of all damages arising out of all claims during any Period of Insurance irrespective of the number such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the Limit of Indemnity shown under Section 4 (Legionellosis Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

# Claims Conditions

The following conditions apply.

## 1 Making a Claim

Where an Event which could give rise to a claim under this Policy happens You will

- A) tell Us as soon as reasonably practicable and no later than
    - ij) 30 days of Your becoming aware of the Event or occurrence
  - or
  - ii) 7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
- provide Us with all information and help We reasonably require in respect of the claim and where requested by Us and at Your expense, written details containing as much information as possible on the Event, Damage, accident or Injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of Damage caused by malicious persons or thieves
  - C) take all reasonable action to minimise or eliminate any interruption of or interference with the Business
  - D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent
  - E) pass to Us immediately, unanswered, all communications from third parties in relation to any Event which may result in a claim under this Policy
  - F) tell Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document You receive in relation to any such matter
  - G) provide Us with such books of account or other business books or documents or such proofs as may reasonably be required by Us for investigating or verifying the claim
  - H) provide to Us (if required) a statutory declaration of the truth of the claims and any related matter.

**Failure to comply with any of these conditions may result in Us not paying Your claim.**

## 2 Our Control Of Claims

We will be entitled

- A) on the happening of any Damage to the property insured to enter, take and keep possession of the Building where Damage has happened, to take and keep possession of the property, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing Our right to rely on any conditions of this Policy. This Policy will be proof of leave and license for such purpose
- B) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any Event insured by this Policy. You will give all information and assistance reasonably required

- C) to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably practicable but You will not be entitled to abandon any property to Us
- D) at Our option to repair or replace the property or any part of the property for which We may be liable under this Policy, provided that We will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

We will not enforce rights against

- i) a tenant in respect of Damage to the part of the Buildings occupied by that tenant or to common parts of the Buildings unless Damage arises out of a criminal, fraudulent or malicious act
- ii) any Company being Parent of or Subsidiary to You or any Company which is a Subsidiary of a Parent Company of which You are Yourself a Subsidiary in each case within the meaning of Section 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986.

### 3 Other Insurance

If You claim under this Policy for something which is also covered by another policy, We will only pay Our proportionate share of the claim. You should give Us full details of the other policy.

This condition does not apply the Contingent Motor Liability cover under Liabilities Insurance – Section 2 Property Owners' Liability.

### 4 Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between You and Us as to the amount to be paid under this Policy, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour Your costs shall not be recoverable under this Policy. This procedure does not prejudice any right of recourse You have to any other complaints procedure to which We subscribe or to the courts.

### 5 Adjudication

On receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy You shall provide immediate notice of this to Us.

## Policy Conditions

### 1 Alteration of Risk

No cover shall be provided under this Policy if and to the extent that any Damage arises as a result of any material alteration to or of

- A) the Business
- B) the Premises
- C) Property within the Premises or
- D) the occupation of the Premises by You or Your Employees

during the Period of Insurance of this Policy.

### 2 Change of Status

This Policy shall be automatically terminated if and when

- A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued.
- or
- B) You cease to have an interest that is insurable for example; the Premises have been sold to a third party. However this right to avoid the Policy does not apply in the event of Your death.

### 3 Security and Inspection of Unoccupied Buildings

Unless agreed by Us in writing to the contrary, You must ensure that in respect of

- Residential Property
- A) all locks and bolts to external doors and windows conform to BS3621 and are operating.
  - B) Intruder alarms where installed are put into operation
  - C) during the months of October through to March inclusive:  
unless there is an automatically controlled central heating system dependent on the mains water supply being in constant operation
    - i) the water supply should be turned off at the mains and the water and heating system drained
    - ii) the gas supply and, if no intruder alarm is installed, the electricity supply should each be turned off at the mains
  - D) the Buildings and external areas immediately surrounding the Buildings be kept free of all unfixed combustible materials, including removal of junk mail and newspapers
  - E) any additional requirements put forward by us are completed within the timescale specified
  - F) the Buildings are inspected internally and externally by you or your representative at least weekly to check that the above requirements are in place.

- Commercial Property
  - any other Building or part of a Building which becomes Unoccupied
- A) gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are kept shut off at the switch or stopcock where they enter the Buildings
- B) all water and heating systems are completely drained
- C) the Buildings are kept secured by
- i) the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - ii) the use of window locks – where locks are not fitted windows must be screwed shut
  - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
  - iv) sealing all letterboxes or fitting a stout steel cage internally
- D) the Buildings and external areas immediately surrounding the Buildings are kept free of all unfixed combustible materials, including removal of junk mail and newspapers
- E) any additional requirements put forward by Us are completed within the timescale specified
- F) the Buildings are inspected internally and externally by You or Your representative at least weekly to check that the above requirements are in place.

