

MORE TH>N®
Business



Your Landlord Policy Wording.

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Introduction

Welcome to MORE THAN 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".

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 Ltd.

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 tradesperson 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**)

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that You comply with all Policy Conditions and You should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require You to provide Us with any reasonable assistance and evidence that We may require concerning the cause and value of any claim. Ideally, as part of Your initial claim notification, You should provide:

- Your name, address, and Your email and contact numbers
- Personal details necessary to confirm Your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable Us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item You are claiming for is beyond repair

Sometimes We or someone acting on Our behalf, may wish to meet with You to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service We offer to Our customers. Our philosophy is to repair or replace lost or damaged property, where We consider it appropriate, and We have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where We can offer repair or replacement through a preferred supplier but We agree to pay a cash settlement, then payment will normally not exceed the amount We would have paid our preferred supplier.

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

i) 30 days of Your becoming aware of the Event or occurrence

or

ii) 7 days in the case of Damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

provide Us with all information and help We 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.

Where material to the loss, failure to comply with any of these conditions will 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 occupancy of the Premises including but not limited to a change in tenant
- E) any of the facts or matters set out in the Statement of Fact

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

It is a requirement of this Insurance under Property Damage Insurance that from the date that You become aware that any Building or portion thereof becomes Unoccupied for any continuous period exceeding 45 consecutive days that:

- A) You must tell Us immediately
- B) electricity be kept shut off at the switch where it enters the Building or portion thereof except electrical circuits required to maintain power to any fire or intruder alarm or CCTV monitoring system,

- C) all water supplies including any heating system be kept drained unless required to operate a sprinkler system approved by Us, in which case heating should be kept at no less than 4 degrees Celsius between 1 October and 30 April inclusive,
- D) gas and any fuel supplies be kept shut off at the switch or stopcock where they enter the Building or portion thereof unless required to maintain the heating system at no less than 4 degrees Celsius between 1 October and 30 April inclusive,
- E) the Building or portion thereof be kept secure by:
 - i) ensuring any Intruder Alarm System is active and set,
 - ii) the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters,
 - iii) the use of window locks where fitted, where locks are not fitted windows must be screwed shut,
 - iv) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry,
 - v) sealing all letterboxes or fitting a steel cage internally,
- F) the Building and external areas be kept free of all unfixed combustible materials,
- G) any additional requirements put forward by Us be completed within the timescale specified,
- H) the Building be inspected internally and externally by You or Your nominees at least every 7 days to check that the requirements of this condition are in place and a formal log kept of the inspection detailing as a minimum the:

- i) name of the person carrying out inspection,
 - ii) date and time of inspection,
 - iii) breaches of requirements A) to H) identified (if any) and action taken a copy of which will be required by Us in the event of a claim,
- l) that any evidence of unauthorised entry or Damage is advised to Us.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage 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.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your claim.

12 Cancelling the Policy

You may cancel this Policy by informing Us in writing, and cancellation will be effective from the date of receipt of Your instructions.

We may cancel this Policy by sending 30 days written notice to Your last known address.

In the event of cancellation, We will refund the premium You paid for the rest of the insurance period. We will only do this if You have not made a claim during the Period of Insurance or if the amount to be refund is greater than £25.

13 Premium Adjustment Condition

We do not charge any administration fees or cancellation fees for this Policy.

We will agree to waive any premiums due to Us that are less than £25.

We will not refund any premiums due to You that are less than £25.

Policy Exclusions

(Exclusions that do not apply to the whole Policy are shown in the individual Insurance section.)

This insurance (including all extensions of cover) does not cover

1 War and Allied Risks

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

This Exclusion shall not apply in respect of Liabilities Insurance Section 1 Employers' Liability.

2 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

3 Terrorism

Damage or any loss occasioned 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 Policy 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 HM's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this Policy 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:

- 1) influence any government or any international governmental organisation

or

- 2) 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 Policy the burden of proving that such Damage or loss is covered shall be upon You.

This Exclusion shall not apply in respect of the Liabilities Insurance or Terrorism Insurance sections in the Policy.

4 Cyber and Data

Any:

- i) Cyber Loss or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent Damage to Property Insured where such Damage is caused by any of the following Events which directly results from a Cyber Incident or a Cyber Act unless otherwise excluded by this Policy:

Fire, smoke, lightning, explosion, earthquake, Riot and malicious persons (but only where involving physical force or violence), Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicles or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation or Theft or attempted theft.

This Exclusion shall not apply in respect of the Liabilities Insurance or Terrorism Insurance sections in the Policy.

