



BROKER EXPRESS

Part of the Eaton Gate group

Residential Property Owners Policy

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Residential Property Owners Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through **Us**.

The Agreement

Your Policy is evidence of a legally binding contract of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

This is **Your Policy** for Residential Property Owners insurance which is made up of several documents, which form the contract between **You** and the **Insurer** shown in **Your Schedule**. These documents are:

- ❖ the **Statement of Facts**.
- ❖ the **Policy Wording**.
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**.
- ❖ specification of Items/**Property** insured.
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the general terms and conditions and general exclusions. If there is anything You do not understand or You need to change please contact Us immediately

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each section of this **Policy**, the **Schedule**, any **Endorsements** and the definitions, general terms and conditions and general exclusions shall be read as one document.

The **Policy** will provide insurance as described herein for the **Period of Insurance** provided the premium(s) and other charges are paid to and accepted by the **Insurer** on or before the payment date shown in the **Schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The name of **Your Insurer** can be found on the **Statement of Facts**, **Schedule** and certificate of employers liability insurance (where issued).

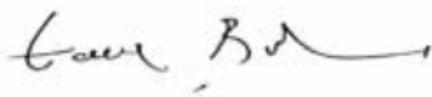
Governing Law and Language

You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise, this **Policy** (including any contractual and non-contractual obligations arising out of or in connection with it) shall be subject to English Law. Save in respect of the arbitration language set out in this **Policy**, the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

Unless otherwise agreed the contractual terms and conditions and other information relating to this **Policy** will be in English..

For and on behalf of the **Insurers**



Gary Burke. Executive Chairman, Eaton Gate MGU Ltd

Customer complaints

We sincerely hope that **You** will be very happy with **Your Policy**, but **We** do recognise that on rare occasions mistakes can happen and things can go wrong. If **Your** complaint is about advice **You** may have received or the way **Your Policy** was sold to **You** please contact the insurance broker or intermediary firm who arranged **Your Policy**.

If **You** have a complaint about a claim under **Your Policy**, please contact the claims handling agent of **Your Insurer** directly. Their contact details can be found on the **Schedule** on the same numbers used by **You** to report a claim to **Your Insurer**.

Should **You** not be satisfied with the terms of cover provided under **Your Policy** or the service **You** have received please let **Us** know about it as soon as possible so that **We** can put things right and make sure it does not happen again. **You** can contact **Us** using the details set out in the **Schedule**.

If **You** fail to reach **Your Insurer** or its claims handling agent, please contact the Eaton Gate customer services team directly:

- Telephone: 0333 234 1741
- By e-mail: complaints@egmgu.co.uk
- In writing to: Customer Service Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

Details of any internal complaint-handling procedures are available on request.

We try to resolve all complaints internally. However, if **You** remain unhappy with **Our** response to **Your** complaint, or if **We** have not resolved it eight weeks after **You** first told **Us** about it, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

If **You** want the FOS to consider **Your** complaint, **You** must refer it to them within six months of the date of **Our** final response to **You**.

You can contact FOS at:

- Website: www.financial-ombudsman.org.uk
- Telephone: **08000 234 567** (Free for people phoning from a "fixed line" (for example, a landline at home).
0300 123 9 123 (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).
- Email: complaint.info@financial-ombudsman.org.uk
- Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

If **You** were sold this product online or by other electronic means and within the **European Union (EU)**, **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

If **You** are unsure whether FOS will consider **Your** complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

Please check **Your Schedule** for any other service provided by **Us** to escalate and/or resolve **Your** complaint.

Important Telephone Numbers

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

CALLS MAY BE MONITORED AND RECORDED, AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES.

CLAIMS LINE

[SEE SCHEDULE FOR DETAILS](#)

Please see Making a Claim in the Claims Condition Section of this **Policy**.

ADVICE AND COUNSELING HELPLINES

[SEE SCHEDULE FOR DETAILS](#)

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LANDLORD'S LEGAL SERVICES WEBSITES DETAILS

[SEE SCHEDULE FOR
DETAILS](#)

Your Policy may provide free access to **Our** legal services website to allow **You** to create many online documents and guides which can help **You** with everything from Section 8 and 21 official notices to letters demanding unpaid rent. Some complex documents that need to be checked by a solicitor may incur a small additional charge.

About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited is registered in England (No. 9825821) at 20 St. Dunstan's Hill, London, EC3R 8HL.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Important Information

Data Protection

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** act as **Data Controllers** and **Data Processors** in relation to **Personal Data** that **You** may supply in connection with **Your Policy**. This means that **We** and **Our** agents decide how **Your Personal Data** is processed and for what purposes, as well as process **Your** personal data.

For further details on how **Your Personal Data** is used by **Us** and how **We** are **Processing Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our** Privacy Policies or Statements.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf who are **Processing Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Special Category Data** **We** will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate business need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** **Processing Your Personal Data**;
- where **We** are **Processing Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Should **You** wish to exercise any rights regarding **Your Personal Data** or contact **Us**, please write to:

Email: DPO@egmgu.co.uk
Post: The Data Protection Officer, 20 St Dunstan's Hill, London, EC3R 8HL

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

We and **Our** agents are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS:

Website: www.fscs.org.uk
Telephone: 0800 678 1100 or 020 7741 4100
Email: enquiries@fscs.org.uk
Post: The Compensation Scheme, 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU

If **You** telephone the FSCS then please have any relevant correspondence to hand.

Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office ("ELTO") and added to an electronic database, (the "ELTO Database"). This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The ELTO Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"); to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies. The ELTO Database will be managed by ELTO. The ELTO Database and the **Data** stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Rights of Third Parties

A person or company who was not 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.

This does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

Document management

We or **Our** agents or any other service providers appointed by **Us** may hold documents relating to this **Policy** and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Notification of changes which may affect Your insurance – keeping Us updated

You should keep a complete record of all information **You** supplied to the insurance broker or intermediary firm that arranged **Your Policy** with **Us**, and **Us** when taking out this **Policy**.

So that **You** understand what **You** are covered for, please read this **Policy Wording** and the **Schedule** (which may make reference to clauses) very carefully. **You** should pay special attention to the General Exclusions, Special Conditions and General Terms and Conditions of this **Policy Wording**.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the insurance broker or intermediary firm that arranged **Your Policy** with **Us** immediately.

Duties of Fair Presentation of a Risk under The Insurance Act 2015 before inception of this Policy

You have a duty to make a fair presentation of the risk which is covered by this **Policy** in accordance with the Insurance Act 2015. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any **Statement of Fact** is accurate and complete.

This duty applies prior to the start of the **Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of the **Policy**. If **You** do not comply with this condition then **Your** insurance may not cover **You** fully or at all. Specifically:

- a) if the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premium; or
- b) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation then **We** can elect to make the **Policy** void and return **Your** premium; or
- c) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula **We** will divide the premium actually charged by the premium **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii. treat the **Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- d) Where **We** elect to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

If You do not comply with Your duty to make a fair presentation of the risk, the failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, reduction of a claim, refusal of a claim or Your Policy being cancelled, and may affect Your ability to gain insurance from other insurers.

We have used the information supplied by **You** to determine the terms on which **We** are prepared to provide the insurance and the premium **We** require. It is therefore extremely important that **You** check the **Statement of Facts**, the other documents comprising **Your Policy** and any other information provided to **Us** most carefully to ensure that **You** have taken care to honestly provide this information and, that to the best of **Your** knowledge and belief, it is accurate, and **You** have made a fair presentation of the risk. If **You** don't, then as described above **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim may be rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance broker.

Duties to provide further information after inception of this Policy

You must also tell **Us** immediately about any facts or changes which affect **Your** insurance, and which have occurred either since the **Policy** started or since the last renewal date.

Should any of the information **You** have provided and which is recorded on the **Statement of Facts** change during the **Period of Insurance**, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

You are also required to update **Us** with any changes to the information set out in the **Statement of Facts** which **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes, **We** may adjust the premium and the terms of this **Policy**. The changes **You** are required to notify **Us** of include but are not limited to the following:

- any change or addition to the contents of the **Property** that results in the need to increase the amounts insured or the limits that are shown on **Your Policy Schedule**;
- any changes to the **Business** description or activities undertaken;
- any change of address;
- if the **Business** ceases to trade.

This is not a full list and if **You** are in any doubt **You** should advise **Us** for **Your** own protection.

If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all. Specifically,

- a) if the failure to tell **Us** about changes is deliberate or reckless **We** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premium; or
- b) if the failure to tell **Us** about changes is not deliberate or reckless and **We** would not have continued to provide cover had **You** told **Us** about the changes then **We** can elect to make the **Policy** void and return **Your** premium; or
- c) if the failure to tell **Us** about changes is not deliberate or reckless and **We** would have issued cover on different terms had **You** told **Us** about the changes then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula **We** will divide the premium actually charged by the premium **We** would have charged had **You** told **Us** about the changes and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii. treat the **Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** told **Us** about the changes.
- d) Where **We** elect to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

If You do not tell Us about these changes or inaccuracies, this may result in refusal of a claim or Your Policy being cancelled, and may affect Your ability to gain insurance from other insurers.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance broker or intermediary firm. If **You** do not tell **Us** about relevant changes, then as set out above **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker or intermediary firm, before and after inception of the **Policy**.

Fraudulent claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy** and **We** may recover from **You** any sums paid by **Us** to **You** in respect of the claim. **We** may also cancel the **Policy** and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

We may also tell the police about the circumstances of any fraud.

It is important that You check Your records for the information You have provided and notify Us immediately of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, reduction of a claim, refusal of a claim or Your Policy being cancelled.

Cancellation

Cancellation by You

To effect cancellation of **Your Policy**, **You** should contact the firm that arranged **Your** insurance with **Us**.

Cancellation by You during the cooling-off Period

This insurance provides **You** with a cooling-off **Period** to decide whether **You** wish to continue with this insurance. The cooling-off **Period** is for 14 days from the date **You** receive **Your Policy** documentation.

If a **Period** of less than 14 days has elapsed since **You** received **Your Policy** documentation, and **You** have not made a claim, **You** have the right to cancel the **Policy** and receive a refund of the premium **You** have paid:

- if at the date of cancellation **Your Policy** has not yet commenced, **You** will receive a full refund of the premium **You** have paid from **us**; or
- if **Your Policy** has already commenced, **You** will receive a refund of premium from **us**, equivalent to the unexpired **Period** of **Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

Cancellation by You – after the cooling-off Period

If **You** have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**, **You** will receive a refund of premium from **us** equivalent to the unexpired **Period of Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

If **You** are paying the annual premium by monthly instalments, no further premiums will be collected from **You** once the firm that arranged **Your** insurance with **Us** received notice of cancellation from **You**, provided there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**.

If **You** are cancelling the **Policy** and there has been a claim or incident likely to result in a claim in the current **Period of Insurance** the full annual premium must be paid by **You**. Cancellations will not be backdated.

Cancellation by Us

We have the right to cancel **Your Policy** at any time if there is a valid reason. **We** may cancel this **Policy** by giving either **You** or the firm that arranged **Your** insurance with **Us** 7 days written notice by post or e-mail.

