



# Properties

Policy Wording

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## Introduction

Welcome to RSA. 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 and are in **bold type** whenever they appear in the **Policy**, and are listed under "Definitions - Words with Special Meanings" at the end of the **Policy**.

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

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

### The Insurance Contract

This Insurance **Policy** is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** prior to the commencement of the **Policy**, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **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)**

**0345 300 4006** (Please quote **Your Policy Number**)

### Emergency Repairs

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

### Catastrophe Claim

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

### Advice Lines

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

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

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

Stress Counselling (available 24 hours)

- **Advice Line**

**01455 251500**

(Please quote reference number **70108**)

# 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 UNDER 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.
- 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.

## What is not covered

- 1 **Your Contribution** 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 Contribution** 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 to Buildings and Landlord's Contents of Residential Properties**
  - i) caused by **Residents** or their guests to the **Residential Property** in which the **Resident** lives
  - ii) which have been **Unoccupied** for over 45 consecutive days.
- 1 **Your Contribution** 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 Contribution** as shown in the **Schedule**.
- 2 **Damage** by water discharged or leaking from an automatic sprinkler installation.
- 3 **Damage to Buildings and Landlord's Contents of Residential Properties** which have been **Unoccupied** for over 45 consecutive days.
- 1 **Your Contribution** as shown in the **Schedule**.
- 1 **Your Contribution** 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**.

## What is covered

- 7 Theft or attempted theft.
- 8 Subsidence, Ground Heave or Landslip.
- 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

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** which **You** can recover from another source.
- 3 **Damage to Buildings of Residential Properties**
  - A) caused by **Residents** or their guests to the **Residential Property** in which the **Resident** lives
  - B) which have 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 Contribution** 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.
- 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 Contribution** as shown in the **Schedule**.
- 2 **Damage** caused by felling or lopping of trees and branches by **You** or on **Your** behalf.
- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** by any of the **Events** 1 – 9 or the causes shown under 'What is not covered' for each of these **Events** (whether or not insured).
- 3 **Damage** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or
  - C) faulty or defective workmanship by **You** or **Your Employees**but this shall not exclude subsequent **Damage** which itself results from an insured **Event**.

## What is covered

## What is not covered

- 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
 but not
  - i) such **Damage** which itself results from other **Damage** which is covered by this Insurance
  - ii) subsequent **Damage** which itself results from an insured **Event**.
- 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** to **Buildings** and **Landlord's Contents** of **Residential Properties** which have been **Unoccupied** for over 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 Automatic Cover for Newly Acquired Premises

**Damage** to any newly acquired or newly constructed premises for which **You** are responsible provided that, as soon as reasonably practicable, **You** shall notify **Us** in writing of each **Building** acquired and arrange specific cover with **Us**.

In respect of premises purchased for renovation or redevelopment the 'Alternative Basis of Settlement' noted under 'How We settle claims for Damage to Buildings'/'Additional factors when settling Buildings claims' shall apply.

#### 4 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**.

#### 5 Contractors Interest

The interest of the contractor in the **Buildings** is noted as a joint **Policyholder** where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and the contractor under the terms of a contract condition.

#### 6 Cover During Sale of Flats

If the time of **Damage** is between the date contracts are exchanged and the date the sale is completed of any **Flat**, **You** or any of the **Residents** have sold, **We** will pay the person buying the **Flat** in respect of **Damage** under **Event 1** to **Event 9** of this Insurance once the sale is completed.

### What is not covered

#### 1 Your Contribution as shown in the Schedule.

#### 1 Your Contribution 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 Contribution as shown in the Schedule.

#### 2 Damage to Property insured on another policy.

#### 3 Damage occurring after a period of 30 days from the date You acquired Your interest in the Buildings.

#### 4 Any amount in excess of

A) £250,000 any one claim for **Buildings** of any **Residential Property** (excluding blocks of **Flats**)

B) £500,000 any one claim for **Buildings** in respect of any other premises.

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

#### 1 Your Contribution as shown in the Schedule.

#### 2 Damage caused by the Police in the course of criminal investigations.

#### 1 any single contract where the original contract price exceeds the Contract Price as shown in the Schedule unless advised to Us prior to work commencing and any additional premium is paid.

#### 1 Your Contribution as shown in the Schedule.

#### 2 Damage that is also covered by another policy arranged by or on behalf of the buyer.



## What is covered

### 7 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.

### 8 Eviction of Squatters Expenses

The legal costs and expenses incurred by **You** or on **Your** behalf to evict **Squatters** from any **Premises** or parts thereof

Provided that

- A) **You** agree with **Us** a representative to act for **You**
- B) **You** will need to satisfy **Us** that the chosen representative has the necessary expertise to deal with the legal proceedings
- C) such costs are incurred with **Our** consent
- D) **You** shall take all reasonable precautions to avoid any **Premises** or parts thereof becoming occupied by any party other than the party named on the **Tenancy Agreement**
- E) **You** must send to **Us** all bills for **Your** chosen representative's legal fees as soon as **You** receive them
- F) We must be able to contact **Your** chosen representative. If the representative wishes to consult a barrister or expert witness **We** must first be consulted for confirmation that such action is appropriate.

### 9 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.

### 10 General Interests

The interests of freeholders, lessees, underlessees, assignees 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.

## What is not covered

- 1 **Your Contribution** 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.
- 
- 1 Any legal costs and expenses exceeding £10,000 during any one **Period of Insurance**.

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

## What is covered

### 11 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.

### 12 Index Linking

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

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

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

### 13 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.

### 14 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.

### 15 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 assignee, freeholder, mortgagee or lessor

but this shall only protect **Your** interest and that of the assignee, freeholder, mortgagee, lessee, underlessee 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 Contribution** as shown in the **Schedule**.

- 1 **Your Contribution** as shown in the **Schedule**.

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any amount in excess of £25,000 in any one **Period of Insurance**.
- 3 Any loss for which remedial action has not been taken within 14 days of the discovery of the **Damage**.
- 4 Costs relating to **Residential Properties** which have been **Unoccupied** for over 45 consecutive days.
- 5 Costs relating to oil not used for domestic purposes.

## What is covered

### 16 Removal of Nests

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

### 17 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.

### 18 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.

### 19 Trace and Access and Repair or Replacement

**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**
- C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

### 20 Tree Felling and Lopping

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

### 21 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 Contribution** as shown in the **Schedule**.
  - 2 The cost of removal of any nests already in the **Buildings** before **Your** Insurance cover commences.
  - 3 Any amount in excess of £5,000 in any one **Period of Insurance**.
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 Any amount in excess of £5,000 any one loss.
- 1 Any **Property** that is insured on another policy.
  - 2 **Damage** by theft or attempted theft from any building that does not involve forcible entry into or exit from the building.
  - 3 Any amount in excess of £50,000 any one loss.
  - 4 **Damage** occurring outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
- 1 **Your Contribution** as shown in the **Schedule**.
  - 2 Any amount in excess of £50,000 any one **Event**.
  - 3 **Damage** occurring in **Residential Properties** which have been **Unoccupied** for over 45 consecutive days.
- 1 **Your Contribution** 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**.
- 1 **Your Contribution** 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

### 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 an interruption to the **Business** caused by

- A) the prevention of access to **Your Premises** or part thereof
- B) a reduction in the number of customers at **Your Premises**.