5 Disease

Loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- B) any disease arising from any such pathogen or microorganism, or
- C) the threat or fear (actual or perceived) of A) or B)

This Exclusion shall apply regardless of any other term of this Policy except:

- i. to the extent expressly provided in the Specified Disease Extension under the Additional Extensions of Cover applicable to Rent within this Policy
- ii. any cover otherwise provided by this Policy for:
 - a) Damage which itself results directly from the following Events insured unless otherwise excluded under this Policy:

Fire, smoke, lightning, explosion, earthquake, Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicle or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation, Theft or attempted theft, Subsidence, Ground Heave or Landslip subsequent upon A), B) or C) above;

- b) loss due to interruption or interference with Your Business as a direct consequence of such subsequent Damage insured under ii) a) above.

This Exclusion shall not apply in respect of the Liabilities Insurance or Terrorism Insurance sections in the Policy.

Definitions – Words with special meanings

Act of Terrorism (Terrorism Insurance)

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 HM's government in the United Kingdom or any other government de jure or de facto.

Advertising Injury

Oral or written publication of material in any manner that slanders libels or defames a person's or organisation's products or services committed in the course of advertising Your products or services.

Agent

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

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 from premises 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 the provision of car parks
- 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.

Computer System

any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by You or by any other party.

Computer Systems (Terrorism Insurance)

A computer or other equipment or component or system or item which processes stores transmits or receives Data.

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 unfixed site materials for use in connection with such works.

Excess

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 Excess as defined above applies under more than one such item or

Insurance then only the Excess which is the highest of those which would have applied separately will be deducted from the total claim payment.

Costs of Reletting

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

Covered Loss (Terrorism Insurance)

All losses arising under Terrorism Insurance Heads of Cover A and/or C of the Terrorism insurance section that occur in the Territory, the proximate cause of which is an Act of Terrorism.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any Computer System.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Damage

Physical loss, destruction or damage.

Data

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

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.

Denial of Service Attack (Terrorism Insurance)

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks or network services or network connectivity or Computer Systems.

The definition of Denial of Service Attack includes, but is not limited to, the generation of excess traffic into network addresses and the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

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.

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**.

Hacking (Terrorism Insurance)

Unauthorised access to any Computer System, whether Your property or not.

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.

Non-Damage (Terrorism Insurance)

All losses arising as a result of interruption or interference with Your Business in consequence of:

- A) access to, exit from or use any premises located within the Territory owned or occupied by You being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; or
- B) an Act of Terrorism in the vicinity of, but in no event further than one mile from, any premises within the Territory owned or occupied by You which results in the business carried on at such premises having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in Your business, but in no event shall the maximum period of indemnity for such interruption or interference with the business exceed three months.

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.

Nuclear Installation (Terrorism Insurance)

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- 1 the production or use of atomic energy or
- 2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
- 3 the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor (Terrorism Insurance)

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

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.

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.

Private Individual (Terrorism Insurance only)

Any person, including

- A) beneficiaries of or trustees of a trust where insurance is arranged under the terms of a trust, or
- B) beneficiaries or executors of a will or
- C) sole traders,

where Residential Property is occupied by a beneficiary or trustee of a trust, or a beneficiary or executor of a will, or sole trader as their private residence(s), unless more than 20% commercially occupied.

The definition of Private Individual shall include two or more persons where insurance is arranged in their several names and/or Your title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

Property

Material Property but shall not include Data.

Property (Terrorism Insurance only)

Property Insured (as defined within this Policy) and any other property whatsoever, but excluding:

- A) any land or building which is occupied as a private residence or any part thereof which is so occupied unless:
 - i) insured under the same contract of insurance as the remainder of the building which is not a private residence; or
 - ii) not insured in the name of an individual
- B) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

Property Insured

Buildings	}	at the Premises including within the open yards forming part of the
Landlord's		Premises (subject to any specific
Contents		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 (not applicable to Terrorism Insurance)

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

Residential Property/Properties (Terrorism Insurance)

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

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 happening anywhere in the world other than the United States of America or any other territory within its jurisdiction 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 for the purposes of this Policy to have occurred at the time such incident takes place.

Sum Insured

Value shown in the Schedule which represents the maximum amount We will pay.

In respect of Buildings the Sum Insured is the Declared Value plus an allowance for inflation during the Period of Insurance and in the event of a claim the period of reinstatement.

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 or Similar Mechanism (Terrorism Insurance)

Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Water Table Level

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

We/Us/Our

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

You/Your/Yours/Yourself

The Policyholder shown in the Schedule.

Property Damage Insurance

This insurance only applies where shown as included in the Schedule

What is covered

Events

The following Events only apply where shown as included as operative Events in the Schedule.