We will return to **You** a refund of premium equivalent to the unexpired period of cover on a pro rata basis. **We** will not return any premium if the amount is less than twenty five pounds (£25).

Valid reasons for **Us** to cancel **Your Policy** may include but are not limited to:

- **You** failing to co-operate with **Us** or send **Us** information or documentation as required by the terms of **Your Policy** where this significantly affects **Our** ability to process **Your** claim or deal with **Your Policy**;
- **You** fail to pay the full premium, in which case there shall be no refund of premium.
- **You** fail to comply with **Our** risk improvements or recommendations within the timescales given following a survey of **Your Business**
- **You** provide **Us** with incorrect information and fail to correct this when **We** ask **You** to.
- **Your** circumstances change that mean **You** no longer meet **Our** criteria for providing cover under the **Policy**;

- **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.
- **You** make a fraudulent claim, in which case **We** may choose not to refund the premium, as set out under the heading of fraudulent claims above.

If **You** pay the premium by instalments and an instalment remains unpaid after 7 days, **We** may cancel this **Policy** immediately from the date the last instalment was due.

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in the **Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the **Policy**, except for headings and titles. Each Section of the **Policy** may contain definitions which apply to that Section and they must be read in conjunction with the **Policy** definitions below. If there is a conflict between a definition in any Section and a definition elsewhere in this **Policy**, the definition in the Section will apply. Please note that throughout this **Policy Wording** a defined word or phrase will also be in bold text.

Also, where the context requires:

- words in the singular will include the plural and vice versa;
- words expressed in one gender shall include all genders;
- references to 'a person' shall include any individual, company, partnership or any other legal entity; and
- references to a statute or regulation will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

Buildings

The buildings belonging to **You** or for which **You** are responsible all within the **Premises** including:

- a) landlords fixtures and fittings interior decorations fixed glass or polycarbonate substitutes fixed sanitary ware and solar glass heating panels;
- b) private garages outbuildings swimming pools hard tennis courts driveways patios walls car parks car ports roads footpaths fences terraces gates and hedges yards forecourts patios walls gates and fences;
- c) telephone gas water and electric instruments meters cabling piping and the like and associated underground pipes and cables cess pits septic tanks telecommunication aerials aerial fittings and masts.

Unless described differently in the **Schedule** the buildings other than outbuildings and garages are built of brick stone or concrete and roofed with slates tiles concrete or metal.

Business

Activities directly connected with the business shown in the **Schedule** conducted solely within the **Territorial Limits** including:

- a) the ownership organisation and/or management routine maintenance repair and decoration of the **Premises**;
- b) the ownership routine maintenance repair of **Your** gardening equipment and plant;
- c) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
- d) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials.

Computer and Electronic Business Equipment

All computers computer installations and operating and embedded systems networks integrated circuits microprocessors microchips hardware any electronic computing and data processing equipment related application software information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing **Data** and/or similar devices whether physical or remotely connected thereto.

Contents of Communal Areas

Landlords Contents whilst contained within the common parts of the **Premises** to which all **Residents** have access.

Contents of Residential Units

Landlords Contents whilst contained in any **Residential Unit**.

Damage

Accidental material loss destruction or damage.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions.

Data Protection Regulations

Means:

- a) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (including the Data Protection Act 2018) and then;
- b) any successor legislation to the GDPR or the Data Protection Act 2018.

The terms **Data Controller**, **Data Processor**, **Data Subject**, **Processing**, **Personal Data** and **Special Category Data** shall have their respective meanings under the **Data Protection Regulations**.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity, **Computer and Electronic Business Equipment** or **Data** including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Employee

Other than Section 5 (Landlord's Legal Solutions) means:

- a) any person under a contract of employment, service or apprenticeship with **You** while working for **You** in connection with the **Business**;
- b) any of the following persons whilst working under **Your** supervision or control in connection with the **Business**:
 - i. any person who is hired to or borrowed by **You**;
 - ii. any person engaged in connection with a work experience training or similar scheme;
 - iii. any self-employed person working on a labour only basis;
 - iv. any person engaged by a labour only sub-contractor;
 - v. any labour master or person engaged by them;
 - vi. any volunteer or helper;

any person the law deems to be an employee.

Endorsement(s)

Attachments to the **Schedule** that alter the **Policy** in some way.

Excess

The first amount of each and every claim (as shown in the **Policy**, the **Schedule** or any **Endorsement**) for which **You** are responsible.

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 **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**.

Flood

The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding **Storm** and earthquake

Glass and Sanitary Fittings

- a) fixed glass or polycarbonate substitutes in windows doors fanlights sky-lights conservatories and solar panels;
- b) fixed washbasins pedestals baths sinks lavatory bowls bidets cisterns shower trays and splash backs;
- c) fixed glass to furniture fixed glass in mirrors glass in shelves;
- d) fixed ceramic hobs and cooker tops where **Contents of Residential Units** are insured.

Goods Supplied

Goods (including labels containers and packaging) sold or supplied by **You** in connection with the **Business**.

Ground Heave

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

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim.

Injury

Bodily injury, death, illness, disease, mental injury or nervous shock causing bodily injury;

Insured, You, Your

The person(s) or company named in the **Schedule**.

Insurer, Our, Us, We

The insurance company named in the **Schedule** on whose behalf this insurance document is issued. The **Insurer's** liability is several and each **Insurer** is liable only for the insurance cover provided in respect of that Section indicated

under the **Schedule**.

Landlords Contents

Fixtures and fittings (but not those forming part of the structure) furniture furnishings carpets utensils and domestic appliances belonging to **You** or for which **You** are responsible excluding:

- a) the property of any **Resident**;
- b) articles of gold silver or other precious metals or precious stones or articles made from them jewellery watches furs clothing and personal effects;
- c) **Money** bills of exchange and promissory notes deeds securities or documents of any kind;
- d) antiques works of art sculptures or curios where the individual value of any one item exceeds £1,000;
- e) business books plans specifications designs and computer records.

Landslip

Downward movement of sloping ground.

Money

Includes **Negotiable Money** and **Non-Negotiable Money**

Negotiable Money

Current cash bank and currency notes, uncrossed cheques, giro-cheques, postal orders, money orders or bankers drafts unused, current postage stamps, unaffixed national insurance stamps, national savings and holiday with pay stamps, trading stamps, luncheon vouchers, mobile phone talk vouchers, gift tokens, consumer redemption vouchers, travel tickets, validated tickets or scratchcards for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Non-Negotiable Money

Crossed cheques giro-cheques postal orders money orders bankers drafts giro drafts or warrants unexpired units in franking machines stamped national insurance cards national savings certificates premium bonds credit and debit card sales vouchers and value added tax purchase invoices all belonging to **You** or for which **You** are responsible.

Offshore

Any offshore rig offshore platform or offshore installation in the sea or tidal waters.

Period of Insurance

The period beginning with the effective date shown in the **Schedule** and ending with the expiry date shown in the **Schedule** and any other period for which **We** have accepted **Your** premium.

Policy

The **Policy Wording**, **Schedule**, **Statement of Facts**, any certificate of employers' liability insurance, certificate of public liability insurance and any **Endorsements** attached or issued with it.

Policy Wording

The contract form which details in various Sections the cover, exclusions to the cover, conditions **You** must comply with in addition to other formal information such as what **You** need to do if **You** have a complaint or wish to cancel **Your** cover, information on how to get help and definitions of words that have a special meanings.

Pollution or Contamination

- a) all pollution and contamination of buildings or other structures or of water or land or the atmosphere; and

- b) all **Damage** to property or **Injury** directly or indirectly caused by such pollution or contamination

All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Premises

The **Buildings** and land described in the title deeds at the address or addresses specified in the **Schedule**.

Property

Material property belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Resident(s)

The owner tenant or lessee of any **Residential Unit** and any member of his/her family permanently residing with him/her at the **Premises**.

Residential Unit

Any individual self-contained living area within any **Premises**.

Schedule

The schedule details the **Insurers**, which Sections of the **Policy** are operative, and the major sums insured and limits that apply to each of those Sections. The **Schedule** also details the location(s) that are being insured by the **Policy**, the limits of cover and the **Excess** that applies to a claim. Finally, the **Schedule** will show if there are any additional **Endorsements** or extensions of cover applying.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction.

Statement of Facts

The record of the statements that **You** made when applying for this **Policy**.

Storm

Rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing **Damage** caused by water that backs up from a sewer or drain as a direct result thereof, but excluding **Flood** and earthquake.

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

Territorial Limits

The territories and areas detailed in the **Schedule**.

Terrorism

Any act as defined in the Terrorism Act 2000, whether involving violence or the use of force or not, or the threat or the preparation thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives

Virus or Similar Mechanism

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 including but not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor.

Unoccupied

Any **Premises** part of any **Premises** or **Residential Unit** that for a **Period** exceeding sixty (60) consecutive days is:

- a) not occupied; or
- b) untenanted or;
- c) empty or no longer in use.

Section 1 – Property Damage

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Cover

What is Covered	What is not Covered
<p>We will indemnify You in accordance with the basis of settlement conditions against Damage to the Property at the Premises described in each item on the Schedule caused by the following insured perils occurring during the Period of Insurance up to the sum insured for each item shown in the Schedule.</p>	<p>Any Property more specifically insured by You or on Your behalf.</p> <p>Indirect Loss of any kind or description.</p> <p>The amount of the Excess shown in the Schedule.</p> <p>Any disappearance, unexplained or inventory shortage, misfiling or misplacing of information</p> <p>Damage caused by the bursting of a boiler or other equipment belonging to You or in Your control where the internal pressure is due to steam only other than fire as a result of explosion unless used for domestic purposes only.</p> <p>Damage caused by explosion in respect of and originating in any vessel machinery or apparatus or its contents belonging to You or in Your control which requires to be examined to comply with any statutory regulations unless such vessel machinery or apparatus is the subject of a policy or other contract providing the required inspection service.</p> <p>Damage caused by or consisting of mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates but this will not exclude such Damage which itself results from other Damage and is not otherwise excluded or subsequent Damage which results from a cause not otherwise excluded</p> <p>Damage by confiscation or detention by customs or other officials or authorities.</p> <p>Damage to glass, china, earthenware, marble or other fragile or brittle objects or Glass and Sanitary Fittings other than:</p> <ol style="list-style-type: none">breakage by or arising out of fire lightning or explosion or salvage operations consequent thereon;the cover provided by Extension of Glass Breakage of this Section. <p>Damage caused by or consisting of faulty or defective workmanship operational error or omission on the part of You or any of Your Employees</p> <p>Damage specifically excluded by any of the insured perils.</p>

Damage to a **Building** or structure caused by its own collapse or cracking unless resulting from an insured peril insofar as it is not otherwise excluded

Damage caused by or consisting of inherent vice latent defect or its own faulty or defective design or materials

Damage to:

- a) jewellery, precious stones, precious metals, bullion, furs, curiosities works of art or rare books
- b) **Money** other than that provided by the Extension of cover Resident's Association Funds
- c) **Property** in transit other than the cover provided by the Extension of cover for Temporary Removal of Contents
- d) motor vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or drones;
- e) land piers, jetties, bridges, culverts or excavations
- f) property or building structures in the course of construction or erection and materials or supplies in connection with all such property
- g) livestock, growing crops or trees
- h) **Property** which at the time of the happening of **Damage** is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been affected;
- i) any **Computer and Electronic Business Equipment**, whether **Your Property** or not, where such **Damage** is caused by programming or operator error **Virus or Similar Mechanism or Hacking**;
- j) any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery, apparatus or fittings, directly caused by its own over-running, short-circuiting, excessive pressure or self-heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property** hereby such **Damage** is not excluded by the **Policy**.