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** to property which caused the prevention of access or the reduction in the number of customers to **Your Premises** first occurred.

##### 2 Failure of Public Supply

**Loss of Rent** as a result of accidental failure of the public 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**.

##### 3 Specified Disease

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

The cover provided is extended to include closure of the **Premises** or part thereof on the order or advice of a public authority caused solely by

- A) the manifestation of any **Specified Disease** in a human or
- B) an outbreak of food or drink poisoning at the **Premises**.

Provided that:

- 1) The maximum **Indemnity Period** is limited to three months and shall apply from the date from which the closure order or advice of the public authority is complied with.
- 2) 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**.

#### What is not covered

- 1 Any amount in excess of £100,000 this being **Our** maximum **Limit of Liability** 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.

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**.

- 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 being **Our** maximum **Limit of Liability** in the aggregate during any 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.
- 4 This Extension shall not provide cover in respect of any closure of the **Premises** or part thereof on the order or advice of a public authority caused in whole or in part by a manifestation at the **Premises** of any disease that is or shall be designated or treated as a pandemic by the World Health Organisation or any Body undertaking substantially the same function. Once any disease has been so designated or treated then for the purposes of this **Policy** it will be deemed that the disease was so designated or treated at the commencement of the outbreak.

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**.

## What is covered

### 4 Managing Agents' Premises

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

### 5 Alterations and Additions to the Buildings

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

### 6 Automatic Cover for Newly Acquired Premises

**Loss of Rent** as a result of **Damage** to any newly acquired or newly constructed premises for which **You** are responsible provided that, as soon as reasonably practicable, **You** shall notify **Us** in writing of each **Building** acquired and arrange specific cover with **Us**.

### 7 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**.

### 8 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.

#### B) Rent

If no Sum Insured on **Rent** received from the **Residential Property** is included on the **Schedule** **We** will cover **Loss of Rent** in respect of such **Property** in accordance with 'How **We** settle claims for **Rent** of **Buildings** which suffer **Damage**' except for the provisions of paragraph 3 B).

The paragraphs headed 'The most **We** will pay' and 'Your sum insured – the penalty for underinsurance' shall not apply to the cover provided by this Extension.

## 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 **Loss of Rent** insured on another policy.
- 2 **Damage** occurring after a period of 30 days from the date **You** acquired **Your** interest in the **Buildings**.
- 3 Any amount in excess of
  - A) £250,000 any one claim for **Buildings** and **Rent** of any **Residential Properties** (excluding blocks of **Flats**)
  - or
  - B) £500,000 any one claim for **Buildings** and **Rent** in respect of any other premises.
- 4 **Damage** occurring outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

- 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 the **Limit of Liability** shown in the **Schedule** after the application of all other terms and conditions of this Insurance.
- 1 Any amount in excess of the **Limit of Liability** shown in the **Schedule** after the application of all other terms and conditions of this Insurance, inclusive of Extension 8 A) above.

## What is covered

### 9 Book Debt

THIS EXTENSION ONLY APPLIES IF BOOK DEBT IS SHOWN AS INCLUDED IN THE SCHEDULE

**Damage** by any insured **Event** at the **Premises** to **Property** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

### 10 Vermin or Pests and Defective Sanitation

Closure of the **Premises** or part thereof on the order or advice 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**.

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

### 11 Murder and Suicide

The cover provided is extended to include murder or suicide occurring at the **Premises**.

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

## What is not covered

- 1 Any amount in excess of the **Limit of Liability** in any **Period of Insurance** shown in the **Schedule**.

- 1 Any amount in excess of £100,000 being **Our** maximum **Limit of Liability** any one loss and in the aggregate during any one **Period of Insurance** for this extension.

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**.

- 1 Any amount in excess of £100,000 being **Our** maximum **Limit of Liability** any one loss and in the aggregate during any one **Period of Insurance** for this Extension.

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**.

## What is covered

## What is not covered

### THIS INSURANCE (INCLUDING ALL EXTENSIONS OF COVER) ALSO DOES NOT COVER

#### 1 Sonic Bangs

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

#### 2 War and Allied Risks

**Damage** caused by

- A) riot or civil commotion unless such **Event** is specifically insured and then only to the extent stated
- B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### 3 Radioactive Contamination

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to by or arising from

- 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 of it.

#### 4 Terrorism

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

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

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

In **Great Britain** and Northern Ireland Terrorism means

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

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

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

- A) influence any government or any international governmental organisation or
- B) put the public or any section of the public in fear.

## What is covered

## What is not covered

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

### 5 Electronic Risk

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

but in respect of B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent **Damage to Property** directly caused by any of the insured **Events** 1 to 7 unless otherwise excluded under this **Policy**, but in respect of **Event** 2 this shall not include subsequent **Damage to Property** by malicious persons unless involving physical force or violence.



## What is covered

## What is not covered

### 6 Illegal Activities

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

**You** must ensure that **You** or anyone acting on **Your** behalf

- A) Completes internal and external inspections of the Buildings at least every three months or as permitted under the tenancy agreement.
- B) obtains and records written formal identification of any prospective tenant.
- C) obtains and retains an employer's reference for any new tenant.
- D) obtains and records details of **Your** tenant's bank account and verify those details by receiving at least one payment from such account.
- E) advises **Your** tenant where sub-letting is allowed by the tenancy agreement, that they must follow the measures laid out in terms B), C) and D) above for all lettings that they arrange.

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

### 7 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 as expressly provided in the **Specified Disease** Extension under the **Additional Extensions of Cover applicable to Rent** 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 penalty for underinsurance

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

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

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

## Value Added Tax

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

- 1 A) **Your** liability for such tax arises solely from the rebuilding or restoration of the **Buildings** following **Damage**
- B) **We** have paid or agreed to pay for such **Damage**
- C) if the payment **We** make in respect of the rebuilding or restoration is less than the actual cost of rebuilding or restoration, **We** will only pay the same proportion of the Value Added Tax applicable

- 2 **Your** liability for such tax does not arise from the replacement **Buildings** having a greater floor area than or being in a better condition or more extensive than the destroyed or damaged **Buildings**
- 3 if the **Buildings** are rebuilt on another site following **Damage**, **We** will not pay more Value Added Tax than **We** would have done had the rebuilding been completed on its original site
- 4 **We** will not pay any amounts in relation to penalties imposed upon **You** for late or non-payment of Value Added Tax
- 5 any terms to the contrary elsewhere in this **Policy** are over-ridden as follows for those items to which this clause applies.

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

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

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

If 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 in respect of each item on **Landlord's Contents** the 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 £1,000.