- 1 Fire, smoke, lightning, explosion and earthquake.
- 2 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
- 3 Storm or flood.
- 4 Escape of water or oil from any tank, apparatus, pipe or appliance.

What is not covered

- 1 Your Excess as shown in the Schedule.
- 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.
- 1 Your Excess as shown in the Schedule.
- 2 Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.
- 3 Damage arising from stoppage of work.
- 4 Damage directly caused in the course of theft or attempted theft by malicious persons not acting on behalf of or in connection with any political organisation.
- 5 Damage where any Buildings or parts thereof have been Unoccupied for more than 45 consecutive days.
- 1 Your Excess as shown in the Schedule.
- 2 Damage caused solely by change in the Water Table Level.
- 3 Damage caused by frost, Subsidence, Ground Heave or Landslip.
- 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.
- 1 Your Excess as shown in the Schedule.
- 2 Damage by water discharged or leaking from an automatic sprinkler installation.
- 3 Damage where any Building or parts thereof have been Unoccupied for more than 45 consecutive days.

What is covered

- 5 Impact by
 - A) any vehicle or animal
 - B) aircraft or other aerial devices or articles dropped from them.
- 6 Accidental escape of water from any automatic sprinkler installation.
- 7 Theft or attempted theft.
- 8 Subsidence, Ground Heave or Landslip.

What is not covered

- 1 Your Excess as shown in the Schedule.
- 1 Your Excess as shown in the Schedule.
- 2 Escape caused by freezing or unfreezing of the installation or any part of it in any Building which is Unoccupied.
- 1 Your Excess as shown in the Schedule.
- 2 Damage which You can recover from another source.
- 3 Any Damage to Buildings or Landlord Contents in any Property which has been Unoccupied for over 45 consecutive days.
- 4 Damage to Landlord's Contents
 - A) which does not involve forcible entry into or exit from the Residential Property or non-residential Building
 - B) in Residential Properties which have been Unoccupied for over 45 consecutive days.
- 1 Your Excess as shown in the Schedule.
- 2 Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.
- 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.
- 4 Damage arising from normal settlement or bedding down of new structures.
- 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.
- 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.

What is covered

- 9 A) Falling trees or their branches.
- B) Falling television or radio receiving aerials, aerial fittings and masts or satellite dishes.
- 10 Any other accident.

What is not covered

- 7 Damage caused by or arising from faulty workmanship, design or materials.
- 8 Damage commencing prior to the granting of cover under this Insurance.
- 1 Your Excess as shown in the Schedule.
- 2 Damage caused by felling or lopping of trees and branches by You or on Your behalf.
- 1 Your Excess 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 Employees

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
- 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 originates

What is covered

What is not covered

but not

- i) such Damage which itself results from other Damage which is covered by this Insurance
 - ii) subsequent Damage which itself results from a cause not otherwise excluded.
- 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 works
- and is not otherwise excluded.
- 7 Damage caused by disappearance or unexplained loss.
- 8 Damage where any Buildings or parts thereof have been Unoccupied for more than 45 consecutive days.

Extensions of Cover

This insurance also covers

What is covered

1 Additional Sprinkler Costs

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

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.

2 Alterations and Additions to the Buildings

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.

3 Concern for Welfare Costs

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.

4 Damage to Landscaping

The costs incurred in

- A) repairing Damage to landscaped gardens and grounds caused by the emergency services when attending the Premises
- B) replanting trees, shrubs, plants and turf used in landscaping

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

What is not covered

- 1 Your Excess as shown in the Schedule.

- 1 Your Excess as shown in the Schedule.
- 2 Damage to Buildings insured on another policy.
- 3 Any amount in excess of 10% of the respective Buildings Declared Value and Sum Insured or £500,000 whichever is the lower amount.

- 1 Your Excess as shown in the Schedule.
- 2 Damage caused by the Police in the course of criminal investigations.

- 1 Your Excess as shown in the Schedule.
- 2 Any amount in excess of £25,000 any one loss.
- 3 The failure of any plant to germinate or propagate following replacement under this extension.

What is 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.

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.

What is not covered

- 1 Your Excess as shown in the Schedule.
- 2 Any amount in excess of £50,000 any one loss.

- 1 Your Excess as shown in the Schedule.

What is covered

8 Illegal Cultivation of Drugs

For the purposes of this Extension only the Illegal Activities Exclusion does not apply.