Insured Perils

1. Fire lightning explosion or earthquake.

2. Impact by aircraft or other aerial devices or articles dropped from them or by any motor vehicle train animal falling tree or branch

Damage arising from Insured Peril 2:

a) caused by lopping pruning or felling of trees by **You**;

aerial or mast or satellitedish.	b) resulting from any vehicle, train, drone or animal being operated by or in the care, custody and control of You or Your Employees for activities not forming part of the Business .
3. Storm tempest or Flood .	<p>Damage arising from Insured Peril 3:</p> <ul style="list-style-type: none"> a) resulting from frost Subsidence Ground Heave or Landslip; b) to moveable Property in the open; c) to fences and/or gates;
4. Escape of water from any tank apparatus or pipe including Damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting.	<p>Damage arising from Insured Peril 4:</p> <ul style="list-style-type: none"> a) in any Premises part of any Premises or individual Residential Unit which is Unoccupied; b) caused by wet or dry rot rust corrosion or other wear and tear or gradual deterioration; c) caused by mould or toxic mould; d) by leakage of automatic sprinkler installations.
5. Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons.	<p>Damage arising from Insured Peril 5:</p> <ul style="list-style-type: none"> a) arising from the cessation of work; b) in any Premises part of any Premises or individual Residential Unit which is Unoccupied; c) by theft or attempted theft directly caused by malicious persons not acting in connection with any political organization; d) caused by Your Employees or any other person lawfully on Your Premises. <p>Any amount in excess of £10,000 in respect of any one loss in respect of Damage caused by Residents</p>
6. Leakage of fuel from any fixed heating installation and beverages from storage containers pipes or apparatus.	<p>Damage arising from Insured Peril 6:</p> <ul style="list-style-type: none"> a) In any Premises part of any Premises or individual Residential Unit which is Unoccupied; b) joint leakage failure of welds cracking fracturing collapse or overheating of or bursting by steam pressure of a boiler economiser superheater pressure vessel machine or apparatus in which internal pressure is due to steam only and feed piping in connection therewith belonging to You or under Your control other than in respect of a boiler used for domestic purposes only; c) any change in temperature colour flavour texture or finish. <p>The cost of replacing any fuel or beverages.</p>

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7. Theft or attempted theft following forcible and violent entry to or exit from the **Premises**.

Damage arising from Insured Peril 7:

- a) in any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**;
 - b) caused by **You** or **Your** family;
 - c) caused by any **Resident** or by his/her guest to the portion of the **Premises** in which they reside or occupy.
 - d) occurring without forcible and violent entry to or exit from the **Premises**.
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(only operative if shown as insured on the Schedule)

8. a) **Subsidence or Ground Heave** of any part of the site on which the **Property** stands; or

b) **Landslip**.

Provided that:

- a) **You** shall notify **Us** immediately if **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **We** shall then have the right to vary the terms or cancel this cover

This additional Insured Peril excludes:

Damage to yards car parks roads terraces patios pavements or other paved areas swimming pools hard tennis courts walls gates fences cesspits septic tanks fixed fuel oil tanks and diesel tanks piping ducting cables wires and associated control gears and accessories unless also affecting the structure of the **Building** or outbuildings at the risk address stated in the **Schedule**.

Damage to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the **Buildings** are **Damaged** at the same time and from the same cause.

Damage caused by or consisting of:

- a) the normal **Settlement** or bedding down of new structures;
- b) the **Settlement** or movement of made up ground;
- c) coastal or river erosion;
- d) defective design or workmanship or the use of defective materials;
- e) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;

Damage resulting from:

- a) demolition construction structural alteration or repair of any building; or
- b) groundworks or excavation at the **Premises**;

of which **You** became aware but did not notify us.

Damage which originated prior to the inception of this cover.

The amount of the **Excess** shown in the **Schedule**.

9. Any other accidental **Damage** to the **Property** at the **Premises** described in each item on the **Schedule**

This Insured Peril excludes:

Damage in any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**.

Damage caused by or resulting from:

- a) any of the insured perils 1-8
- b) any process of cleaning dyeing restoring adjusting or repairing
- c) wear and tear erosion the action of light or atmosphere frost corrosion dampness dryness contamination wet or dry rot mildew mould or toxic mould shrinkage evaporation loss of weight dampness dryness marring scratching moths vermin or insects
- d) wind, hail, sleet, snow, **Flood** or dust to boundary walls gates or fences
- e) **Subsidence** or **Ground Heave** of any part of the site on which the **Premises** stands or **Landslip**
- f) **Settlement** or bedding down of new structures
- g) normal maintenance redecoration or repair
- h) **Property** undergoing any process necessarily involving any heating process or any process involving the application of heat

(only operative if shown as insured on the Schedule)

10. Accidental discharge or leakage of water from an automatic sprinkler installation at the **Premises**.

Provided that **You** shall so far as **Your** responsibility extends maintain the sprinkler installation including any automatic alarm signalling equipment in efficient condition

This additional Insured Peril excludes **Damage**:

- a) In any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**;
- b) caused by heat which is itself caused by fire;
- c) caused by explosion earthquake or subterranean fire.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there are no items of **Property** insured on the **Schedule** under this section, otherwise cover under this section is extended to include:

What is Covered	What is not Covered
<p>A Architects Surveyors Legal and Consulting Engineers Fees</p> <p>The reasonable fees necessarily incurred with Our consent following Damage insured by this Section to reinstate or repair the Premises.</p>	<p>Any fees incurred for preparing any claim.</p> <p>Any fees which have not been provided for in the Sum Insured You have declared to Us</p>
<p>B Cables and Underground Services</p> <p>The cost of repair following accidental Damage to cables and underground service pipes and drains (and their inspection covers) for which You are responsible at the Premises and extending to the public mains.</p>	<p>The costs of maintenance.</p> <p>Damage caused by:</p> <ul style="list-style-type: none">a) rust corrosion gradual deterioration rot or fungus vermin insects atmospheric or climatic conditions or other wear and tear;b) normal Settlement or shrinkage;c) faulty workmanship defective design or the use of defective materials <p>Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one Period of Insurance</p>
<p>C Capital Additions</p> <p>Damage caused to any:</p> <ul style="list-style-type: none">a) any newly built or newly acquired residential Buildings or Landlords Contentsb) alterations additions and improvements to residential Buildings or Landlords Contents but not for any appreciation in value; <p>anywhere in the Territorial Limits.</p> <p>Provided that:</p> <ul style="list-style-type: none">i. You provide the full particulars of such Buildings or Landlords Contents as soon as practicable;ii. You pay any additional premium required;iii. We reserve the right to vary the terms and conditions of the Policy, or decline to provide cover upon disclosure of such Buildings or Landlords Contents	<p>Damage:</p> <ul style="list-style-type: none">a) to any Property for which any contractor is responsible;b) to any Property otherwise insured. <p>The appreciation in value of Buildings or Landlords Contents</p> <p>Any amount in excess of £250,000 or 10% of the sum insured on Buildings on each item whichever is the lesser.</p> <p>Any amount in excess of £50,000 or 10% of the sum insured on Landlords Contents on each item whichever is the lesser.</p>

D Clearance of Drains

The reasonable costs incurred by **You** to clear drains gutters and sewers owned by **You** or for which **You** are responsible as a result of **Damage** occurring to the **Premises**.

Any amount in excess of £1,000 in respect of any one claim.

E Concern for Welfare Costs

The costs incurred following **Damage** by the police or persons acting under their control in gaining access to the **Buildings** or **Residential Unit** as a result of their concern for the welfare of a **Resident**.

Damage caused by the police in the course of criminal investigations.

Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

F Contracting Purchasers Interest

We agree without prejudice to **Our** or **Your** rights and liabilities that if at the time of **Damage You** have contracted to sell **Your** interest in any **Building** insured by this Section and the purchase has not been but will afterwards be completed the purchaser on completion of the purchase will be entitled to benefit under this Section until completion except in so far as such **Building** is more specifically Insured by or on behalf of the purchaser.

G Debris Removal

The reasonable costs and expenses necessarily incurred with **Our** consent in:

- a) removing debris from the **Premises** and the area immediately adjacent;
- b) dismantling and / or demolishing shoring up or propping of the portion or portions of the **Property**,

as a result of **Damage** insured by this Section.

Any costs or expenses:

- a) arising from **Pollution or Contamination of Property** not insured by this Section;
- b) more specifically insured;
- c) in relation to **Residents** contents

Any costs and expenses which have not been provided for in the Sum Insured **You** have declared to **Us**

H Debris Removal Residents Contents

The reasonable cost and expenses necessarily incurred with **Our** consent in removing from the **Premises** the debris of **Residents** contents sustaining **Damage** by any of the insured perils.

Any costs and expenses:

- a) in removing debris other than from the **Premises** and the area immediately adjacent;
- b) arising from **Pollution or Contamination of property** not insured by this Section;
- c) more specifically insured.

Any amount in excess of £2,500 in respect of any one **Residential Unit** or £25,000 in any one **Period of Insurance**.

I European Community and Public Authorities (including undamaged Property and sprinklers)

- a) The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:
- i. European Community Legislation;
 - ii. buildings or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws.
- b) where **We** require **You** to comply with current Loss Prevention Council (LPC) Rules for Automatic Sprinkler Installations the additional cost of reinstating water supply equipment which:
- i. conformed to previous LPC Rules;
 - ii. conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve (12) months of the date of the **Damage** or within such further time **We** may allow (during the said twelve (12) months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this extension not being increased.

Special Condition:

If **Our** liability under this Section apart from this extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in proportion.

In respect of undamaged portions and water supply equipment any amount in excess of 15% of the amount **We** would have been liable to pay had the **Property** been wholly destroyed.

Any costs incurred:

- a) in respect of **Damage** not insured by this Section;
- b) associated with an existing requirement which has to be implemented within a given period;
- c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws;
- d) where notice was served upon **You** before the **Damage** occurred.

Any amount in excess of the sum insured on **Property** that has suffered **Damage**.

J Exceptional Measures

The costs **You** incur with **Our** consent in taking reasonable but exceptional measures solely to avoid or mitigate a valid claim under this Section provided that:

- a) the potential claim could not have been reasonably foreseen;
- b) the terms and conditions of this Section will apply as if **Damage** had occurred.