### Your sum insured - the penalty for underinsurance

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

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

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

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

### The most We will pay

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

### Additional factors when settling Rent claims

#### Unoccupied Buildings

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

#### Buildings Awaiting Sale

If at the time of the **Damage** **You** have contracted to sell the **Buildings** or have accepted an offer in writing to purchase the **Buildings** subject to contract, and the sale is cancelled or delayed solely as a result of the **Damage**, provided that **You** make all reasonable efforts to complete the sale of the **Buildings** as soon as practicable after the **Damage**, **You** may opt for the amount payable by **Us** to be as follows

- 1 during the period prior to the date which but for the **Damage** the **Buildings** would have been sold  
**Loss of Rent**
- 2 during the period commencing with the date which but for the **Damage** the **Buildings** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier

Loss of Interest being

- A) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the **Business**
- B) the investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided under A)

less any amount in respect of **Rent**

3 Additional Expenditure being

- A) the additional costs incurred that are necessary to reduce the **Loss of Rent** or Loss of Interest under 1 or 2 above during the **Indemnity Period** but not exceeding
  - i) the amount of reduction avoided plus
  - ii) 5% of the **Rent** Sum Insured or £250,000 whichever is the less
- B) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay in consequence of the **Damage** but not exceeding either an amount equivalent to the expenditure incurred immediately prior to the **Damage** or £50,000 whichever is the less

except the amount **We** pay shall be adjusted to provide for any benefit derived by **You** from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by **You**.

### 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 an insurance covering **Your** interest in the **Building** or

Payment would have been made or liability admitted for the **Damage** but for the operation of a term in such insurance excluding liability for losses below a specified amount.

### Professional Accountants' and Legal Charges

**We** will pay the reasonable charges payable by **You** to

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

### Late Payment of Rent

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

### Payments on account

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

### Your sum insured – the penalty for underinsurance

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

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

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

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

### Book Debt – how We settle claims

If **Book Debt** is included and **Damage** by any **Event** covered under this Insurance occurs at the **Premises** to **Property** which prevents **You** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part due to **You**.

#### We will pay You

- 1 the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in connection with such balances.
- 2 the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

### Duplicate Records

It is a requirement of the insurance in respect of **Book Debt** that **You** shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the **Business** at the end of each month and in the event of **Damage** giving rise to a claim shall supply that record to **Us**.

**Failure to comply with this requirement may result in Us not paying Your claim.**

## Other considerations when settling any claims under this Insurance

### Designation

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

### Workmen

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

### Plans and Documents in Support of the Claim

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

### 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 his 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.

### Automatic Reinstatement After a Loss

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage** the applicable sum insured (or other restriction on the amount of **Our** liability under this Insurance) shall not be reduced by the amount of any loss provided that **You** shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of **Damage** by theft (if insured) such automatic reinstatement shall apply on the first occasion only in each **Period of Insurance** (Automatic Reinstatement will not be provided in respect of the cover for **Book Debt**).

# 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 cover in respect of all items insured by the Property Damage insurance are extended to include Terrorism Insurance as specified below.

This **Policy** includes **Damage** or loss resulting from **Damage to Property** and consequential loss resulting therefrom in so far and to the extent that it is insured by this **Policy** in the **Territory** stated below caused by or resulting from an **Act of Terrorism** provided always that Terrorism Insurance is:

- A) subject to the excluded causes detailed under 'what is not covered',
  - B) not subject to any other excluded causes stated 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,
  - 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 of Liability** applying to Terrorism Insurance shown against the **Territory** stated below after the application of all the provisions of the insurance including **Your Contribution**.

Territory		Limit of Liability
1	Great Britain	As otherwise specified in this <b>Policy</b>
2	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** 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 Installation or Nuclear Reactor**

Any loss whatsoever or any consequential loss resulting or arising from **Damage** to 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**.
- 4 Nuclear Risks and Chemical, Biological and Radiological Contamination** in respect of **Residential Property** insured in the name of a **Private Individual**:

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.



## Conditions

- 1 In any action, suit or other proceedings where **We** allege that 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**.
- 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.

## Special Provision

### ‘Cyber Terrorism’

This Special Provision applies only to **Property** situated within **Great Britain** only.

Exclusion 2A) and 2B) above shall not apply to any **Covered Loss** provided that such **Covered Loss**:

- i) results directly (or, solely as regards ii) 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
- ii) 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

- iii) 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 to those exclusions within the definition of **Property** in Definitions – Words with special meaning) exclude:

- A. any **Money** (as defined within this **Policy**), money, 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 ii) 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 i. 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 Manor
  - B) while temporarily outside these territoriesarising 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 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.

#### 2 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 within the European Union.

#### 3 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.



# 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

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 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

## Employers' Liability - how We settle claims

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

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

### The most We will pay

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

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

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

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

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

### Parties to the contract of insurance

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

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

## Section 2 Property Owners' Liability

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

### What is covered

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 imprisonment
 happening 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
  - 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 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 vehicle
 except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy
  - 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
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

#### 4 Pollution or Contamination

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

## What is covered

## What is not covered

### 5 Product Defects and Recall

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

### 6 Professional Risks

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

### 7 Contractual Liability

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

### 8 Fines or Penalties

Any legal liability for

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

### 9 Radioactive Contamination

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

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel
- or
- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

### 10 War and Allied Risks

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

## What is covered

## What is not covered

### 11 Fear of Asbestos

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

### 12 Asbestos Removal Costs

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

### 13 Illegal Activities

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

### 14 Contribution

**Your Contribution** as shown in the **Schedule** in respect of

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

## Extensions to Section 2

### THIS SECTION ALSO COVERS

#### What is covered

##### 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**.

##### 5 Data Protection Act 1998

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

Provided that:

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

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

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

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

## What is covered

### 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 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.

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

## What is not covered

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

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

## What is covered

### 9 Clean Up Costs

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

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

Provided that

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

## What is not covered

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

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



## Property Owners' Liability - how We settle claims

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

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

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

### The most We will pay

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

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

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

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

### Parties to the contract of insurance

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

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

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

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

## Section 3 Legal Defence Costs

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

### What is covered

#### Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

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

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

and

- ii) the health, safety and welfare of a director, partner or **Person Employed**.

#### Part B

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

We will pay

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

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

The proceedings must relate to

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

and

- ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**

- B a breach of Part II of the Consumer Protection Act 1987

- C a breach of Part II of the Food Safety Act 1990.

### What is not covered

#### 1 Fines or Penalties

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

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

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

#### 4 Asbestos

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

#### 1 Fines or Penalties

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

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

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

#### 4 Asbestos

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

## Legal Defence Costs - how We settle claims

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

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

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

### The most We will pay

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

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

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

### Parties to the contract of insurance

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

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

## Section 4 Legionellosis Liability

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

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

#### What is covered

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.

##### 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.

## What is covered

## What is not covered

### 8 Radioactive Contamination

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

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

or

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

### 9 War and Allied Risks

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

### 10 Illegal Activities

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

### 11 Contribution

**Your Contribution** as shown in the **Schedule** in respect of

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

## Extensions to Section 4

### THIS SECTION ALSO COVERS

#### What is covered

##### 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.

#### What is not covered

## Legionellosis Liability - how We settle claims

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

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

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

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

### The most We will pay

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

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

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

### Parties to the contract of insurance

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

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

# Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## Section 1 Employment

### What is covered

- 1 The defence of any **Legal Proceedings**, brought in an employment tribunal, arising from a dispute with an **Employee**, ex-**Employee** or prospective **Employee** relating to
    - A) the contract of employment with **You**
    - or
    - B) actual or alleged breaches of their statutory rights under employment legislation
  - 2 The pursuit of any **Legal Proceedings** to recover possession of premises which are owned by **You** but occupied by **Your Employee** or ex-**Employee**
- provided that
- i) **You** have sought and followed advice from **Our** Legal Advice service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an **Employee's** contract of employment or dismissing an **Employee** (whether or not by reason of redundancy)
  - ii) You agree to appoint **Our Administrator's** approved consultant as **Your Appointed Representative** in accordance with Requirement 4 A) i).