In the event of a breach of requirements You must arrange to carry out the necessary work to satisfy the requirements and notify Us.

**Failure to comply with any of these requirements may result in Us not paying Your claim.**

#### **4 Cancellation of Your Fixed Sum Loan Agreement**

Where We have agreed to You paying Your premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, We reserve the right to terminate Your Policy and You will no longer be insured by Us.

If Your monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, We reserve the right to also terminate that linked loan agreement.

#### **5 Contracts (Rights of Third Parties) Act 1999**

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

#### **6 Law Applicable**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both You and We may choose the law which applies to this contract, to the extent permitted by those laws. Unless You and We agree otherwise in writing, We have agreed with You that the law which applies to this contract is the law which applies to the part of the United Kingdom in which You are based, or, if You are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which You are based.

We and You have agreed that any legal proceedings between You and Us in connection with this contract will only take place in the courts of the part of the United Kingdom in which You are based, or, if You are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which You are based.

#### **7 Observance of Terms**

Failure to comply with any of the terms and conditions of the Policy where they are material or relevant to any loss may entitle Us to reduce or avoid Your claim.

#### **8 Our Liability**

All the sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in this Policy, will apply as maximum limits to Our liability irrespective of the number of persons entitled to indemnity under this Policy.

For all purposes, including, but not limited to the application of sums insured, Limits of Indemnity and any other restrictions on the amount of Our liability stated in the Policy, the definition of You shall constitute one insured party, and there shall only be one contract of insurance between that insured party and Us.

#### **9 Reasonable Precautions**

You must at Your own expense take all reasonable steps to prevent or minimise any Damage or any Injury to Employees or the public.

If You discover any defect or danger, You must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

#### **10 Financial or Trade Sanctions**

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled We will give You a full refund of premium for any unexpired period of cover. We will do this only if You have not made a claim during the Period of Insurance.

#### **11 Asbestos**

Unless agreed by Us in writing to the contrary, You must ensure that You only undertake visual inspections in relation to Asbestos and when coming into contact with Asbestos, Asbestos Dust or Asbestos Containing Materials You always stop work and employ a licensed Asbestos contractor.

**Failure to comply with any of these requirements may result in Us not paying Your claim.**



## Definitions - Words with special meanings

### Administrator

A third party provider appointed by Us to administer claims in respect of Legal Expenses Insurance on Our behalf.

### Advertising Injury

- A) oral or written publication of material in any manner that slanders or libels a person's or organisation's goods products or services
- B) oral or written publication of material in any manner that infringes a person's legal right to privacy
- C) the use of another's advertising idea
- D) infringement of copyright trade dress or slogan

committed in the course of advertising Your goods products or services.

### Agent

A company who acts as a managing agent for You in respect of the Premises.

### Any One Claim

All Legal Proceedings (including any appeal against judgment) arising from or relating to the same Event.

### Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

### Asbestos Containing Materials

Any material containing Asbestos or Asbestos Dust.

### Asbestos Dust

Fibres or particles of Asbestos.

### Building(s)

Buildings and foundations (built mainly of brick, stone, concrete or other non-combustible materials and unless stated differently in the Schedule or Statement of Fact no more than 10% of other materials) that are Your Property or Property for which You are responsible situated at the Premises, including

- Your fixtures and fittings including fixed glass and fitted carpets
- tenant's improvements for which You are responsible in, on or around the Buildings
- furnishings and other contents of common parts of the Buildings
- outbuildings including garages and greenhouses
- closed circuit security TV systems, security equipment, external lighting, television or radio receiving aerials, aerial fittings, masts and satellite dishes

- gangways, pedestrian malls and pedestrian access bridges
- car parks, drives, roads, pavements, footpaths, patios and terraces and similar surfaces all constructed of solid materials
- walls, gates, fences and hedges
- Services
- landscaping excluding external ponds and lakes
- swimming pools, tennis courts and squash courts forming part of Premises occupied for residential purposes.

## Business

That shown in the Schedule and conducted solely in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of Property insured by this Policy
- 2 occupation of the Property other than for the purpose of You operating any trade or business therefrom (although up to 20% business purposes occupancy for each building is allowed)
- 3 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
- 4 fire and security services maintained solely for the protection of Your Buildings
- 5 private work undertaken by any Person Employed for any of Your directors, partners or Employees with Your prior consent
- 6 attendance at or participation in exhibitions, trade fairs or shows by any Employee or director in connection with their employment

but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken Offshore.