Any amount in excess of £10,000 in respect of any one loss and £50,000 in any one **Period of Insurance**.

K Extinguishment and Alarm Resetting Expenses

The reasonable costs incurred by **You** in:

- c) refilling fire extinguishing appliances;

Any amount in excess of £25,000 in respect of any one loss.

-
- d) recharging gas flooding systems;
 - e) replacing used sprinkler heads;
 - f) refilling sprinkler tanks where water costs are metered;
 - g) resetting fire and intruder alarms and closed-circuit television equipment;
 - h) charges **You** have to pay for the services of the fire brigade;

all in consequence of **Damage** insured by this Section.

L Gardening Equipment

We will indemnify **You** following **Damage** from and insured peril to **Your** gardening equipment whilst in any locked garage or outbuilding located at the **Premises**.

Theft when entry is not gained or exit made by forcible and violent means.

Any amount in excess of £2,500 in respect of any one loss.

M Glass Breakage

In the event of **Damage** or breakage of **Glass and Sanitary Fittings** for which **You** are responsible at the **Premises** **We** will replace or at **Our** option pay **You** the cost of replacement.

In addition, **We** will pay for:

- a) the reasonable costs of boarding-up following breakage of **Glass**;
- b) the repair of **Damage** to the frames or framework as result of such breakage of **Glass**;
- c) the cost of removal or replacement of fixtures and fittings in the course of replacement of **Glass**;
- d) the cost of replacing lettering or other ornamental work and alarm foil on **Glass** following breakage up to a maximum of £500 after the deduction of any **Excess**.

Any breakage or **Damage**:

- a) by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon;
- b) occurring during removal installation or transit;
- c) arising out of repairs or alterations being carried out at the **Premises**;
- d) of any item flawed or broken at the commencement of this insurance;
- e) consisting of scratching.
- f) in any **Premises** part of any **Premises** or individual **Residential Unit** which is **Unoccupied**.

N Landscaped Gardens

We will pay **You** following **Damage** to landscaped gardens caused by emergency services while attending the **Building** as a direct result of **Damage** insured by this Section.

Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

O Loss of Metered Water Heating Oil or Gas

The additional metered water heating oil or gas charges incurred by **You** following the loss of metered water or heating oil contained in a fixed installation at the **Premises** following **Damage** as

Any amount in excess of £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

Any loss which has not been discovered and

<p>insured by this Section.</p>	<p>remedial action taken within 60 days of the occurrence.</p> <p>Any loss in any Premises part of any Premises or individual Residential Unit which is Unoccupied.</p> <p>The first £250 of any loss.</p>
<p>P Removal of Nests</p> <p>The reasonable costs of removing wasps or bees nests from the Premises.</p>	<p>Any amount in excess of £500 in respect of any claim and £5,000 in any one Period of Insurance.</p> <p>The costs of removing nests already in the Buildings before the inception of this Policy.</p>
<p>Q Replacement Locks</p> <p>The costs of replacing external door locks at the Premises including external door locks for individual flats in the event that the keys are:</p> <ul style="list-style-type: none"> a) stolen by forcible and violent entry to or exit from the Premises or the home of an Employee authorised to hold such keys; b) stolen by violence or threat of violence to You or Your family or Employees authorised to hold such keys. 	<p>Any amount in excess of £2,500 in respect of any one loss and £25,000 in any one Period of Insurance.</p> <p>Losses due to non-return of keys.</p> <p>The first £50 of any loss.</p>
<p>R Resident's Association Funds</p> <p>We will indemnify the residents association against loss by any cause in respect of Money held by any member(s) of the management committee of the residents association for the benefit of individual flats and/or private dwelling house Residents whilst:</p> <ul style="list-style-type: none"> a) kept in any locked safe or locked drawer at the Premises; b) whilst in transit within the Territorial Limits. 	<p>Any amount in excess of £1,000 in respect of any one loss</p> <p>Any loss:</p> <ul style="list-style-type: none"> k) due to depreciation shortages errors omissions or Indirect Loss of any kind; l) arising from theft fraud or dishonesty by any Management Committee Member unless discovered within 14 working days of the loss; m) from any unattended vehicle; n) by forgery or deception; o) but for the existence of the Extension would have been covered by another policy.
<p>S Temporary Removal of Contents</p> <p>Landlords Contents insured by this Section are covered whilst temporarily removed from or whilst in transit to or from the Premises for cleaning renovation repair or similar purposes provided that they remain within the Territorial Limits.</p>	<p>Any amount exceeding 10% of the sum insured for Contents of Communal Areas and/or Contents of Residential Units stated in the Schedule whichever is appropriate for the Premises from where they have been removed.</p> <p>Any Landlords Contents removed for more than ninety (90) days.</p>

T Trace and Access

The reasonable costs incurred by **You**:

- a) in locating the actual source of **Damage**; and
- b) in respect of any repairs directly arising from (a) above.

caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **Damage** is insured by this Section.

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

U Tree Felling and Lopping

We will pay the costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in:

- a) felling lopping and removing trees belonging to **You** or for which **You** are responsible at the **Premises** and which are an immediate threat to the safety of life or of **Damage** to the **Property**;
- b) removing fallen trees belonging to **You** or for which **You** are responsible but only where there has been **Damage** to **Property**.

Any legal or local authority costs involved in removing trees.

Any costs incurred solely to comply with a preservation order.

Any costs incurred solely in respect of general upkeep or maintenance of trees.

Any amount in excess of £2,500 in respect of any one loss and £5,000 in any one **Period of Insurance**.

V Unauthorised Use of Utilities

The cost of metered electricity gas or water for which **You** are responsible arising from its unauthorised use by persons taking possession and keeping possession or occupying the **Premises** without **Your** authority provided that **You** take all practical steps to terminate such unauthorised use as soon as it is discovered.

Any amount exceeding £5,000 in respect of any one loss and £25,000 in any one **Period of Insurance**.

Basis of Claims Settlement

Buildings

Following **Damage** to **Buildings** by any of the insured perils, the basis upon which the amount payable hereunder is calculated will be the reinstatement of the **Property Damaged**:

For this purpose, the term "reinstatement" means:

- a) the rebuilding or replacement of **Property** lost or destroyed which provided that **Our** liability is not increased may be carried out:
 - i. in any manner suitable to **Your** requirements;
 - ii. upon another site.
- b) the repair or restoration of **Property Damaged**,

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

1. **Our** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable had such **Property** been wholly lost or destroyed;
2. If the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by any item subject to this clause exceeds its sum insured at the commencement of any **Damage Our** liability will not exceed that proportion of the amount of the **Damage** which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time;
3. no payment beyond the amount which would have been payable in the absence of this basis of claims settlement shall be made:
 - 3.1 unless reinstatement commences and proceeds without unreasonable delay;
 - 3.2 until the cost of reinstatement shall have been actually incurred;
 - 3.3 if the **Property** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

All the terms and conditions of this **Policy** shall apply:

- in respect of any claim payable under the provisions of this basis of claims settlement except insofar as it is varied hereby;
- where claims are payable as if this basis of claims settlement had not been incorporated.

The maximum amount **We** will pay in respect of any one item is the sum insured.

Landlords Contents

Following **Damage** to **Landlords Contents** by any of the insured perils, **We** will pay **You** the value of the **Property** at the time of the **Damage** or at **Our** option reinstate or replace the **Property** or any part thereof.

If the sum insured shown on the **Schedule** at the time of the **Damage** is less than the full cost of replacement at current prices, then **You** will be regarded as **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly.

Day One Basis

For the purpose of this condition, the following additional definition applies and shall keep the same meaning wherever it appears in this **Policy**:

Declared Value

Your assessment of the cost of reinstatement of the **Property** insured arrived at in accordance with paragraph a) of the basis of claims settlement for **Reinstatement** above at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- i. the additional cost of reinstatement to comply with European Union legislation, Acts of Parliament and by-laws of any public authority;
- ii. professional fees;
- iii. debris removal costs.

Where the day one basis is shown as operative against each item in the **Schedule**, the **Declared Value** shall show in brackets with the sum insured being uplifted by the percentage shown in the **Schedule** provided that:

1. **You** must notify **Us** of the **Declared Value** at the start of each **Period of Insurance**. If **You** fail to notify **Us** of the **Declared Value** at the start of any **Period of Insurance** **We** will use the last **Declared Value** notified to **Us** for the following **Period of Insurance**;
2. if at the time of the **Damage** the **Declared Value** is less than the cost of reinstatement of the **Property** arrived at in accordance with this condition at the start of the **Period of Insurance** **Our** liability for any **Damage** will be limited to that proportion which the **Declared Value** bears to the cost of reinstatement of the **Property** arrived at in accordance with this condition.

All the terms and conditions of this **Policy** shall apply:

- in respect of any claim payable under the provisions of this condition except insofar as it is varied hereby;
- where claims are payable as if this basis of claims settlement had not been incorporated. The maximum amount **We** will pay in respect of any one item is the sum insured.

Special Provisions that apply to Section 1 – Property Damage

These special provisions apply only to this Section.

1. Index Linking

Where a Day One basis of settlement condition has not been selected the sum insured by each item stated in the **Schedule** that is subject to adjustment at annual intervals in line with suitable indices of costs on which any renewal premium will be based.

2. Limit of Liability

The maximum amount payable in respect of any one item is the sum insured stated in the **Schedule** for that item or any other limit of liability as stated herein or in the **Schedule**.

3. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

4. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy** or any **Endorsement**.

5. Excess Aggregation

Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the **Policy** and **We** are not liable for the first amount of any claim under each Section **We** agree that provided the claim arises out of the same single cause **We** will apply the **Excess** as if the claim was payable under a single Section.

6. Non-Invalidation

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that:

- a) it is without **Your** authority or knowledge or beyond **Your** control;
- b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**;
- c) **You** pay any additional premium.

7. Mortgagees Freeholders and Lessors

The act or neglect of any mortgagor leaseholder lessee or **Resident** of any **Premises** insured by this **Policy** whereby the risk is increased without the authority or knowledge of any mortgagee freeholder or lessor will not prejudice the interest of the latter parties in this insurance provided that they notify **Us** immediately on becoming aware of such increased risk and pay an additional premium if required.

8. Investigating Expenses

Where a **Building** has suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to portions of the same **Building** which is not immediately apparent **We** will pay the reasonable costs necessarily incurred by **You** with **Our** consent in establishing whether or not such **Damage** has occurred.

9. Seventy Two Hour Period

All losses arising separately out of one event of the following insured perils:

- a) **Storm**;
- b) **Flood**;
- c) **Earthquake**

occurring within each and every separate period of seventy two (72) hours during the **Period of Insurance** will be deemed to be one loss in determining the application of the **Excess**.

Conditions that apply to Section 1 – Property Damage

These conditions of cover apply only to this Section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** do not comply with these conditions **We** may not pay **Your** claim.