### What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
  - A) any benefit due under a contract of employment
  - B) any payment made in respect of redundancy
  - C) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970
  - D) any claim where **You** do not appoint the **Appointed Representative** in accordance with Requirement 4 A) i)
  - E) any dispute that arises within three months of the inception of the Insurance
  - F) a dispute within the first six months of the Insurance where a warning was given to an **Employee** six months prior to the inception of the Insurance
  - G) any compensatory award made against **You** relating to
    - i) trade union activities including membership or non-membership
    - ii) pregnancy, maternity or paternity rights
  - H) any award made because of **Your** failure to provide written reasons for dismissal
  - I) any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a dismissal
  - J) any awards to the extent that they relate to contractual rights accruing to the **Employee**, ex **Employee** or prospective **Employee** prior to the actual or alleged breach of the actual or alleged contract of employment
  - K) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.



## Section 2 Prosecution

### What is covered

The defence of any **Legal Proceedings** arising from

- 1 any actual or alleged act or omission by **You** relating to an appeal against the service of an improvement, prohibition or suspension notice under the
  - A) Health and Safety at Work etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978
  - B) Food Safety Act 1990
  - C) Consumer Protection Act 1987
- 2 civil action taken against **You** for
  - A) wrongful arrest in respect of an accusation of theft
  - B) any activities as a trustee of a pension fund set up for the benefit of **Your Employees**
- 3 **Your** prosecution in a **Court** of criminal jurisdiction.

The cover provided under this Section will apply to any other **Insured Person** in like manner to **You** at **Your** request.

### What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses**
  - A) arising from or relating to any **Legal Proceedings** involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
  - B) arising from or relating to any **Legal Proceedings** relating to any alleged deliberate or intentional act unless charges are dismissed or **You** are acquitted
  - C) incurred in a Magistrates' Court that are in excess of what would be allowed if a full Representation Order had been granted
  - D) incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order
  - E) in respect of a claim where it is alleged that **You** have breached the terms and conditions of a Representation Order
  - F) arising from or relating to a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.

## Section 3 Property

### What is covered

The pursuit or defence of **Legal Proceedings** relating to **Your** rights as the owner or occupier of **Property** physically occupied by **You**

provided that

- A **You** have suffered or could suffer a financial loss if **Legal Proceedings** are not pursued or defended
- B **You** agree to use alternative dispute resolution to attempt to settle any dispute if **Our Administrator** considers it to be appropriate
- C the **Property** has been disclosed to **Us** in writing.

### What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
  - A) any review of the **Rent** payable for leasehold **Property**
  - B) the recovery of **Rent** payable
  - C) freehold title, lease, tenancy or licence disputes
  - D) mining or other subsidence or heave
  - E) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
  - F) a contract entered into by **You**
  - G) any dispute
    - i) arising from the compulsory purchase, confiscation, nationalisation, requisition or **Damage** to any freehold or leasehold **Property**
    - ii) over restrictions or controls placed on any freehold or leasehold **Property**
    - iii) arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other worksby or on behalf of any government, public or local authority, except in so far as the claim relates to **Damage** arising from such activities.

## Section 4 Taxation

### What is covered

- 1 Entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998. This includes responding at a tribunal hearing.
- 2 Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with **Your** PAYE or National Insurance Contribution affairs.
- 3 An appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.

### What is not covered

- 1 Any amount in excess of £25,000 for **Any One Claim**.
- 2 **Legal Expenses** arising from or relating to
  - A) any tax avoidance scheme undertaken by **You**
  - B) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations
  - C) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance
  - D) any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising
  - E) Your actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown **We** shall be entitled to recover any claim settlement made in this respect
  - F) any issue of law, practice, or procedure not directly connected with the particular investigation, dispute or **Legal Proceedings** which are otherwise covered under this Insurance
  - G) any enquiry arising from an enquiry into earlier year's tax return(s) or a tax return already under enquiry
  - H) enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing
  - I) any criminal prosecution
  - J) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.

## Section 5 Data Protection

### What is covered

- 1 The defence of any **Legal Proceedings** brought against You for compensation under Section 13 of the Data Protection Act 1998 provided that **You** are already registered with the Data Protection Commissioner
- 2 An appeal by **You** against
  - A) the refusal of **Your** application for registration by the Data Protection Commissioner
  - B) the refusal of an application for alteration of registered particulars by the Data Protection Commissioner
  - C) an enforcement notice
  - D) a de-registration notice
  - E) a transfer prohibition notice

provided that **You** agree to appoint **Our Administrator's** approved consultant as **Your Appointed Representative** in accordance with Requirement 4 A) i).

### What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
  - A) any criminal prosecution
  - B) any legal action concerning the grant and/or execution of a warrant of entry
  - C) any claim where **You** do not appoint **Our Administrator's** approved consultant as the **Appointed Representative** in accordance with Requirement 4 A) i)
  - D) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.

## Section 6 Bodily Injury

### What is covered

The pursuit of compensation following an **Event** which causes death of or bodily injury to any **Insured Person** if requested by **You**.

This cover also extends to include members of the **Insured Person's** family who suffer bodily injury following an **Event** that also causes bodily injury to the **Insured Person**.

### What is not covered

- 1 Any amount in excess of the **Limit of Indemnity** for **Any One Claim** shown in the **Schedule**.
- 2 **Legal Expenses** arising from or relating to
  - A) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
  - B) the defence of any claim for bodily injury
  - C) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.

## Section 7 Contract

### What is covered

The pursuit or defence of **Legal Proceedings** arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services provided that

- 1 the amount in dispute exceeds £1,000
- 2 **You** entered into the contract or alleged contract during the **Period of Insurance**.

### What is not covered

- 1 Any amount in excess of £5,000 for **Any One Claim**.
- 2 **Legal Expenses** arising from or relating to
  - A) an undisputed debt owed to **You**
  - B) any licence or franchise agreements
  - C) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - D) the letting or tenancy of **Property**
  - E) any computer software or hardware that has been tailored by or on behalf of a supplier or **You**
  - F) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any **Property**
  - G) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.

## Section 8 Eviction Proceedings

### THIS SECTION ONLY APPLIES TO PREMISES SOLELY OCCUPIED AS RESIDENTIAL PROPERTY

#### What is covered

**Legal Expenses** to pursue eviction proceedings against a **Tenant** or **Guarantor** to recover possession of the **Residential Property** where the **Tenant** fails to perform their obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Premises**.