## Clean Up Costs

The costs incurred by

- A) a government agency or regulatory body
- B) You with Our written consent where a government agency or regulatory body would have required remediation

in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident for which You are legally responsible.

## Contract Price

The amount as shown in the Schedule which represents the maximum estimated value of the Contract Works to be completed at the Premises.

## Contract Works

The temporary or permanent works executed or in the course of execution at the Premises by You or on Your behalf for the purposes of alterations or improvements to the Buildings including unfixated site materials for use in connection with such works.

## Contribution

The first part of each and every claim as shown in the Schedule which You and We have agreed will be paid by You.

If cover is provided in respect of an Event under more than one item under the "What is covered" heading within an Insurance or under more than one Insurance section and if a Contribution as defined above applies under more than one such item or Insurance then only the Contribution which is the highest of those which would have applied separately will be deducted from the total claim payment.

## Costs of Rerletting

The costs necessarily and reasonably incurred from the date of the Damage until the expiry of the Indemnity Period in rerletting the Buildings (including legal fees in connection with the rerletting) solely as a result of Damage to the Buildings.

## Court

A Court or other competent authority.

## Damage

Accidental loss, destruction or damage.

## Data

Information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

## Declared Value

The base value shown against the Buildings item in the Schedule which You consider to represent the cost of rebuilding at the level of costs applying at the start of the Period of Insurance without any provision for inflation.

## Employee(s)

Any individual under a contract of service or apprenticeship with You.

## Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

## Failure of a System

The complete or partial failure or inability whether in terms of availability, functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your Business activities.

## Fees

Any architects', surveyors', and legal fees paid by You with Our written consent.

## Flat(s)

A self-contained unit of the residential accommodation forming part of a block of flats or apartments or of any other Building which includes such residential units.

## Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987)

## Ground Heave

Upward or lateral movement of the site on which Your Buildings stand caused by swelling of the ground.

## Guarantor

The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of their obligations under the Tenancy Agreement.

## Indemnity Period

The maximum period from the date of the Damage for which We will pay any loss of Rent, as shown in the Schedule.

## Injury

### In respect of Liabilities Insurance Sections 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

### In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

### In respect of Liabilities Insurance Section 4

- Bodily injury, death, disease or illness of any person other than a Person Employed.

## Insured Person

You or Your directors, partners or Employees.

## Landlord's Contents

Furniture, carpets (other than fitted carpets), furnishings and all other Property owned by You or for which You are responsible used in Your capacity as a Landlord within the Buildings but excluding

- landlord's fixtures and fittings
- contents in common parts of the Buildings
- moveable Property in the open or in outbuildings
- computer and photographic equipment
- jewellery, stamp, coin and other collections, articles of precious metal, clocks, watches, furs, works of art or paintings

- clothing, personal belongings and pedal cycles
- money, certificates, cheques, securities or other documents of any kind
- motor vehicles (excluding pedestrian-controlled gardening equipment, wheelchairs and vehicles used in or about the Building), caravans, trailers, trains, aircraft, watercraft or parts or accessories for any of them
- stock and materials in trade
- any Property insured under another policy.

### Landslip

Downward movement of sloping ground.

### Legionellosis

Any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

### Limit of Indemnity

The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

### Limit of Liability

The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

### Loss of Rent

The actual amount of the reduction in the Rent received by You during the Indemnity Period solely as a result of Damage to Buildings.

### Microchip

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

### Notice of Adjudication

Any notice issued to a party to a contract to which Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication.

### Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

### Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the Schedule and any other period for which We accept Your Premium.

## Person Employed

- 1 Employee
  - 2 labour master and individuals supplied by him
  - 3 individual employed by labour only sub-contractors
  - 4 self-employed individual (not being in partnership with You)
  - 5 individual hired to or borrowed by You
  - 6 individual undertaking study or work experience while under Your supervision
  - 7 voluntary worker helper or instructor
  - 8 prospective employees being assessed by You as to their suitability for employment
  - 9 person working under the Community Offender Act 1978 or similar legislation
- } while under Your direct control and supervision

## Person Entitled to Indemnity

- 1 You
- 2 Your personal representatives in respect of legal liability incurred by You
- 3 at Your request
  - A) any principal
  - B) any of Your directors or partners
  - C) any Person Employed

against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

- D) the officers, committees and members of Your canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- E) any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such directors partners or Employees with Your prior consent

provided that such people shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

## Policy

The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us.

## Premises

The address as shown in the Schedule.

## Property

Material Property but shall not include Data.