1. Roof Maintenance

It is a condition precedent to **Our** liability that:

- a) **You** shall ensure at least every 24 months the following checks and works are undertaken at all **Premises** insured by this **Policy** by a professional contractor:
 - i) all external guttering, gullies and down-pipes are to be inspected for **Damage** and blockages;
 - ii) all flat roofed areas are checked to ensure they are in a weather-tight and good condition; and
 - iii) any **Damage** or blockage discovered repaired and waste matter removed within 60 days of discovery;
- b) in respect of any **Premises** with a felt roof where the mineral felt surface has not been replaced for ten years then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and any necessary works identified should be completed within 60 days of receipt of the report by **You**. Where this insurance **Policy** does not commence with **Us** until after 1st October in the first year of insurance **You** must arrange for an inspection and any resulting remedial work to be carried out within 60 days of the commencement of this insurance with **Us** (unless a longer period for completion of the remedial work has been agreed by **Us**).

Evidence of such inspections and any remedial works identified following such inspections should be kept and produced if requested by **Us**.

2. Change of Tenancy

You must advise **Us** of all changes in tenancy or occupation within the **Premises** as specified in the General Policy Conditions (Alteration of Risk).

3. Unoccupancy

It is a condition precedent to **Our** liability that when any **Premises** part of any **Premises** or **Residential Unit** is **Unoccupied You** must ensure that:

- a)
 - i. if the **Premises** are **Unoccupied** the services are to be turned off and the water and heating services drained;
 - ii. if part(s) of any **Premises** or any **Residential Unit** are **Unoccupied** the services relating to the parts of the **Premises** or the **Residential Unit** that are **Unoccupied** are to be turned off and the water and heating services drained.

except electricity where needed to maintain any fire or intruder alarm system in operation.

as an alternative to a) above **You** may leave the main services turned on to keep the central heating

system working at a minimum temperature of 5 degrees during the period 1st October to 1st April each year always provided that outside this period condition a) will apply

- b) the **Premises** part of any **Premises** or **Residential Unit** are adequately secured against unauthorised entry with all doors and windows firmly locked and secured;
- c) an internal and external inspections of the **Premises** part of any **Premises** or **Residential Unit** are made every seven (7) days by **You** or a responsible person acting on **Your** behalf;
- d) any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the **Premises** part of any **Premises** or **Residential Unit**;
- e) **You** notify **Us** immediately in writing when any **Premises** part of any **Premises** or **Residential Unit** becomes **Unoccupied** and pay any suitable extra premium if required unless **We** agree otherwise in writing;
- f) **You** implement any additional protections **We** require.

4. Fire Extinguishing Appliances

It is a condition of this **Policy** that where **You** are required by law **You** keep fire extinguishing appliances at **Your Premises** and that they are maintained in efficient working order.

5. Electrical Inspection

It is a condition precedent to **Our** liability that:

- a) Fixed electrical installations for which **You** are legally responsible are tested by an NICEIC (National Inspection Council for Electrical Installation Contracting) or ECA (Electrical Contractors Association) registered contractor at least once in every five year period and a completion and inspection certificate is issued following such inspection;
- b) Any work specified on such certificate to ensure the electrical installation meets IEE Regulations shall be carried out within the timescale stated;
- c) A copy of each completion and inspection certificate is retained by **You** in a permanent record.

If **You** do not comply with this condition then **You** will not be covered and **We** will not make any payment in respect of a claim for fire and/or explosion.

Section 2 – Loss of Rent and Alternative Residential Accommodation

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Definitions

Refer to the Policy definitions on pages 12 to 17. The following additional definitions apply to this Section 2 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail:

Additional Costs

The additional expenditure necessarily and reasonably incurred with **Our** consent for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** but not for any amount greater than the amount of **Loss of Rent** thereby avoided.

Alternative Residential Accommodation

The reasonable costs incurred by **Residents** with **Our** consent for:

- a) alternative similar comparable residential accommodation;
- b) temporary storage of furniture;
- c) accommodation in kennels or catteries for **Residents** dogs and cats where the alternative accommodation does not permit the keeping of cats and dogs.

during the period whilst the **Premises** or parts of the **Premises** which have been **Damaged** are unfit for habitation or twenty-four (24) months whichever is the lesser.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the number of months thereafter stated in the **Schedule** during which **Rent** is affected as a result of the **Damage**.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Rent

The money including service charges paid or payable to **You** by **Residents** for tenancies provided and services rendered at the **Premises**.

Re-letting Costs

The expenditure necessarily and reasonably incurred with **Our** consent in re-letting the **Premises** including legal fees or other charges incurred solely in consequence of such re-letting for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period** but not for any amount greater than the amount of **Loss of Rent** thereby avoided.

Terrorists

A person or persons who engage(s) in **Terrorism**.

Vicinity

A radius of 500 meters from the **Premises**.

Cover

What is Covered	What is not Covered
<p>In the event of Damage to the Property at the Premises for which We have admitted liability under Section 1 of this Policy which renders the Premises or parts of the Premises unfit to live in We will pay:</p> <ul style="list-style-type: none">a) the reasonable costs of Alternative Residential Accommodation up to a maximum amount of 20% of the Building sum insured applying to the Premises or parts of the Premises which have suffered Damage for the period whilst they are unfit for habitation or 24 months whichever is the lesser;b) the amount of Loss of Rent less any Rent received from the provision of Alternative Residential Accommodation;c) the Additional Costs and Re-letting Costs;d) auditors or accountant's charges reasonably incurred for producing and certifying details of a claim under this Section;e) legal advisor's charges reasonably incurred but only in respect of determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease, <p>less any sum saved during the Indemnity Period in respect of charges payable out of Rent which cease or are reduced as a result of the Damage.</p>	<p>Any loss more specifically insured.</p> <p>The maximum amount payable during any one Period of Insurance under (b) (c) (d) and (e) of this Section 2 in respect of any one individual Premises will not exceed the sum insured stated against the Rent item for those Premises in the Schedule plus any payment made under the Rent Review extension or any other limit of liability in this Section whichever is the lesser.</p>

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. Cover under this section is extended to include:

What is Covered	What is not Covered
<p>A Prevention of Access</p> <p>The Loss of Rent and/or the costs of Alternative Residential Accommodation following an interruption to the Business as a result of Damage by any of the insured perils included under Section 1 of this Policy to property:</p> <ul style="list-style-type: none">a) in the Vicinity of the Premises which prevents or hinders the use of or access to the Premises;b) at the buildings of Your managing agents within the Territorial Limits.	<p>Any loss where the prevention or hindrance of access or use is less than 24 hours.</p> <p>Any amount in excess of £25,000 in respect of any one event.</p>

B Prevention of Access (non-Damage)

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** following an interruption to the **Business** as a result of access to or use of the **Premises** being hindered or prevented due to the **Premises** or property in the **Vicinity** being:

- a) occupied by **Terrorists** or persons thought to be **Terrorists**;
- b) thought to contain or actually containing a harmful device.

provided that the police authorities are notified immediately.

Any loss:

- a) where the prevention or hindrance of access or use is less than 24 hours;
- b) where the police authorities are not informed immediately;
- c) due to any cause within **Your** control

Any amount in excess of £25,000 in respect of any one event.

C Disease

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** as a result of the occurrence of:

- a) Acute Encephalitis, Acute Poliomyelitis, Anthrax Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever sustained by any person at the **Premises**;
- b) any discovery of an organism at the **Premises** likely to result in the occurrence of a disease as specified in above;
- c) **Injury** or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink supplied from the **Premises**;
- d) vermin or pests at the **Premises**;
- e) an accident which causes defects in the drains or other sanitary arrangements at the **Premises**;
- f) murder or suicide occurring on the **Premises**

where the use of the **Premises** is restricted on the order of the competent authority.

Any costs incurred in cleaning repair replacement recall or checking of **Property** other than those costs incurred with **Our** consent for cleaning and decontaminating the **Property** used by **You** for the purpose of the **Business**.

Any loss arising from those **Premises** that are not directly subject to the occurrence.

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

We would specifically bring **Your** attention to General Exclusion L – Virus Disease and Pandemic.

For the purposes of this extension:

Indemnity Period shall mean the period during which the **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** shall be affected in consequence of the occurrence discovery or accident beginning from the date from which the restrictions on the **Premises** applied and ending on the date when such restrictions are lifted provided that the maximum total **Indemnity Period** in respect of all occurrences in any one **Period of Insurance** shall be three (3) months.

Premises shall mean only those locations stated in the **Premises** definition. In the event that the section includes an extension which deems loss destruction or **Damage** at other locations such extension shall not apply to this extension.

D Failure of Public Supply

The **Loss of Rent** and/or the costs of **Alternative Residential Accommodation** following an interruption to the **Business** as a result of **Damage** by any of the insured perils included under Section 1 of this **Policy** to property at any:

- a) generating station or sub-station of the electricity supply undertaking;
- b) land based premises of the gas supply undertaking or of any natural gas producer linked directly to them;
- c) waterworks or pumping station of the water supply undertaking;
- d) land based premises of the telecommunications undertaking.

from which the **Premises** obtain electricity gas water or telecommunications services and are located in the **Territorial Limits**.

Where the interruption is less than 24 hours.

Any amount in excess of £25,000 in respect of any one loss

E Rent Review

Where the **Rent** is subject to a review during the **Period of Insurance** the relevant sum insured will be automatically increased to reflect the revised **Rent** earned up to a maximum increase of 100% of the sum insured on **Rent** stated on the **Schedule**.

No additional premium will be charged for this increase in cover during the **Period of Insurance** provided that **You** advise **Us** prior to renewal of

the revised **Rent** for the next **Period of Insurance**.

F Sale of Property

If **You** have contracted to or have accepted an offer in writing subject to contract to sell **Your** interest in the **Premises** and the sale is subsequently delayed or cancelled as a direct result of the **Damage** as covered under Section 1 of this **Policy** or another material damage insurance arranged on **Your** behalf where liability has been accepted, **We** will pay:

- i. interest payable by **You** on capital borrowed which but for the **Damage** would be available from the proceeds of the sale for investment in the **Business**;
- ii. the additional interest payable by **You** on amounts borrowed at a rate not exceeding 2% above the prevailing Inter Bank Lending rate;
- iii. the investment interest lost by **You** on any proceeds of the sale after the deduction of any capital borrowed as detailed in (ii) above;
- iv. 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 lesser.

Provided that every reasonable effort is made by **You** to complete the sale of the **Premises** as soon as practicable after the **Damage**.

The above interest will be calculated from the date of the proposed sale and end on the date of actual sale or expiry of the **Indemnity Period** whichever is the earlier.

The maximum **Indemnity Period** for this extension is six (6) months.

Special Provisions Applicable to this Section

These Special Provisions of cover apply only to this Section.

1. Limit of Liability

The maximum amount payable any one occurrence in respect of any one item is the sum insured stated in the **Schedule** for that item.

2. Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will

automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

3. Cessation of Trading

This Section shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the **Period of Insurance** unless **We** give **Our** written consent.

4. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy**, the **Schedule** or any **Endorsement**.