Damage to Property Insured at the Premises from the manufacture, cultivation, harvest or processing by other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1971)

In order for the cover provided under this Extension to operate You must ensure that You or anyone acting on Your behalf

- A) Complete internal and external inspections of the Buildings at least once every 3 months and maintain a log of those inspections for at least 24 months.
- B) Obtain, verify and retain written references from a current employer, guarantor or former landlord of any new tenant prior to allowing them to move in.
- C) Obtain and retain formal photo identification such as a driving licence or passport of any new tenant prior to allowing them to move in.
- D) Obtain and record details of Your tenant's bank account and verify those details by receiving at least one payment from that account.
- E) Advise Your tenant where sub-letting is allowed by the tenancy agreement, that they must follow the measures set out in terms A), B), C) and D) above for all lettings they arrange and make those details available to You when reasonably requested.

Where material to the loss, failure to comply with any of these requirements will result in Us not paying Your Property Damage claim.

9 Index Linking

An adjustment in the Declared Values shown on the Schedule will automatically be applied in line with the relevant recognised index when Your Policy renews.

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

What is not covered

- 1 Your Excess of £250.
- 2 Any amount in excess of £25,000 in any one Period of Insurance.

What is covered

10 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.

11 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.

12 Malicious Damage and Theft or Attempted Theft by Residents

The insurance in respect of Events 2 and 7 is extended to include Damage caused by Residents or their guests to the Buildings and Landlord's Contents (if insured) of the Flat or other Residential Property in which the Resident lives.

13 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.

What is not covered

- 1 Your Excess as shown in the Schedule.

- 1 Your Excess 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.

- 1 Your Excess as shown in the Schedule.

What is covered

14 Removal of Nests

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

15 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.

16 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.

17 Trace and Access

Damage occurring as a result of escape of water or oil as insured by Events 4 and 6 including

- A) the costs necessarily incurred in locating the source of such Damage
- B) the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage

18 Tree Felling and Lopping

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

What is not covered

- 1 Your Excess 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 Excess 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.
- 1 Your Excess as shown in the Schedule.
- 2 Any amount in excess of £50,000 any one Event.
- 1 Your Excess as shown in the Schedule.
- 2 Any costs You have to pay solely in order to comply with a Preservation Order.
- 3 Any amount in excess of £2,500 in any one Period of Insurance.

What is covered

19 Unauthorised Use of Electricity, Gas or Water

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.

What is not covered

- 1 Your Excess as shown in the Schedule.
- 2 Any amount in excess of £25,000 in any one Period of Insurance.
- 3 Costs incurred unless
 - 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
 - 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.

Additional Extensions of Cover applicable to Rent

Where the cover provided by this section of this Policy is hereby extended under more than one of the extensions, only one Limit of Liability, being the largest applicable, will be available to You in respect of the loss.

If rent is shown as included in your Schedule this insurance also covers

What is covered

1 Prevention of Access and Loss of Attraction

Loss of Rent resulting solely and directly from

- A) the prevention of use or access to the Buildings or part thereof
- B) the avoiding or delaying of an agreement which is in the course of negotiations to lease the Buildings or part thereof solely and directly as a result of Damage to Property within 1,000 metres of Your Premises but excluding Damage to Property of any supply undertaking which supplies electricity gas water or telecommunications services to Your Premises.

For the purpose of this Extension only the maximum Indemnity Period shall not exceed three months and will apply from the date upon which the Damage first occurred.

2 Prevention of Access (Non Damage)

This extension only applies if Terrorism Insurance is shown as included in the Schedule.

Loss of Rent solely as a result of the prevention of access to Your Premises or part thereof on the order of a public authority caused solely and directly by an emergency occurring only at Your Premises or only within (and not beyond) 1,000 metres of Your Premises which is likely to

- A) Endanger human life or
- B) Cause damage to property arising from the:
 - i. Unlawful occupation by a third party of a building or part thereof except in the course of any trade disputes including but not limited to strikes, picketing and labour disturbances
 - ii. Suspected or actual existence of an explosive device

What is not covered

- 1 Any amount in excess of £100,000 this being Our maximum Limit of Liability for any one Premises and in the aggregate during one Period of Insurance.
- 2 Any Loss of Rent under the Extension caused by or in any way related to any Damage to Property further than 1,000 metres from Your Premises.
- 3 No other Extension, coverage or provision is operative in addition to the Limit of Liability under this Extension.
- 1 Any loss as insured by this extension involving an interruption of less than 12 hours continuous duration.
- 2 Any loss during any period other than the actual period where access to Your Premises was prevented.
- 3 Any prevention of access to Your Premises as a result of Damage, or arising from any cause within Your direct control including any non-compliance with a prior order or advice of a public authority.
- 4 Any loss arising directly or indirectly from or in any way connected to:
 - A) disease,
 - or
 - B) weather and/or drought

What is covered

For the purpose of this extension only the maximum Indemnity Period shall not exceed three months and will apply from the date from which the order of the public authority is complied with.