#### What is not covered

- 1 Any amount in excess of £25,000 in respect of an **Insured Incident**.
- 2 **Legal Expenses** arising from or relating to an **Insured Incident**
  - A) where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
  - B) arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement** or where there are insufficient prospects of success in the proceedings due to the terms of the **Tenancy Agreement** being unenforceable
  - C) arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
  - D) where the amount in dispute is less than £250 including VAT
  - E) falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
  - F) relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
  - G) where the **Premises** are not solely occupied as **Residential Property**
  - H) where the **Tenant** is not aged 18 years or over
  - I) where **You** have allowed the **Tenant** into possession of the **Premises** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, all necessary statutory pre-grant notices to the **Tenant** have been issued, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
  - J) where the initial **Tenancy Agreement** is for a fixed term in excess of 12 months
  - K) where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of this insurance have been complied with
  - L) if **You** or **Your Agent** gave any false or misleading information when **You** applied for the **Tenant Reference**
  - M) where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
  - N) where **You** are in breach of any rules, regulations or Acts of Parliament relating to the **Deposit**

## What is covered

## What is not covered

- O) in relation to dilapidations by the **Tenant** to the **Premises** or its contents where **You** have a policy of insurance that covers the dilapidations
  - P) relating to any occupant of the **Premises** over the age of 18 other than the **Tenant**
  - Q) where **Legal Expenses** have been incurred as a result of **Your** failure to follow the advice of **Our Administrator's** Legal Services Centre or arising from **Your** failure to take any action recommended by **Our Administrator** or their Legal Services Centre to recover possession of the **Premises** as promptly as possible.
- 3 **Legal Expenses** in respect of
- A) any **Insured Incident** that occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance
  - B) any act, omission or delay that prejudices **Your** or **Our** position in connection with the **Legal Proceedings** or prolongs the length of the claim
  - C) any claim arising from a dispute between **You** and **Your Agent** or mortgage lender
  - D) any **Insured Incident** that began to occur or had occurred before **You** purchased this Insurance
  - E) any claim where **You** should reasonably have realised when purchasing or renewing this Insurance that a claim under this Insurance might occur
  - F) any claim where **You** fail to give proper information to **Our Administrator** or to the **Appointed Representative**
  - G) any claim relating to or arising from works undertaken or to be undertaken by or under the order of any government or public or local authority
  - H) any claim relating to or arising from Planning law
  - I) any claim relating to or arising from the construction of or structural alteration to buildings
  - J) any claim relating to or arising from defamation or malicious falsehood
  - K) any claim relating to or arising from divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
  - L) any claim relating to or arising from a venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord
  - M) any dispute or disputes between persons insured under this **Policy**
  - N) any application for Judicial Review
  - O) any claim relating to or arising from a novel point of law
  - P) any claim which is not submitted to **Us** within 45 days of the **Insured Incident** occurring



## What is covered

## What is not covered

- Q) any avoidable correspondence or **Legal Expenses** which are recoverable from a court, tribunal or other party
- R) any damages, interest, fines or costs awarded in criminal courts
- S) **Legal Proceedings** for which **You** have cover or would be entitled to be covered under any other insurance policy
- T) **Legal Expenses** that have not been agreed in advance or are above those for which **Our Administrator** has given their prior written approval
- U) **Legal Expenses** that are in excess of the **Standard Legal Expenses**
- V) claims made by or against **Us, Our Administrator, the Agent or the Appointed Representative**
- W) any claims relating to appeals where **Our Administrator** has not given their prior written consent
- X) any **Legal Expenses** incurred prior to the issue of **Legal Proceedings** or, unless a conflict of interest arises, for the costs of any legal representative other than those of the **Appointed Representative**.

## Extensions to Cover

### THIS INSURANCE ALSO COVERS

#### What is covered

##### 1 Jury Service Allowance

The loss of income, salary or wages of any **Insured Person** in respect of that person's obligation to attend **Court** for jury service insofar as it is not recoverable from the relevant **Court**

provided that such attendance commences during the **Period of Insurance** and within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

**Limit of Indemnity** - £150 per person per day.

##### 2 Witness Attendance Allowance

The actual loss of earnings incurred when any **Insured Person** is absent from work attending **Court** as

A) a witness for **You** at the request of the **Appointed Representative**

or

B) a defendant

provided that a claim has been admitted under 'What is covered'.

**Limit of Indemnity** - £150 per person per day.

#### What is not covered

1 Any amount in excess of £10,000 in any one **Period of Insurance**.

### THIS INSURANCE ALSO DOES NOT COVER IN RESPECT OF SECTIONS 1 – 7

**Legal Expenses** in respect of

- 1 any matter to which **Our Administrator** has not given their written consent
- 2 the defence of any civil **Legal Proceedings** made or brought against **You** arising from any actual or alleged
  - A) death, bodily injury, disease or illness of any person
  - B) **Damage** to any **Property** including loss of use of such **Property**
  - C) breach of any professional duty
  - D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation
- 3 any non-contentious matters
- 4 any fees that are in excess of the **Standard Legal Expenses** where **You** have nominated **Your** own representative to act as the **Appointed Representative**
- 5 any **Legal Proceedings** brought or transferred outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man or **Legal Expenses** incurred outside such territories
- 6 any **Legal Proceedings** where a reasonable estimate of the likely irrecoverable element of any **Legal Expenses** to be paid would exceed a realistic financial valuation of **Your** claim

## What is covered

## What is not covered

- 7 any **Legal Proceedings** for which **You** are covered or entitled to be covered under any other insurance policy or any policy which **You** are required to hold by law
- 8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this **Policy** and which **You** knew (or ought reasonably to have known) was likely to give rise to **Legal Proceedings**
- 9 any **Legal Proceedings** arising from
  - A) **Your** intentional wrongdoing
  - B) an act or omission with reckless disregard as to its consequences
- 10 any dispute between **You** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at **Your** request
- 11 damages, fines or penalties of any nature incurred by **You** in **Legal Proceedings**
- 12 any VAT attaching to **Legal Expenses** incurred with **Our Administrator's** consent which is recoverable by **You**
- 13 the defence of any **Legal Proceedings** arising from or relating to **Your** actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended
- 14 the pursuit or defence of any action alleging defamation or malicious falsehood
- 15 the pursuit or defence of any **Legal Proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information
- 16 the pursuit or defence of **Legal Proceedings** between **You** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law
- 17 an application for judicial review
- 18 the defence of any **Legal Proceedings** arising from or relating to seepage, pollution or contamination of any kind
- 19 any **Legal Proceedings** arising directly or indirectly from
  - A) the transmission or impact of any **Virus**
  - B) **Failure of a System**

but this does not apply to any claim relating to compensation for bodily injury
- 20 any **Legal Proceedings** directly or indirectly caused by or contributed to or arising from
  - A) ionising radiations or contamination by radioactivity from an irradiated 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.

## Acts of Parliament and Regulations

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

## Legal Expenses Insurance - how We settle claims in respect of Sections 1- 7 of this Insurance

We will pay the amount of **Legal Expenses** arising from any **Legal Proceedings** covered by Sections 1 – 7 of this Insurance that

- A are notified to **Us** during the **Period of Insurance**
- and
- B arise from the conduct of **Your Business**
- and
- C are made by or brought against **You** or any other **Insured Person**, within the jurisdiction of a **Court** within **Great Britain**, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay **You** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the **Legal Expenses**. Such a decision will be entirely at **Our Administrator's** discretion and will be in full and final settlement of **Your** claim.

In circumstances where **Our Administrator** has chosen a representative to act on **Your** behalf as detailed in Requirement 4 A) **We** will pay **Legal Expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where **You** have chosen **Your own Appointed Representative**

- i) any **Legal Expenses** incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings** and the claim is covered under all other terms and conditions of this Insurance
- ii) **We** will not pay more than **Standard Legal Expenses**.