## Property Insured

Buildings

Landlord's Contents



at the Premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined in the Policy or more fully described in the Schedule and all being Your Property or for which You are responsible but excluding

- A) Property which is more specifically insured
- B) Unless specifically notified and accepted by Us as insured
  - i) Property in transit
  - ii) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft
  - iii) and, piers, jetties, bridges, culverts and excavations,
  - iv) livestock, growing crops and trees
  - v) 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
  - vi) overhead transmission lines

## Rent

Any money in the nature of Rent including service charges which You receive from a Tenant.

## Resident(s)

Any person authorised under the terms of the lease, Tenancy Agreement or rental agreement who lives in the Residential Property and any member of their family residing with them.

## Residential Property/Properties

Any house, maisonette or Flat owned by You or for which You are responsible situated at the Premises.

## Schedule

The document providing details of the various Insurances which are included in Your Policy together with the levels of cover applying under each.

## Services

Telephone, gas, electricity and water mains, drains and sewers, electrical instruments, meters, piping, cabling and the like which provide services to or from the Buildings and for which You are responsible.

## Statement of Fact

The document setting out information provided by You or Your representative as being relevant to the cover that has been applied for. It also includes assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

## Subsidence

Downward movement of the site on which Your Buildings stand by a cause other than the weight of the Buildings themselves.

## Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain, Northern Ireland and the Channel Islands or the Isle of Man during the Period of Insurance.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by Us to have occurred at the time such incident takes place.

## System

Computers, other computing and electronic equipment linked to a computer hardware electronic Data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

## Tenancy Agreement

A Tenancy Agreement between You and the Tenant in relation to the Residential Property which is:

1 an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

or

2 a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and the Premises are let purely for residential purposes of the Tenant's employees and their family

or

3 a written common law residential Tenancy Agreement created after 28 February 1997 between individuals where the Rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

and which is

A) appropriate for the tenancy

B) signed and independently witnessed by You, the Tenant(s) and, if required as a condition of the Tenant Reference, the Guarantor

C) free from any unreasonably restrictive covenants.

## Tenant

The occupier of the Residential Property named in the Tenancy Agreement as the Tenant.

## Unoccupied

Unoccupied or empty or disused or unfurnished or untenanted or no longer in active use.



## Virus

Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

## Water Table Level

The level below which the ground is completely saturated with water.

## We/Us/Our

Royal & Sun Alliance Insurance plc  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

## You/Your/Yours/Yourselves

The Policyholder shown in the Schedule.

# Complaints Procedure

## Our commitment to customer service

At MORE TH>N Business we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

### Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

**Post:** RSA  
Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

## If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**Telephone:** 0300 123 9123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

## How We Use Your Information

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

### Who are we?

We are Royal & Sun Alliance Insurance plc (RSA), we provide commercial and consumer insurance products and services under a number of brands, such as MoreThan. We also provide insurance services in partnership with other companies.

### Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed, to send you news and offers related to our products and services.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. car make and model, your home).

We may need to check information you have submitted with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

For some of our products, we may collect information through smart sensors to assess your insurance needs (e.g. a black box installed in your vehicle when you buy a telematics driving product, which collects and uses geo-location and driving behaviour data).

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

For marketing, you will always be given a choice over the use of your data.

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

## Where else do we collect information about you?

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

## Will we share your personal information with anyone else?

We do not disclose your information outside of RSA except:

- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Smart Sensor Data Analytics** – an insurance product that collects your information using smart sensors (e.g. in car black box) to calculate your insurance risk (e.g. driving score). This may then be used to determine your policy rewards (e.g. cash back for safe driving) and to calculate your policy renewal premium.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

### Will you be contacted for marketing purposes?

If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.

You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

### Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

### What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - a. If you believe that the information we hold about you is inaccurate, or;
  - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSRI) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

## Customer Care Services

As part of Our commitment to customer care, We have provided additional services to help You when You need it most.

### Claims Helpline

We recognise that losses mean disruption to Your Business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for You to report a claim to Us during normal office hours. That's why You can now notify Us of any claim when it suits You - any time of the day or night. All You have to do is call!

- **24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)**

**0330 102 4098** (Please quote Your Policy Number)

### Emergency Repairs

Should emergency repairs be needed to Your Property, We will put You in touch with a tradesman from Our carefully selected panel. You will have to pay the cost of any work done, but where the Damage is caused by an insured Event, You can of course submit the cost as part of Your claim. Whatever the nature of the emergency, You just need to make a single phone call.

### Catastrophe Claim

If You are faced with a major catastrophe, such as a serious fire or flood, We recognise that You will need expert assistance immediately. We will send a representative to help You in a major crisis, 24 hours a day, 365 days a year.

### Advice Lines

Where do You turn to for answers to questions that affect Your Business? Our advice lines will put You in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Line**

**01455 255015**

(Please quote reference number 71113)

[www.morethanbusiness.com](http://www.morethanbusiness.com)

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