3 Failure of Public Supply

The insurance by each item on Rent is extended to include Loss of Rent, cost of reletting or additional expenditure arising from the failure of the supply of

- A) electricity at the terminal ends of the supply authority's service feeders at the Premises
- B) gas at the supply authority's meters at the Premises
- C) water at the supply authority's main stop cock serving the Premises.

4 Specified Disease

For the purposes of this Extension only the Disease Exclusion does not apply

The cover provided is extended to include Loss of Rent following closure of Your Premises or part thereof on the order of a public authority caused solely by

- A) an outbreak of food or drink poisoning as a result of food or drink supplied at the Premises or
- B) the manifestation at the Premises of any the following diseases in a human

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Paratyphoid fever, Typhoid Fever, Plague as a result of Yersinia Pestis bacteria, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Viral Hepatitis, Whooping cough, Yellow Fever

What is not covered

- 5 Any prevention of access caused by or contributed to by or in any way related to any emergency occurring further than 1,000 metres from Your Premises.
- 6 Any amount in excess of £5,000 this being Our maximum Limit of Liability for any one Premises and in the aggregate during one Period of Insurance.
- 1 Loss as a result of accidental total failure of the public supply lasting less than 30 consecutive minutes.
- 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.
- 3 Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
- 4 Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.
- 1 Any amount in excess of £100,000 this being Our maximum Limit of Liability for any one Premises and in the aggregate during one Period of Insurance for this Extension.
- 2 No cover is provided under this Extension for any closure of the Premises caused by or contributed to by or in any way related to the manifestation of any Specified Disease at a place other than the Premises.
- 3 No other Extension, coverage or provision is operative in addition to the Limit of Liability under this Extension.

What is covered

Provided that:

- i. The maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with
- ii. In respect of a manifestation at the Premises of Legionellosis or Legionnaires' disease it is a condition precedent to any liability of Ours that at the time of such outbreak at Your own Premises You shall have been in complete compliance with Health and Safety Executive Approved Code of Practice (ACOP) 1992 unless such non-compliance shall have been notified in writing to Us and confirmed as acceptable by Us.

Subject otherwise to the terms Exclusions and Conditions of this Policy including without limitation, the basis of settlement provisions applicable to the Rent cover of this Policy.

5 Murder and Suicide

The cover provided is extended to include Loss of Rent following murder or suicide occurring at Your Premises

Provided that the maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with

Subject otherwise to the terms Exclusions and Conditions of this Policy including without limitation, the basis of settlement provisions applicable to the Rent cover of this Policy.

6 Vermin or Pests and Defective Sanitation

Loss of Rent following closure of Your Premises or part thereof on the order of a public authority caused solely by:

- A) the discovery of vermin or pests
- B) an accident causing defects in the drains or other sanitary arrangements

at the Premises

What is not covered

- 4 This Extension shall not provide cover in respect of any closure of the Premises or part thereof on the order of a public authority caused in whole or in part by a manifestation at the Premises of any disease which is part of an outbreak which has been or is or shall be designated or declared as a pandemic by the World Health Organisation or any person or body undertaking substantially the same function. Once any outbreak of a disease has been so designated or declared then for the purposes of this Policy it will be deemed that the disease was so designated or declared from the commencement of the outbreak.

- 1 Any amount in excess of £100,000 this being Our maximum Limit of Liability for any one Premises and in the aggregate during one Period of Insurance.
- 2 No other Extension, coverage or provision is operative in addition to the Limit of Liability under this Extension.
- 1 Any amount in excess of £100,000 this being Our maximum Limit of Liability for any one Premises and in the aggregate during one Period of Insurance.
- 2 No other Extension, coverage or provision is operative in addition to the Limit of Liability under this Extension.

What is covered

Provided that the maximum Indemnity Period is limited to three months and shall apply from the date from which the closure order of the public authority is complied with

Subject otherwise to the terms Exclusions and Conditions of this Policy including without limitation, the basis of settlement provisions applicable to the Rent cover of this Policy.

7 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.

8 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.

9 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.

10 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.

What is not covered

- 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.
- 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.
- 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

This insurance (including all extensions of cover) also does not cover

1 Illegal Activities

Damage (including malicious damage) caused as a result of the Premises being used by occupants for illegal activities.

This Exclusion shall apply regardless of any other term of this Policy except to the extent expressly provided in the Illegal Cultivation of Drugs Extension under the Property Damage Insurance section within this Policy.

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 remedy 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 remedy 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.