5. First Financial Year

In the event of **Damage** occurring before the expiration of the first financial year of the **Business** the results of the **Business** prior to the date of the **Damage** will be used as a basis upon which to assess what the **Rent** for the first financial year would have been had the **Damage** not occurred.

6. Payment on Account

In the event of a loss under this Section, **We** may if requested by **You** make monthly payments on account during the **Indemnity Period**.

7. VAT

To the extent that **You** are accountable to the tax authorities for Value Added Tax all items in this Section will be exclusive of such tax.

8. Rent Free Period

If at the date of the **Damage** the **Premises** are subject to a **Rent-free** period 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** to the number of months shown in the **Schedule** provided that **Our** liability does not exceed the sum insured or any Limit of Liability stated in the **Policy** whichever is the lesser

9. Individual Unit Payment Adjustment

The payment made for each **Residential Unit** may be adjusted according to the percentage contribution made by each **Residential Unit** towards the ground **Rent** and/or total management charges of the **Premises**.

10. Alternative Trading

If during the **Indemnity Period** accommodation is provided or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or anyone on **Your** behalf the money paid or payable in respect of such accommodation and services shall be brought in to account in arriving at the **Rent** during the **Indemnity Period**.

11. Average

If at the time of the **Damage** the sum insured for **Rent** is less than the total value of the actual **Rent**, **You** will be considered as **Your** own Insurer for the difference and bear a proportionate share of the loss.

Special Conditions Applicable to this Section

These conditions of cover apply only to this Section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Unoccupied Buildings

Where **Rent** is insured in respect of any **Unoccupied Buildings** in the event of **Damage You** must show that but for the **Damage Rent** would have been earned and **You** will be required to support a claim for **Loss of Rent** by submitting reasonable evidence of the amount of **Rent** and the date from which it would have been earned.

We will have regard:

- a) to actual negotiations with prospective **Residents** both before and after the **Damage**;
- b) for demand for similar accommodation in the locality;
- c) the general level of rents applying.

If required, the advice of a professional valuer acceptable to both **You** and **Us** will be sought and such fees will be included in the indemnity under this clause.

If **You** do not comply with this condition, **We** may not pay **Your** claim.

2. New Developments

Where **Rent** is insured in respect of new property developments in the event of **Damage You** must show that but for the **Damage Rent** would have been earned and **You** will be required to support a claim for **Loss of Rent** by submitting reasonable evidence of the amount of **Rent** and the date from which it would have been earned.

We will have regard:

- a) to actual negotiations with prospective **Residents** both before and after the **Damage**;
- b) for demand for similar accommodation in the locality;
- c) the general level of rents applying.

If required, the advice of a professional valuer acceptable to both **You** and **Us** will be sought and such fees will be included in the indemnity under this clause.

If **You** do not comply with this condition, **We** may not pay **Your** claim.

Section 3 – Property Owners Liability

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Definitions

Refer to the Policy Definitions on pages 12 to 17. The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Asbestos

Asbestos, Asbestos fibres or any derivatives of Asbestos.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

Costs and Expenses

- a) Costs and expenses of claimants for which **You** are legally liable.
- b) Other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Solicitors Fees incurred with **Our** written consent for:
 - i. defence in any court of summary jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a coroner's court or fatal accident inquiry in respect of any death

in connection with any event which is or may be the subject of indemnity under this Section.

Geographical Limits

- a) **Territorial Limits**; or
- b) elsewhere in the world arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits** in respect of the performance of non-manual work.

Cover

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** as a result of accidental:

- a) **Injury** to any person;
- b) **Damage** to material property;
- c) Obstruction trespass nuisance or interference with any right of way air or light or water or other easement;
- d) Wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an **Employee**).

occurring within the **Geographical Limits** during the **Period of Insurance** and happening in the course of the **Business**.

Limit of Liability

Our liability under this Section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in the **Schedule** other than in respect of **Goods Supplied** and **Pollution or Contamination** where the amount stated in the **Schedule** will be the maximum amount payable in respect of all claims occurring during any one **Period of Insurance**.

What is not Covered

The amount of **Excess** shown in the **Schedule**.

Any liquidated damages fines or penalties.

Any punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

Any liability which is insured by or would but for the existence of this Section be insured by any other policy.

Any liability imposed on **You** by reasons of the terms of any contract conditions

Any liability in respect of:

- a) **Injury** to any **Employee** or partner or proprietor arising out of and in the course of employment by **You** in the **Business**;
- b) loss of or **Damage** to any property:
 - i. owned loaned leased hired or rented to **You**;
 - ii. held in trust by **You** or held in **Your** custody or control or that of any **Employee** or any other party who is carrying out work on **Your** behalf.
- c) the ownership possession or use by **You** or on **Your** behalf of:
 - i. any craft designed to travel in on or through water air or space other than hand propelled watercraft less than 8 metres in length;
 - ii. any mechanically propelled vehicle (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required under road traffic legislation other than in respect of the loading or unloading of such vehicle provided there is no more specific insurance in force.
- d) the ownership possession or use by **You** of:

- i. any buildings not insured under Section 1 of this **Policy**;
 - ii. any land

unless otherwise stated in the **Schedule**.
- e) the ownership or operation of any aircraft landing or airside facility;
- f) **Your** occupation of any of the **Premises**;
- g) any work away from the **Premises** other than non-manual commercial duties collection or delivery
- h) any work in connection with:
 - i. excavation site clearance construction erection structural extension alteration or demolition;
 - ii. the operation of a sling or cradle.
- i) work in or on or in connection with and/or **Goods Supplied** to any **Offshore** location;
- j) **Injury** or **Damage** arising from or caused by any professional negligence wrongful or inadequate treatment examination prescription or advice by **You** or anyone acting on **Your** behalf for a fee;
- k) **Injury** or **Damage** to property arising from incidents involving any dog described in Section 1 of the Dangerous Dogs Act 1991;
- l) the exposure to inhalation or fears of the consequences of exposure to or inhalation of the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of **Asbestos** including any product containing **Asbestos**;
- m) **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**;
 All **Pollution or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place;
- n) **Damage** to any property:
 - i. comprising the permanent or temporary works undertaken by **You** in the course of any contract or agreement and which is

- ii. against which **You** are required to effect insurance by reason of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or any other contract condition incorporating a similar requirement.
- o) any costs in rectifying or replacing defective work;
- p) **Injury or Damage** to property arising from **Goods Supplied** other than:
 - i. the sale or supply of food and drink;
 - ii. the disposal of furniture and furnishings previously used in the course of the **Business**.
- q) any costs incurred in recalling or making refunds in respect of any **Goods Supplied**;
- r) **Damage** to any **Goods Supplied** if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof;
- s) **Damage** to or the costs of or arising from the need for making good removal repair rectification replacement recall or making refunds in respect of any **Goods Supplied**;
- t) any claims against **You** or orders for **Compensation and Costs** and **Expenses** within the legal jurisdiction of the United States of America, Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered

A Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) at **Your** request:

What is not Covered

- i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
- ii. any director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**.

Provided that:

- a) **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;
- b) such persons are not entitled to indemnity under any other policy covering such liability;
- c) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply;
- d) **We** shall retain the sole conduct and control of all claims;
- e) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated in this Section of the **Schedule**.

B Cross Liabilities

If there is more than one **Insured** 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 liability does not exceed the Limit of Liability stated in this Section of the **Schedule**.

C Defective Premises Act

We will indemnify **You** in respect of **Injury** or loss or **Damage** to property which **You** may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **Premises** which have been disposed of by **You** and which prior to disposal were occupied by **You** in connection with the **Business**.

Any liability for:

- a) which **You** are entitled to indemnity under any other insurance policy;
- b) **Injury** or loss or **Damage** prior to any such disposal; and
- c) the cost of repairing, replacing or reinstating any defect or alleged defect in such premises.

D Health and Safety at Work Act 1974 etc.

We will indemnify **You** in respect of the **Costs**

Any fines penalties or award of **Compensation**

and Expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the **Territorial Limits** occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the territories stated in the **Territorial Limits**

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this Extension.

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**.

E Consumer Protection and Food Safety Acts - Legal Defence Costs

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Consumer Protection and Food Safety legislation enacted within the **Territorial Limits** occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under

Any fines penalties or awards of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the territories stated in the **Territorial Limits**

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

F Payment for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide **Compensation** to **You** at the following rates per day for each day on which attendance is required.

- c) any Director or Partner of the **Insured**
£250
- d) any **Employee**
£150

G Personal Belongings

We will indemnify **You** in respect of **Damage** to clothing and personal effects belonging to **Employees** or callers for which **You** are legally liable in connection with the **Business** during the **Period of Insurance**

Clothing and personal effects:

- a) being worked on or held for the purposes of being worked on; or
- b) being stored by **You** for a fee or other consideration.

H Data Protection Regulations

We will indemnify **You** and at **Your** request any Director or **Employee** in respect of legal liability to pay damages and claimants legal costs and expenses for damage or distress under the **Data Protection Regulations** for damage or distress caused in connection with the **Business** during the **Period of Insurance** Provided that **You** are appropriately licenced in accordance with the terms of the **Data Protection Regulations**.

Any liability in respect of:

Our maximum liability including all cost and expenses under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000.

- a) any damage or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- b) any damage or distress caused by any act of fraud or dishonesty;
- c) the **Costs and Expenses** of rectifying, rewriting or erasing **Data**;
- d) liability arising from the **Processing** of **Data** for reward or to determine the financial status of any person;
- e) any fines or penalties;
- f) the provision by **You** of the services of a **Data Processor**.

For the purposes of this Extension the phrases or words **Data Processor**, **Data** and **Processing** shall carry the same meaning as defined under the **Data Protection Regulations**.

I Overseas Personal Liability

We will indemnify **You** and at **Your** request any

Director Partner or **Employee** of **Yours** or any family member accompanying them in respect of legal liability incurred in a personal capacity arising out of:

- a) accidental **Injury** to any person;
- b) **Damage** to material property.

Occurring during the **Period of Insurance** whilst such persons are temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that:

- a) the conduct and control of all claims is vested in **Us**;
- b) any person entitled to indemnity under this Extension complies with and is subject to Terms Conditions and Exclusions of the **Policy** in so far as they can apply;

Our liability under this extension in respect of any one event.

Any liability arising from or out of:

- a) the ownership occupation or tenure of any land or building;
- b) the carrying on of any trade **Business** or profession;
- c) the ownership possession or use of animals (other than pet domestic animals) firearms (other than sporting guns) mechanically propelled vehicles and anything attached to them aircraft hovercraft or watercraft;
- d) the existence of contract or any agreement unless liability would have existed otherwise;
- e) property held in trust;
- f) **Injury to You** or any Director partner or **Employee** or any family member accompanying them.

Any liability where indemnity is provided by any other policy.

J Indemnity to Individual Residents

We will at **Your** request indemnify the **Resident** of any **Residential Unit** against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Any liability of the **Resident** arising as occupier of any **Residential Unit**.

K Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and

Any fines penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other Insurance.