## Legal Expenses Insurance - how We settle claims in respect of Section 8 (Eviction Proceedings) of this Insurance

We will pay the amount of **Legal Expenses** covered by Section 8 of this Insurance where

- A the **Insured Incident** takes place in the **Period of Insurance** and within **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands
- and
- B The **Legal Proceedings** take place in **Great Britain**, Northern Ireland, the Isle of Man or the Channel Islands.

In the event of a valid claim **Our Administrator's** panel Solicitors or their agents will handle **Your** case. **You** are not covered for any other legal representative's fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to **Us** within 45 days of the **Insured Incident**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form together with all requested supporting documentation. **Failure to notify the claim within this time will invalidate the insurance and result in the claim not being paid.**

## Requirements which You must comply with to benefit from cover under Sections 1 – 7 of this Insurance

### 1 Notification of Claims

It is a requirement of this Insurance that **You** must notify **Us** in writing immediately **You** are aware of any actual or alleged act, omission or dispute which has given or may give rise to any **Legal Proceedings** involving **You**. **We** will pass notification to **Our Administrator** who will then administer claims settlement.

Where such notification has been given **We** agree to treat any subsequent **Legal Proceedings** in respect of the circumstances notified as though the **Legal Proceedings** had been made or brought during the **Period of Insurance**.

**If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.**

### SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal **You** must immediately forward it to **Our Administrator** with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 28 days statutory time limit this must be done immediately.

**Failure to comply with this Special Procedure may result in Us not paying Your claim.**

### 2 Consent

**Our Administrator's** consent to pay **Legal Expenses** must be obtained in writing. **Legal Expenses** incurred before such consent is given will not be covered.

Consent will be given if **You** can satisfy **Our Administrator** that

- A) there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings**
- and
- B) it is reasonable in all the specific circumstances of the case for **Legal Expenses** to be provided.

The decision to grant consent will take into account the advice of **Your Appointed Representative** as well as that of **Our Administrator's** own advisers. **Our Administrator** may require, at **Your** expense, an opinion of Counsel on the merits of the **Legal Proceedings**. If the claim is subsequently admitted **Your** costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of **Legal Proceedings** **You** no longer satisfy requirements 2 A) and B) above **We** may discontinue cover in respect of this claim.

If **You** decide to commence or continue **Legal Proceedings** for which **Our Administrator** has denied support under 2 A) above and **You** are successful, **We** will pay **Legal Expenses** as if **Our Administrator** had given their consent in the first instance.

### 3 Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that **You** must take all reasonable measures to minimise the risk or likelihood of claims and the cost of **Legal Proceedings**. This includes, but is not limited to, **You** and **Your** agent or **Appointed Representative** complying with any pre-action protocol, costs protocol or other protocol that applies to any **Legal Proceedings** which form the basis of a claim under this Insurance.

**Failure to comply with this requirement may result in Us not paying Your claim.**

### 4 Conduct of Legal Proceedings

#### A) Nomination of the Appointed Representative

- i) In respect of any claim where **We** may be liable to pay an award of compensation under Section 1 or Section 5 **Our Administrator** has the right to choose the **Appointed Representative**.

- ii) In respect of all other claims covered by this Insurance

At the point where **Court** papers need to be issued or have been received or where there is a conflict of interest **You** are free to choose a suitably qualified **Appointed Representative**.

Where **You** have selected an **Appointed Representative** of **Your** own choice **We** will only pay **Standard Legal Expenses**. Any amount in excess of **Standard Legal Expenses** will be **Your** own responsibility.

In selecting the **Appointed Representative** **You** have a duty to minimise the cost of **Legal Proceedings**.

If **Your** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case **We** will not pay for this work to be done.

If there is any disagreement as to whether **Legal Proceedings** are necessary **You** can take the matter to an independent arbitrator as detailed in Requirement 4 J).

- iii) In the period before **Our Administrator** agrees that **Legal Proceedings** are necessary **Our Administrator** reserves the right to seek to obtain a settlement on **Your** behalf. The settlement will be subject to **Your** agreement which **You** will not unreasonably refuse.

Any representative is appointed in **Your** name to act for **You**.

#### B) All information to be given to the Appointed Representative

The **Appointed Representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. **You** owe the same obligations to **Our Administrator** as to the **Appointed Representative**.

#### C) Access to the Appointed Representative

**Our Administrator** is entitled to obtain from **Your Appointed Representative** any information, document or advice relating to a claim under this Insurance whether or not privileged. On request **You** will give any instructions necessary to ensure such access.

#### D) Instruction of counsel or appointment of expert witnesses

If the **Appointed Representative** wishes to instruct counsel or appoint expert witnesses **Our Administrator** will not unreasonably withhold their consent. The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

#### E) Claims below the small claims track limit

Where a claim for **Legal Expenses** is unlikely to exceed the small claims track limit **Our Administrator** may carry out their own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

#### F) Offer of settlement

**You** must inform **Our Administrator** in writing as soon as an offer to settle **Legal Proceedings** is received or a payment into **Court** is made. **You** will not unreasonably withhold consent to the **Appointed Representative** making an offer to settle the **Legal Proceedings**.

**You** must not enter or offer to enter into any agreement to settle without **Our Administrator's** prior written consent. Any such agreement must take into account **Our** interest in the recovery of costs.

If **You** unreasonably withhold agreement to a settlement **Our Administrator** reserves the right to withdraw **Our** support.

#### G) Withdrawal by You

Where **We** have provided cover for **Legal Expenses** and **You** withdraw from the **Legal Proceedings** without **Our Administrator's** agreement **We** shall be entitled to reimbursement for all **Legal Expenses** paid.

#### H) Payment of legal expenses

All bills relating to any **Legal Proceedings** which **You** receive from the **Appointed Representative** should be forwarded to **Our Administrator** without undue delay.

Bills must be certified by **You** to the effect that the charges have been properly incurred and that **Our Administrator** is authorised to settle on **Your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested **You** must ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **Court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If **You** are in doubt **Our Administrator** should be consulted.

**You** must not, without **Our Administrator's** written consent, enter into any agreement with the **Appointed Representative** as to the payment of **Legal Expenses**.

#### I) Recovery of costs and expenses

**You**, through the **Appointed Representative**, will be responsible for the repayment to **Us** of any

- i) awards of costs in favour of **You**
- or
- ii) costs agreed to be paid to **You** as part of any settlement.

When the total amount of **Legal Expenses** incurred is within the **Limit of Indemnity** **You** and **We** will share any **Legal Expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the **Limit of Indemnity** **You** and **We** will have priority over any other parties with an interest in any costs recovery. **You** and **We** shall share such recovery according to the proportion paid, subject to **Our** right of recovery being restricted to the **Limit of Indemnity**.

#### J) Arbitration

Any dispute between **You** and **Us** in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the 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 Insurance.

## 5 Appeal Procedure

**Our Administrator's** consent must be obtained if **You** wish to appeal against the judgment of a **Court**. A written application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal. **Our Administrator** will inform **You** of their decision.

**You** must co operate in an appeal against the judgment of a **Court** at **Our Administrator's** request.

## 6 Record Keeping

It is a requirement of this Insurance that **You** must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Failure to comply with this requirement may result in **Us** not paying **Your** claim.