Transfer of Interest

If at the time of any insured Damage to any Buildings covered by this Insurance You shall have contracted to sell Your interest in such Buildings and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such Damage. Such benefit shall be without prejudice to Your or Our rights and liabilities under this Insurance and up to the date of completion of the purchase provided the Buildings are not insured by the purchaser or on their behalf against such Damage on another policy.

In respect of Rent (if included) where Damage has occurred prior to exchange of contracts and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of the Rent insurance to the same extent as You would have if the Buildings had not been sold.

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 remedy 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 cesser 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 remedy 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.

Workers

We accept that this Insurance will not be prejudiced by the presence of workers 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.

Automatic Reinstatement After a Loss

If any of the Property Insured described in the Schedule suffers Damage at the Premises insured and Loss of Rent resulting therefrom by any of the insured Events other than by Theft the Sum Insured in respect of the Property Damage and Rent covers shall be reduced in whole or in part by the amount of any such Damage and Loss of Rent

In the absence of written notice by You or Us to the contrary within 30 days of the occurrence of any Damage, Our liability shall not be reduced by the amount of any loss

Provided that

1. You shall pay the appropriate additional premium for such automatic reinstatement of cover if required by Us
2. We will not be liable in respect of any one Event for more than the Policy Sum Insured or other Limit of Liability applicable to the Property Damage Insurance cover
3. any Limit of Liability described as applying in the aggregate during the Period of Insurance shall not be reinstated
4. You shall take immediate steps to effect additions to or variations in the protections of the Property Insured as We may require.

Terrorism Insurance

This insurance only applies where shown as included in the Schedule

What is covered

Notwithstanding any provisions to the contrary within this Policy, the insurance in respect of all items, clauses or extensions, insured by the insurance shown in the Terrorism Insurance section of the schedule, are extended to include Terrorism Insurance as specified in the Heads of Cover below.

Terrorism Insurance Heads of Cover

The following Heads of Cover are insured:

- A Damage,
- B Non-Damage, and
- C loss resulting from Damage to Property, to the extent and insofar that they are insured by this Policy in each Territory stated below the proximate cause of which is an Act of Terrorism, where any Act of Terrorism within Great Britain must be certified as such by HM Treasury or a tribunal as may be agreed by HM Treasury, provided always that Terrorism Insurance is:
 - 1) subject to exclusions 1-3 shown under 'What is not covered', and
 - 2) not subject to any other exclusions shown under 'What is not covered' in this Policy, provided also that Our liability in any one Period of Insurance shall not exceed:
 - i) in the whole the total Sum Insured, and
 - ii) in respect of any item its Sum Insured or any other stated Limit of Liability specified in the Schedule or elsewhere in this Policy,

whichever is the lower subject always to the limit(s) applying to Terrorism Insurance shown against each Territory stated below after the application of all the provisions of the insurance including the Excess.

Territory	Limit of Liability
A Great Britain	As otherwise specified in the Schedule or this Policy
B Elsewhere in the world	Not insured

What is not covered

- 1 **Riot civil commotion War and Allied Risks**

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 2 **Electronic Risks**

Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

 - A) Damage or Non-Damage to or the destruction of any Computer System;

or

 - B) any alteration, modification, distortion, erasure or corruption of Data,

in each case whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.
- 3 **Nuclear Risks and Chemical, Biological and Radiological Contamination**

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

 - A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material,
 - C) chemical and/or biological and/or radiological irritants, contaminants or pollutants,

in respect of:

 - i) Property situated outside of Great Britain or
 - ii) Residential Property insured in the name of a Private Individual.

Conditions

- 1 In any action, suit or other proceedings where We allege that any Damage, Non-Damage or loss resulting from Damage to Property is not covered by this Terrorism Insurance the burden of proving that such Damage, Non-Damage or loss is covered shall be upon You.
- 2 Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.
- 3 If this Policy is subject to any Long Term Agreement/Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this Policy apply except in so far as they are hereby expressly varied by the Terrorism Insurance Section

Special Provision

Cyber Terrorism

This Special Provision applies only to:

- A) Terrorism Insurance Heads of Cover A and C
and
- B) Property situated within Great Britain and does not apply to:
 - i) Terrorism Insurance Head of Cover B,
or
 - ii) Residential Property Insured in the name of a Private Individual

Electronic Risks exclusion 2A) and 2B) shown under 'What is not covered' shall not apply to any Covered Loss provided that such Covered Loss:

- 1) results directly (or, solely as regards 2)c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System;
and

- 2) comprises;
 - a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by You;
 - or
 - b) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either;
 - i) damage to or destruction of Property insured by You; or
 - ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by You by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by You to which access is affected;
 - or
 - c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss
- and
- 3) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Special Provision shall additionally exclude:

- A. any money (Money as defined within this Policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatever; and
- B. any Data.