The **Costs and Expenses** of any investigation or Prosecution brought other than under the laws of the territories stated in the **Territorial Limits**

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order.

that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

L Legionellosis

Notwithstanding any exclusion for **Pollution or Contamination**, **We** will provide indemnity to **You** in respect of liability for **Injury** caused by **Legionellosis** arising out of **Your Business** provided that all claims arising out of the same isolated repeated or continuing incidence of **Legionellosis** shall be deemed to be made in the same **Period of Insurance** when:

- a) the first claim was first made in writing to **You**, a director or partner and notified to **Us**; or
- b) the first notification of any circumstance was first made to **Us**;

For the purposes of this extension the term '**Legionellosis**' shall be defined as follows:

The discharge, release or escape of legionella from water tanks, water systems, air conditioning plants, cooling towers and the like

Our liability under this extension for **Compensation** and **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed the limit of indemnity in the **Schedule**;

We will not be liable for any **Injury** caused by **Legionellosis** occurring in the United States of America or Canada.

Special Provisions Applicable to this Section

These Special Provisions apply only to this Section.

1. Discharge of Liability

We may pay the Limit of Liability or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment.

2. Excess

We will not be responsible for the first amount of any claim as stated in the **Policy**.

Section 4 – Employers’ Liability

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Definitions

Refer to the Policy Definitions on pages 12 to 17. The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

Costs and Expenses

- a) Costs and expenses of claimants for which **You** are legally liable.
- b) Other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Solicitors’ fees incurred with **Our** written consent for:
 - iii. defence in any court of summary jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - iv. representation at a coroner’s court or fatal accident inquiry in respect of any death

in connection with any event which is or may be the subject of indemnity under this Section.

Geographical Limits

- a) **Territorial Limits**; or
- b) elsewhere in the world arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits** in respect of the performance of non-manual work.

Cover

What is Covered

We will indemnify You against all sums that You become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Geographical Limits** and arising out of their employment by You in the course of the **Business**.

Limit of Liability

Our liability under this Section for **Compensation** and **Costs and Expenses** payable in respect of any one event will not exceed the amount stated in this Section of the **Schedule**.

What is not Covered

We will exclude liability:

- a) arising out of **Injury** to any **Employee** who is working visiting or travelling **Offshore**;
- b) any work away from the **Premises** other than non-manual commercial duties collection or delivery;
- c) as a result of **Terrorism** but as far as concerns **Injury** as a result of **Terrorism** to any **Employee** which arises out of and in the course of employment or engagement by You the limit of liability under this Section shall not exceed £5,000,000 in respect of any one event;
- d) for which compulsory motor insurance or security is required to be arranged by You under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland 1993) or any other compulsory Road Traffic Act Legislation.
- e) of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by You.
- f) arising out of employment practices, disputes related to employment or prospective employment of any person or persons including but not limited to:
 - i. wrongful, unfair or constructive dismissal;

- ii. denial of natural justice, defamation, misleading representation or advertising;
- iii. refusal to employ a suitably qualified applicant or failure to promote; or
- iv. coercion demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination;

but this exclusion does not apply in respect of any damages for **Injury** required by any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered

What is not Covered

A Payment for Court Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide **Compensation** to **You** at the following rates per day for each day on which attendance is required.

- a) any Director or partner of the **Insured**
£250
- b) any **Employee**
£150

B Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury** Provided that:

- a) such **Injury** is sustained whilst working in connection with the **Business** caused during the **Period of Insurance** and within the **Territorial Limits**;
- b) liability for such **Injury** is caused by another working partner proprietor or **Employee**;
- c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or

Employee responsible for the Injury.

C Health and Safety

We will indemnify You in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the **Territorial Limits** occurring during the **Period of Insurance** where there is also a claim or potential claim against You for **Compensation** covered by this Section.

You must obtain Our prior consent to legal representation and We will only agree to payment on a fee basis agreed by Us.

In addition, We will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn We will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The costs and expenses of an appeal against improvement or prohibition notices.

Any costs and expenses covered by any other insurance.

The costs and expenses of any investigation or prosecution brought other than under the laws of the territories stated in the **Territorial Limits**

The costs and expenses in respect of any deliberate act or omission by You.

The costs and expenses on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred under this Extension.

The costs and expenses in respect of any activity or risk excluded from this **Policy**.

Our liability under this Extension for **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

D Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by You in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement We will at Your request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for **Compensation** is obtained in a court of law within the territories stated within the **Territorial Limits** against a company partnership or individual other than You conducting **Business** at or from **Premises** within the **Territorial Limits**;
- b) there is no appeal outstanding;

- c) this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**.
- d) If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

E Additional Persons Insured

We will subject to the terms of this **Policy** indemnify:

- a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) at **Your** request:
 - i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;
 - ii. any director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**.

Provided that:

- a) **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;
- b) such persons are not entitled to indemnity under any other policy covering such liability;
- c) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply;
- d) **We** shall retain the sole conduct and control of all claims;
- e) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of and **Compensation** and **Costs and Expenses** will not exceed the amount stated in this Section of the **Schedule**.

F Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in

Any fines penalties or award of **Compensation**

connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this Section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the territories stated in the **Territorial Limits**

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order.

Special Provisions Applicable to this Section

These conditions of cover apply only to this **Policy** extension.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Discharge of Liability

We may pay **You** the limit of liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the limit of liability.

2. Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Section 5 – Landlord’s Legal Solutions

All General Exclusions, General Conditions and some General Claims Conditions also apply to this section

Definitions

Also refer to the **Policy** definitions on pages 12 to 17. The following additional definitions apply to this Section 5 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set in this Section and the definitions set out on pages 12 to 17, where used in this Section the definitions set out in this Section shall prevail:

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) **Your** basic wages or salary from **Your** work as an employee while attending court at the request of the **Appointed Advisor** where **Your** employer does not pay **You** for time lost and payment is not recoverable from another party. The maximum the **Insurer** will pay is £100 per day and £1,000 in total.
- d) Accommodation and/or storage costs for Insured event B a).

Insured/You/Your

The individual, partnership or corporate body named in the **Schedule**, including any subsidiary and/or associated companies declared to **Us**.

Insurer/We/Us/Our

The insurance company named in the **Schedule** on whose behalf this insurance document is issued.

Period of Insurance

The period shown in the **Schedule** to which this **Policy** attaches.

Property

The residential property shown in **Your Schedule** to which this **Policy** attaches and which is located in England, Wales, Scotland, Northern Ireland, the Isle of Man or Channel Islands.

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

- d) where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000.

Tenancy agreement

An agreement to let **Your Property**:

- a) under assured shorthold tenancy; or
- b) under an assured tenancy as defined by the Housing Act 1988 as amended by the housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010; or
- c) under a Scottish private residential tenancy as defined by the Private Housing (Tenancies) (Scotland) Act 2016; or
- d) under a short assured tenancy or assured tenancy as defined by the Housing (Scotland) Act; or
- e) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
- f) to a limited company or business partnership for residential purposes by its employees; or
- g) where **You** live at **Your Property** and have one or two written licence agreement(s) which contain(s) a termination clause.

Cover

Following an insured event, the **Insurer** will pay **Costs and Expenses** up to £50,000 in respect of each and every claim or claims related by time or originating cause subject to all of the following requirements being met:

- a) **You** keep to the terms of this **Policy**, and cooperate fully with **Us**;
- b) **Your** claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to **Us**:
 - during the **Period of Insurance**;
 - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim;
 - within 30 days of rent first becoming overdue if **Your** claim concerns rent arrears.
- c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:
 - i. falling under the jurisdiction of the small claims court; and/or
 - ii. before proceedings have been or need to be issued.
- d) any dispute will be dealt with by a court

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

What is Covered

What is not Covered

A Repossession

Cover to pursue **Your** legal rights to repossess **Your Property** that **You** have let under a **Tenancy Agreement** provided **You**:

Any claim where **You** are seeking a right of possession where the court may find that the named ground of possession applies.

- a) have demanded rent in writing from **Your** tenant as soon as it is overdue and can provide evidence of this;
- b) have given the tenant the correct notices for the repossession of **Your Property**;
- c) are seeking a right of repossession where the court **MUST** find that the named ground of possession applies under:
 - i. Schedule 2, Parts 1 and 2 (grounds 1 to 16); or
 - ii. Schedule 5, Part 1 (grounds 1 to 16); or
 - iii. Part 1, Section 21; or
 - iv. Part 2, Section 33.

*(Visit the **Insurer's Landlords' Legal Services** website to download notices demanding payment of late rent, and Section 8 and 21 notices with covering letters.)*

where **You** have a licence agreement for **Your Property** **You** will be seeking to invoke the termination clause or

*(Visit the **Insurer's Landlords' Legal Services** website to download a licence agreement to let a room to a lodger.)*

where **You** have a legal right to repossess **Property** that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

B Accommodation and Storage Costs

- a) **Your** accommodation costs while **You** are unable to get possession of **Your Property**.
 - b) costs incurred for storage of **Your** personal possessions while **You** are unable to reoccupy **Your Property**
- a) accommodation costs exceeding £175 per day up to a maximum of £5,250 in total.
 - b) storage costs exceeding £50 for each complete week up to maximum of £300 in total.

Provided that:

- a) possession is sought because **You** wish to live at **Your Property**; and
- b) **You** book and pay for accommodation and storage with **Our** consent and seek reimbursement of the agreed costs from **Us**.

C Prosecution Defence

A prosecution against **You** that arises from **You** letting out **Your Property**.

D Recovery of Rent Arrears

Pursuit of **Your** legal right to recover rent due under a **Tenancy Agreement** for **Your Property**.

E Property damage, nuisance and trespass

- a) An event which causes visible damage to **Your Property** and/or anything owned by **You** at **Your Property**, provided that in respect of a claim against **Your** tenant for damage **You** have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the **Property** which the tenant has signed.
- b) A public or private nuisance or a trespass relating to **Your Property**.
- Any claim arising from or relating to:
- a) damages to **Your Property** that arises from or relates to a contractual agreement other than a tenancy agreement
 - b) trespass by **Your** tenant or ex-tenant
 - c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on **Your Property** by any government, local or public authority.
-

General Conditions applicable to Section 5 (Landlord's Legal Solutions)

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of the **Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this Section of the **Policy** shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation. This **Policy** will be governed by English law.

B. An Insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.
- c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer**.
- d) keep **Costs and Expenses** as low as possible.

C. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Claims Conditions C – Arbitration.

D. Consent

The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.

E. Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) If:
 - i. **We** agree to start proceedings or proceedings are issued against an **Insured**, or
 - ii. there is a conflict of interest, orthe **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.
- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- d) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.

F. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

G. Other Insurance

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

General Exclusions applicable to Section 5 Landlord's Legal Solutions

The **Insured** is not covered for any claim arising from or relating to:

- a) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- b) any claim occurring during the first 90 days of the first **Period of Insurance** where the **Tenancy Agreement** started before the start of this **Policy** (except where **You** had equivalent cover in force immediately prior to the start of this **Policy**)
- c) any civil action brought against **You** by **Your** tenant
- d) an allegation or prosecution against **You** involving:

- a. assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration
- b. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- e) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)
- f) a judicial review;
- g) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Condition C – Arbitration a managing agent or the party who sold **You** this **Policy**.