## Requirements which **You** must comply with to benefit from cover under Section 8 (Eviction Proceedings) of this Insurance

### 1 Rent Arrears

- A) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant** and **Guarantor** cannot be contacted and it is lawful to do so **You** or **Your Agent** must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Premises**. **You** should seek advice from **Our Administrator's** Legal Services Centre if **You** are unsure that such an inspection is lawful.
- B) **You** and **Your Agent** must act promptly to gain vacant possession of the **Premises** and recover **Rent** arrears.
- C) In the event of a claim **You** or **Your Agent** must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Premises**.

### 2 Notification of Claims

It is a requirement of this Insurance that **You** must report claims as soon as reasonably possible within 45 days of the **Insured Incident** by completing and submitting the claim form with all relevant information.

**You** must supply at **Your** own expense all of the information which **Our Administrator** reasonably requires to decide whether a claim may be accepted.

### 3 Nomination of the Appointed Representative

- A) If court proceedings are required **You** are free to choose a suitably qualified **Appointed Representative**.

Where **You** have selected an **Appointed Representative** of **Your** own choice **We** will only pay **Standard Legal Expenses**. Any amount in excess of **Standard Legal Expenses** will be **Your** own responsibility.

In selecting the **Appointed Representative** **You** have a duty to minimise the cost of **Legal Proceedings**.

If **Your** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case **We** will not pay for this work to be done. **We** will not pay **Your** choice of representative more than **Standard Legal Expenses**.

Any representative is appointed in **Your** name to act for **You**.

- B) In the period before **Our Administrator** agrees that **Legal Proceedings** are necessary **Our Administrator** reserves the right to seek to obtain a settlement on **Your** behalf. The settlement will be subject to **Your** agreement which **You** will not unreasonably refuse.
- C) The **Appointed Representative** will
  - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained

- ii) keep **Our Administrator** fully advised of all developments and provide such information as they may require
  - iii) keep **Our Administrator** regularly advised of **Legal Expenses** incurred
  - iv) advise **Our Administrator** of any offers to settle and payments in to court. If contrary to the advice of **Our Administrator's** Legal Services Centre such offers or payments are not accepted there shall be no further cover for **Legal Expenses** unless **Our Administrator** agrees in their absolute discretion to allow the case to proceed
  - v) submit bills for assessment or certification by the appropriate body if requested by **Our Administrator**
  - vi) attempt recovery of costs from third parties.
- D) **We** shall only be liable for costs for work expressly authorised by **Our Administrator** in writing and undertaken while there are reasonable prospects of success.

#### 4 Information

**You** shall supply all information requested by the **Appointed Representative** and **Our Administrator**.

#### 5 Court Hearings

**You** must attend any court hearing in relation to an **Insured Incident** if requested to do so by **Our Administrator** or the **Appointed Representative**. Failure to attend will result in all cover under this Insurance being withdrawn with immediate effect and no further claim payments being made.

#### 6 Withdrawal by You

**You** are liable for any **Legal Expenses** if **You** withdraw from the **Legal Proceedings** without **Our Administrator's** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

#### 7 Recovery of Costs and Expenses

Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Our Administrator** to pay for any **Legal Expenses** or **Rent** that has been paid by **Us** under this Insurance.

**Our Administrator** has the right under subrogation to pursue **Legal Proceedings** against the **Tenant** or any **Guarantor** to recover **Legal Expenses** on **Our** behalf.

#### 8 Arbitration

Any dispute between **You** and **Us** shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

#### 9 Reasonable Prospects

On a continual basis **You** need to satisfy **Our Administrator** that **You** have a reasonable prospect of success in the action **You** are proposing to take or are taking. If you cannot satisfy **Our Administrator** **We** may decline support or any further support. In forming this view **We** may take into account

- A) the amount of money at stake
- B) the fact that a reasonable person without legal costs insurance would not wish to pursue the matter
- C) the prospects of winning the case
- D) the prospects of being able to enforce a judgment
- E) the fact that **Your** interests could be better achieved in another way.



# Claims Conditions

The following conditions apply except where otherwise detailed under “Requirements which You must comply with” in respect of Legal Expenses Insurance.

## 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 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the Event, **Damage**, **accident** or Injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) take all reasonable action to minimise or eliminate any interruption of or interference with the **Business**
- D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- E) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- F) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- G) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- H) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter.

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

## 2 Our Control Of Claims

**We** will be entitled

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

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

**We** will not enforce rights against

- i) a tenant in respect of **Damage** to the part of the **Buildings** occupied by that tenant or to common parts of the **Buildings** unless **Damage** arises out of a criminal, fraudulent or malicious act
- ii) any Company being Parent of or Subsidiary to **You** or any Company which is a Subsidiary of a Parent Company of which **You** are **Yourselves** 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 or Legal Expenses Insurance)

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

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

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

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

## 5 Adjudication

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



# Policy Conditions

## 1 Alteration of Risk

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

- A) the **Business**
- B) the **Premises**
- C) **Property** within the **Premises** or
- D) the occupation of the **Premises** by **You** or **Your Employees** during the **Period of Insurance** of this **Policy**.

## 2 Change of Status

This **Policy** shall be automatically terminated if and when

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

## 3 Security and Inspection of Unoccupied Buildings

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

- any **Residential Property** which has been **Unoccupied** for over 45 consecutive days
  - **Unoccupied Blocks of Flats**
  - any other **Building** or part of a **Building** which becomes **Unoccupied**
- A) gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are kept shut off at the switch or stopcock where they enter the **Buildings** (or, in the case of individual **Flats** or portions of a **Building**, where they enter the **Flat** or **Unoccupied** part of the **Building**)
  - B) all water and heating systems are completely drained
  - C) the **Buildings** are kept secured by
    - i) the use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters, except in respect of **Unoccupied Flats** where alternative door locks conforming to BS3621 may be used to secure individual residences
    - ii) the use of window locks – where locks are not fitted windows must be screwed shut
    - iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry
    - iv) sealing all letterboxes or fitting a stout steel cage internally

- D) the **Buildings** and external areas immediately surrounding the **Buildings** are kept free of all unfixed combustible materials, including removal of junk mail and newspapers
- E) any additional requirements put forward by **Us** are completed within the timescale specified
- F) the **Buildings** are inspected internally and externally by **You** or **Your** representative at least weekly to check that the above requirements are in place.

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

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

## 4 Cancellation of Your Fixed Sum Loan Agreement

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

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

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

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

## 6 Law Applicable

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

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

## 7 Observance of Terms

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

## 8 Our Liability

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

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

## 9 Reasonable Precautions

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

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

## 10 Economic, 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**.

If any such **Prohibition** 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 **You** or **Us** at the last known address.

If the whole or any part of the **Policy** is cancelled **We** shall if and to the extent that it does not breach any **Prohibition** 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**.

For the purposes of this condition **Prohibition** shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.

## 11 Asbestos

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

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

## Definitions - Words with special meanings

### 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 Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### Administrator

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

### Advertising Injury

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

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

### Agent

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

### Any One Claim

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

### Appointed Representative

A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for **You** in accordance with the terms and conditions of Legal Expenses Insurance.

### 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 A) occupation of **Residential Property** by **You** but no more than 50% in respect of the **Residents** of any one **Residential Property**  
B) occupation of non **Residential Property** other than for the purpose of operating any trade or business therefrom
- 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 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.