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of 2) within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in 1) within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision.

In no other circumstances than the previous paragraph, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism Insurance.

Liabilities Insurance

This insurance section only applies where shown as included in the Schedule

Section 1 Employers' Liability

What is covered

Any Person Entitled to Indemnity is covered

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
 - or
 - B) while temporarily outside these territories arising out of and in the course of employment by You in the Business
- 2 in respect of
 - A) claimants costs and expenses which You are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - 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
 - 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
 - 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

1 Road Traffic Legislation

Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation.

2 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.

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

where the legal liability is

- i) that of any principal
- ii) accepted under an agreement without which the legal liability would not exist.

Extensions to Section 1

This section also covers

What is covered

1 Compensation for Court Attendance

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

- A) for any director or partner of Yours £750 per day
- B) for any Employee £500 per day.

2 Unsatisfied Court Judgements

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

- 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
- B) the Injury was caused during any Period of Insurance in the course of employment by You
- C) there is no on-going, planned or outstanding appeal
- D) the Employee or their personal representative shall assign the judgement to Us.

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

What is not covered

What is covered

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 HM's government in the United Kingdom or any other government *de jure* or *de facto*.

What is not covered

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

Any Person Entitled to Indemnity is covered

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) Damage to Property
 - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
 - D) wrongful arrest or false imprisonmenthappening during any Period of Insurance in connection with the Business
- 2 in respect of
 - A) claimants' costs and expenses which You are legally liable to pay in connection with any claim under 1 above
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - 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
 - 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

What is not covered

1 Mechanical Vehicles

- 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
- A) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at Your Premises
 - iii) the loading or unloading of any vehicleexcept 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
 - B) aircraft or other aerial device
 - C) aerospace device
 - D) hovercraft
 - E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability

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.

3 Property in Your Custody or Control

- 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
- A) Your directors', partners', Employees' or visitors' personal effects including vehicles and their contents

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 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.

What is covered

What is not covered

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 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.

10 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.

11 Illegal Activities

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

12 Excess

Your Excess as shown in the Schedule in respect of

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

What is covered

What is not covered

13 Cyber

Any legal liability for mental injury arising from

- A) loss destruction or corruption of Data
- B) appropriation transmission use access to storage or modification of Data
- C) the reduction in or loss of ability to use access process transmit modify or store Data
- D) misinterpretation or misuse of Data.

Extensions to Section 2

This section also covers

What is covered

1 Cross Liabilities

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

Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.

2 Compensation for Court Attendance

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

- A) for any director or partner of Yours £750 per day
- B) for any Employee £500 per day.

3 Contingent Motor Liability

Your legal liability to pay damages and/or costs resulting from

- A) Injury to others, or
- B) Damage to Property belonging to others

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.

4 Personal Legal Liabilities whilst Overseas

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.

What is not covered

- 1 Damage to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by You.
- 3 Where cover is provided by any other insurance policy.
- 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.
- 1 Any legal liability arising out of
 - A) the ownership or occupation of land or buildings
 - B) where cover is provided by any other insurance policy
 - C) all exclusions shown under 'What is not covered'.

What is covered

5 Data Protection Act

We will provide an indemnity to You and if You so request any Employee or director or partner of Yours against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

We will also pay claimant's costs and expenses which You are legally liable to pay in connection with any claim incurred with Our prior written approval

Provided that You have paid the appropriate fee under the Data Protection (Charges and Information) regulations 2018 or are exempt from doing so.

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.

What is not covered

- 1 Any amount in excess of £1,000,000 in the aggregate in any one Period of Insurance
- 2 The payment of fines or penalties
- 3 The costs of notifying any person regarding loss of Data
- 4 The costs of replacing reinstating rectifying erasing blocking or destroying Data
- 5 Any 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
- 6 Any claim which arises out of circumstances notified to previous insurers or known to You at the inception of this Policy
- 7 Any legal liability where indemnity is provided by any other insurance or elsewhere in this Policy.
- 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

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.

8 Advertising Injury

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

What is not covered

- 1 Where cover is provided by any other insurance policy.
- 2 The cost of remedying any defect or alleged defect in the premises.
- 1 Any liability arising from or caused by a deliberate or intentional act or omission of any Person Entitled to Indemnity by this Extension if the result thereof could reasonably have been expected by any person having regard to the nature and circumstances of such act or omission
- 2 Any claim which arise out of circumstances notified to previous insurers or known to You at the inception of this Policy
- 3 Any Advertising Injury where indemnity is provided by any other insurance
- 4 Any Advertising Injury committed by You if Your Business is 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
- 5 Any Advertising Injury arising out of electronic bulletin boards or chatrooms that You host own or exercise control over.