Claims Conditions Applicable to Section 5 - Landlord's Legal Solutions only

Where an event which could give rise to a claim under Section 5 of the **Policy** happens **You** will:

- a) notify **Us** as soon as possible.
- b) under no circumstances should **You** instruct **Your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.

Details of how **You** can download or request a claim form can be obtained from the **Schedule**. **Your** completed claim form and supporting documentation can be submitted to **Us** by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received.

Within five working days of receiving all the information needed to assess the availability of cover under Section 5 of the **Policy**, **We** will write to **You** either:

- a) confirming cover under the terms of the **Policy** and advising **You** of the next steps to progress **Your** claim; or
- b) if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.

When a lawyer is appointed they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Landlord's Emergency Solutions

This section is provided by Arag Plc and will pay up to £500 for an approved contractor to come to **Your** rented property and make emergency repairs, for full details on cover, exclusions and conditions please click on the link below:

<https://www.brokerexpress.co.uk/documents/business-emergency/Landlord's-Emergency-Solutions-Section-V1.1-DEC22.pdf>

General Policy Conditions

You must comply with the following conditions to have the full protection of the **Policy**. Each Section of the **Policy** has conditions and they must be read in conjunction with the following General Policy Conditions:

A. Alteration of Risk

You or **Your** insurance broker or intermediary firm must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to adjustments to **Your** premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have canceled the **Policy** had **You** told **Us** of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and/or
- c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

B. Identification

The **Policy Schedule** and any **Endorsements** will be read as one document.

A particular word or phrase which is not defined will have its ordinary meaning.

C. Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable in the event of a claim or potential claim under this **Policy**.

D. Reasonable Precautions

You must:

- a) maintain the **Premises** in a satisfactory state of repair;
- b) take all reasonable precautions to prevent:
 - i. **Damage** to the **Property** insured;
 - ii. **Injury** to any person or **Damage** to their property.
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;
- d) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by

- any authority;
- e) exercise care in the selection and supervision of **Employees**;
- f) comply with all relevant safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner;
- g) keep books with a complete record of purchase and sales.

If **You** do not comply with this condition, **We** may not pay **Your** claim.

E. Waiver of Subrogation Rights

In the event of a claim arising under this **Policy** **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary in each case as defined by current legislation;
- c) any **Resident** of the **Premises** unless the **Damage**:
 - i. has been occasioned or contributed to the fraudulent or criminal or malicious act of such **Resident**;
 - ii. has been caused by impact by any road vehicle belonging to or under the control of the **Resident** or his **Employees**;
 - iii. has occurred to parts of the **Premises** not leased or rented by such **Resident**.

F. Insurable Interest

The insurable interest in the insurance by this **Policy** shall not be transferred without **Our** written consent.

This **Policy** shall be avoided if:

- a) **Your** interest ceases other than by death;
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

G. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent [dishonest] or exaggerated claim under the **Policy**;
- b) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- i. refuse to pay the claim;
- ii. declare the **Policy** void from the date of the fraud without any refund of premium; and
- iii. recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the Police of the circumstances.

H. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Policy Exclusions

The following General Policy Exclusions apply to all Sections of the **Policy** and all clauses Extensions and **Endorsements** unless otherwise stated.

We will not be liable for any claim in respect of:

A. Date Recognition

Any claim directly or indirectly caused by or consisting of or arising from the failure or inability of any:

- a) computer data processing equipment electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program telecommunication equipment or systems or any similar device;
- b) media or systems used in connection with anything referred to in (a) above.

whether **Your Property** or not and whether occurring before during or after the year 2000 to:

- i. correctly recognise any date as its true calendar date;
- ii. capture save or retain and/or correctly manipulate interpret or process any **Data** or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- iii. capture save or retain and/or correctly process any **Data** as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of **Data** or the inability to capture save retain or correctly process such **Data** on or after any date

but this will not exclude in respect of Sections 1 or 2 **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake **Storm Flood** escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is insured by the Sections.

This exclusion is not applicable to Section 4 – Employers Liability

B. Deliberate or Criminal Acts

Any loss or **Damage**:

- a) deliberately caused by; or
- b) arising from a criminal act caused by;

You or any person living with **You**.

C. Events before cover

Loss, **Damage**, injury or liability which occurred before the cover under this **Policy** started.

D. Loss of Data and e-risk

Damage to Data arising out of but not limited to:

- i. loss destruction or corruption of **Data** whether in whole or part;
- ii. unauthorised appropriation use access or modification of **Data**;
- iii. unauthorised transmission of **Data** to any third parties;
- iv. misinterpretation use or misuse of **Data**;
- v. operator error.

- b) **Damage** arising directly or indirectly from:
- i. the transmission or impact of any **Virus or Similar Mechanism**;
 - ii. **Hacking**;
 - iii. **Denial of Service Attack**;
 - iv. **Failure of a System** (including such failure arising from any server, back-up system, cloud or anything else that may be external to the system itself);
 - v. anything described in paragraph (a) above.

or any loss liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, or resulting from, anything in a) or b) above.

Other than for Section 3 - Property Owners Liability, Section 4 - Employers' Liability and Section 5 – Landlord's Legal Solutions, in the event of damage to any **Computer and Electronic Business Equipment** giving rise to an ensuing cause that is a '*specified peril*' (as listed below), this Exclusion shall not operate to exclude **Damage to Your Property** caused by any such ensuing '*specified peril*' nor **Business Interruption** directly resulting from such **Damage**.

For the purposes of this clause, however, **Data** shall not be regarded as being material property and therefore there is no cover provided for **Damage to Data** or for any amount pertaining to the value of **Data**. **Damage** caused by any **Computer and Electronic Business Equipment** to itself, or by a system incorporating any **Computer and Electronic Business Equipment** to itself, is also excluded.

The '*specified perils*' are: Fire, lightning, explosion, aircraft, impact by any motor vehicle, **Storm**, tempest or **Flood**.

E. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances
- b) **Terrorism**

In any action suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by the **Policy** the burden of proving such **Damage** loss or expense or **Indirect Loss** is covered will be upon **You**.

F. Pollution or Contamination (applicable to Sections 1 and 2)

Damage to the **Property** or any **Indirect Loss** caused by or arising from **Pollution or Contamination** (unless otherwise excluded).

This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils:

- a) fire, lightning, explosion, impact of aircraft;
- b) motor vehicle impact sonic boom;
- c) accidental escape of water from any tank apparatus or pipe;
- d) riot, civil commotion, malicious **Damage**;
- e) **Storm** hail **Flood** inundation earthquake;
- f) **Landslide Subsidence** pressure of snow, avalanche volcanic eruption;

If a peril not excluded from this **Policy** arises directly from **Pollution or Contamination** any **Damage** arising directly from that peril shall be covered.

All other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this exclusion.

The following definition applies to this exclusion and will keep the same meaning wherever it appears in this exclusion:

Pollution or Contamination

Contamination pollution soot deposition impairment with dust chemical precipitation adulteration poisoning impurity epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

G. Pressure Waves

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

H. Radioactive Contamination and Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

I. Terrorism

Subject otherwise to the terms definitions exclusions provisions and conditions of the **Policy** and other than in relation to Section 4 (Employer's Liability), **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising from or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **Terrorism**;
- b) any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

J. War and Government Action

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **War**;
- b) **Government Action**.

The following definitions apply to this exclusion and will keep the same meaning wherever they appear in relation to this exclusion:

War

Means war invasion acts of foreign enemies hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action

Means martial law confiscation nationalisation requisition seizure or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

K. Water Table

Any **Damage** attributable solely to a change in the water table level.

L. Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above

This exclusion shall not apply in relation to Section 4 (Employers' Liability) or Section 5 (Landlord's Legal Solutions)

M. Power Outage

Any loss or **Damage** or interruption or interference arising from a partial or total power outage or failure of supply occasioned by:

- a) the deliberate act of any public utility provider, or by the exercise by any such provider of its power to withhold, reduce or restrict supply or provision, of a public utility, whether or not at the instruction of any government body or other relevant authority;
- b) the inability of any public utility provider to supply or provide a public utility due to demand for the public utility exceeding the provider's production capacity and/or available supply.

This exclusion shall not apply in relation to Section 5 (Landlord's Legal Solutions) or the Landlord's Emergency Solutions Section.

Claims Conditions

A. Making a claim - Applicable to all Policy Sections other than Section 5 – (Landlord’s Legal Solutions)

Where an event which could give rise to a claim under the **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i. 30 days of **Your** becoming aware of the event or occurrence or
 - ii. 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons;
- b) provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim;
- c) notify the police immediately of **Damage** caused by malicious persons or thieves;
- d) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- e) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- f) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under the **Policy**;
- g) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- h) 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;
- i) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter;

If **You** do not comply with these conditions **We** may not pay **Your** claim.

B. Our control of claims - Applicable to all Policy Sections other than Section 5 – (Landlord’s Legal Solutions)

We will be entitled:

- a) on the happening of any **Damage** to the **Property** to enter take and keep possession of the **Premises** where **Damage** has happened and to take and keep possession of the **Property** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of the **Policy** and the **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 the **Policy** and **You** will give all information and assistance **We** may reasonably require.
- 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 either:
 - i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under the **Policy**;
 - or
 - ii. make payment in money to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under the **Policy**.

C. Arbitration - Applicable to all **Policy** Sections other than Section 3 (Property Owners Liability) and Section 4 (Employers' Liability)

- a) If **We** accept liability but **You** disagree with the amount **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions;
- b) An award made by the arbitrator will be a condition precedent to a right of legal action against **Us**;
- c) This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

D. Contribution - Applicable to all **Policy** Sections other than Section 5 – (Landlord's Legal Solutions)

Applicable to Section 3 (Property Owners Liability) and Section 4 (Employers' Liability):

- a) if the insurance provided by these Sections are also covered by any other insurance policy (or would be but for the existence of these Sections) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been affected;

Applicable to other all Sections other than Section 3 (Property Owners Liability) and Section 4 (Employers' Liability):

- a) where **Damage** or liability covered by the **Policy** is also covered by any other insurance policy (or would be but for the existence of the **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance policy is subject to a condition of average and the **Policy** is not, the **Policy** will become subject to the same condition of average applicable in the other insurance policy;
- c) if the **Property** covered by the other insurance policy is subject to a provision excluding proportional payment in whole or in part, the payment **We** make will be limited to the proportion of **Damage** as the sum insured bears to the value of the **Property**.

E. Discharge of Liability - Applicable to all **Policy** Sections other than Section 5 – (Landlord's Legal Solutions) and Section 4 (Employers' Liability)

We may pay **You** the limit of liability or any lesser amount for which any claim or claims against **You** can be settled taking into account any amount already paid and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the limit of liability.

F. Subrogation - Applicable to all **Policy** Sections other than Section 5 – (Landlord's Legal Solutions)

Any claimant under the **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**.