## Contribution

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

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

## Costs of 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**.

## Court

A Court or other competent authority.

## Covered Loss (Terrorism Insurance)

All losses arising under this **Policy** as a result of **Damage** to or the destruction of **Property** in the **Territory**, the proximate cause of which is an **Act of Terrorism**.

## Damage

Accidental loss, destruction or damage.

## Data

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

## Declared Value

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**.

## Deposit

The sum of money collected from the **Tenant** in accordance with Section 213 of the Housing Act 2004 (and any amending legislation) in respect of a **Tenancy Agreement** to which it applies and held by **You** or **Your Agent** as an indemnity for losses incurred by **You** arising from the **Tenant** failing to perform their obligations set out in the **Tenancy Agreement**. A minimum amount equal to one months' **Rent** must be retained as the **Deposit**.

## Dilapidations Inventory

A full and detailed inventory of **Your** contents and their condition within the **Residential Property** which has been signed by the **Tenant**.

## Employee(s)

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

## Event(s)

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

## Failure of a System

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

## Fees

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

## Flat(s)

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

## Great Britain

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

## Ground Heave

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

## Guarantor

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

## 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 Incident

The incident or the first of a series of incidents which may lead to a claim under Section 8 of Legal Expenses Insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

## 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 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.

## Legal Expenses

In respect of Sections 1 – 7 of Legal Expenses Insurance:

### 1 Fees

Any fees and disbursements reasonably and properly incurred by the **Appointed Representative** or by **Our Administrator** in connection with any **Legal Proceedings**.

Where **You** have chosen **Your own Appointed Representative We** will not pay more than **Standard Legal Expenses**.

### 2 Costs

Any costs payable by **You** following

A) an award of costs by any **Court**

or

B) an out-of-court settlement made in connection with any **Legal Proceedings**. **You** must have obtained **Our Administrator's** agreement to any such settlement in accordance with Requirement 4 F).

### 3 Basic and Compensatory Awards (in respect of Section 1 of Legal Expenses Insurance)

A) A basic or compensatory award of compensation which **You** must pay as a result of judgment in a dispute under employment legislation

or

B) an out-of-court settlement of a claim under 3 A) above to which **Our Administrator** has given their prior written consent.

### 4 Data Protection Awards (in respect of Section 5 of Legal Expenses Insurance)

A) An award of compensation made against **You** under Section 13 of the Data Protection Act 1998

or

B) an out-of-court settlement of a claim under 4 A) above to which **Our Administrator** has given their prior written consent.

### In respect of Section 8 (Eviction Proceedings) of Legal Expenses Insurance:

Legal fees, costs, disbursements and related taxes reasonably and properly incurred by the **Appointed Representative** or **Our Administrator** in **Legal Proceedings** arising from an **Insured Incident**.

Legal Proceedings

In respect of Sections 1 – 7 of Legal Expenses Insurance

- The pursuit or defence of legal or taxation disputes.

In respect of Section 8 (Eviction Proceedings) of Legal Expenses Insurance

- The pursuit of civil legal cases for damages or injunctions.

Legionellosis

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

Limit of Indemnity

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

Limit of Liability

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

Loss of Rent

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

Microchip

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

Notice of Adjudication

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

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.

Outstanding Debit Balances

The total recorded under **Duplicate Records** (as detailed in 'Additional factors when settling Rent claims') adjusted for

- 1 bad debts
- 2 amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to the credit accounts of the **Business** in the period between the date to which the last monthly record relates and the date of the **Damage**

and

- 3 any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **Damage** had the **Damage** not occurred.


Note

- 1 Value Added Tax is excluded to the extent that **You** are accountable to the tax authorities.
- 2 Any adjustment implemented in current cost accounting is disregarded.

Period of Insurance

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

Person Employed

- |  |   |  |
|--|---|--|
| <ol style="list-style-type: none"><li>1 <b>Employee</b></li><li>2 labour master and individuals supplied by him</li><li>3 individual employed by labour only sub-contractors</li><li>4 self-employed individual (not being in partnership with <b>You</b>)</li><li>5 individual hired to or borrowed by <b>You</b></li><li>6 individual undertaking study or work experience while under <b>Your</b> supervision</li><li>7 voluntary worker helper or instructor</li><li>8 prospective employees being assessed by <b>You</b> as to their suitability for employment</li><li>9 person working under the Community Offender Act 1978 or similar legislation</li></ol> |  | while under <b>Your</b> 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.

## Phishing

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

## 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)

Any person other than

- 1 a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- 2 a person who owns **Residential Property** for the purpose of their business as a sole trader.

This definition only applies to **Property** held in trust or as part of a sole trader's business and not their private residence(s).

The Definition of **Private Individual** includes 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 (Terrorism Insurance only)

Property Insured (as defined within the Property Damage Insurance section of 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

Material Property but shall not include **Data**.

## Property Insured

<b>Buildings</b>	}	at the <b>Premises</b> including within the open yards forming part of the <b>Premises</b> (subject to any specific exclusions)
<b>General Contents</b>		
<b>Landlord's Contents</b>		

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

**Property** which is more specifically insured

- 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 (not applicable to Section 8 of Legal Expenses Insurance)

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

## Rent (applicable to Section 8 of Legal Expenses Insurance)

The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.

## 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 only)

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.

## Specified Disease

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.

## Squatters

Any person(s) in unlawful occupation of the **Premises**.

## 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.

## Standard Legal Expenses

The usual fees that would be incurred by **Us** in nominating **Our Administrator's** choice of **Appointed Representative**.

## Subsidence

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

## Sudden Pollution or Contamination Incident

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

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

## System

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

## Tenancy Agreement

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

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

or

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

or

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

and which is

- A) appropriate for the tenancy
- B) signed and independently witnessed by **You**, the **Tenant(s)** and, if required as a condition of the **Tenant Reference**, the **Guarantor**
- C) free from any unreasonably restrictive covenants.

The initial **Tenancy Agreement** must be for a fixed term of no more than 12 months.

## Tenant

The occupier of the **Residential Property** named in the **Tenancy Agreement** as the Tenant who has received a **Tenant Reference**.

## Tenant Reference

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments together with

- 1 copies of two forms of identification one of which must contain a photograph
- 2 a written employers reference on company letter headed paper confirming the **Tenant's** permanent and current employment and that their salary is at least a multiple of 2.5 of the **Tenant's Rent**.

If all of the above are not available, or in the case of student and DSS **Tenants**, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from an approved Tenant Referencing Company.



## Unoccupied

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

## Virus (not applicable to Terrorism Insurance)

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

## Virus or Similar Mechanism (Terrorism Insurance only)

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.

## 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. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

#### Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

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

#### Step 2

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

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

**Email:** crt.halifax@uk.rsagroup.com

### Our promise to You

We will:

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

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

### If You are still not happy

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

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

**Telephone:** 0800 0234567 (free from standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

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

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

### Thank you for Your feedback

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

## How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

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

### Who are we?

We are Royal & Sun Alliance Insurance Ltd (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

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

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

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

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

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

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

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

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

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

### Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

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

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

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;

- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

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

## Which decisions made about you will be automated?

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

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

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

## For how long will we keep your information?

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

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

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

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

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

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

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

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

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

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made

Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

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

## Our Privacy Notice

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

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

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

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

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

## How you can lodge a complaint?

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

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

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