What is covered

9 Clean Up Cost

We will provide indemnity to You in respect of

- 1 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
- 2
 - 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

All costs covered under 1 and 2 above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all Sudden Pollution or Contamination Incidents considered by Us to have occurred during the Period of Insurance.

What is not covered

- 1 Any amount in excess of £250,000 under this Extension.
- 2 Any costs 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 You or in Your custody or control
- 3 Any costs incurred in achieving any improvement betterment or alteration in any Property
- 4 Any costs incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
- 5 Any costs arising out of a genetically modified organism
- 6 Any costs comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum Excess by You of £2,500 and a maximum Excess of £25,000
- 7 Any costs arising solely from Your liability under legislation operating in any part of Great Britain and 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 or under any replacement legislation in respect of the foregoing.

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 Excess, 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>Part A</p> <p>Criminal Proceedings relating to Health and Safety at Work in respect of duties to Your Employees.</p> <p>We will pay</p> <p>1 legal costs and expenses incurred with Our written consent</p> <p>2 costs awarded against You or any director, partner or Person Employed</p> <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> <p>i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978</p> <p>and</p> <p>ii) the health, safety and welfare of a director, partner or Person Employed.</p>	<p>1 Fines or Penalties</p> <p>A) Fines or penalties of any kind.</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 awarded by a Court of Criminal Jurisdiction.</p> <p>2 Other Insurances</p> <p>Where cover is provided by any other insurance policy.</p> <p>3 Deliberate Act</p> <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> <p>4 Asbestos</p> <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>

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 1978and
 - 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.

Special Provision

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

Any Person Entitled to Indemnity is covered

- 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
- 2 in respect of
 - A) claimants costs and expenses which You are legally liable to pay in connection with any claim
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
 - 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
 - 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
 - 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

1 Claims outside the Period of Insurance

Any claim which is first made in writing to You (or any other Person Entitled to Indemnity) outside of the Period of Insurance.

2 Late Notification

Any claim where first notification of any circumstance that

- A) has caused Injury or
- B) is alleged to have caused Injury or
- C) can be expected to give rise to a claim

is made to Us after 30 days following the expiry of the Period of Insurance.

3 Pre-existing Legionellosis

Any legal liability in respect of Legionellosis where the Legionellosis commenced prior to the start date of this Insurance.

4 Product Liability

Any legal liability arising from any product supplied or contract work executed by You.

5 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification.

6 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.

What is covered

What is not covered

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 Illegal Activities

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

9 Excess

Your Excess 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>1 Cross Liabilities</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>2 Compensation for Court Attendance</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 Excess 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.

Complaints Procedure

Our commitment To customer service

At RSA 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.

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
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. 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 on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA Customer Relations Team
PO Box 255
Wyndham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

If you are still not happy

If you are still unhappy after our Customer Relations Team's 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
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and land lines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

Website: 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.

Your Personal Information

Your privacy is important to Us and We are committed to keeping it protected. Our Privacy Notice details how We collect, use, share, and protect Your personal information. This can be found by going to Our website <https://www.rsagroup.com/support/legal-information/privacy-policy/>. If You would like a physical or large print copy of the full notice, please call Us.

We obtain Your personal information and that of any joint policyholders who are covered by Your Policy from You or those joint policyholders themselves, Your insurance broker if You have one, claims handling suppliers and third parties such as Credit Reference Agencies, the DVLA and other Insurance industry sources (e.g. including but not limited to the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases).

We use Your personal information for a number of different purposes, for example to:

- manage Your Policy;
- process claims;
- prevent and detect fraud and financial crime;
- develop new and existing products and services;
- carry out/undertake risk and pricing modelling; and
- meet Our legal and regulatory requirements.

We will always keep Your personal information confidential, however it may be necessary to share Your personal information with third parties where there is a valid reason to do so, for example We may need to share Your information with:

- other parties involved in a claim and/or their representatives;
- Our contractors, partners, and suppliers who assist Us in the administration of Your Policy and/or Your claim; and
- government agencies, regulators, and fraud prevention agencies to fulfil Our legal and regulatory obligations.

We will retain Your personal information for as long as We have a business relationship with You. Once Our relationship has ended (for example, Your Policy has expired, Your application is declined or You do not proceed with a quotation) We will only retain Your personal data for as long as is necessary to satisfy Our legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also give You various rights over Your personal information. More details of these rights can be found in Our Privacy Notice.

www.morethanbusiness.com

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Business

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R03033N (July 2023)