



POLICY WORDING

ONLINE COMMERCIAL PROPERTY OWNERS' POLICY WORDING

FROM SME & PL PROPERTY OWNERS DIVISION



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About Your Policy

This **Policy** has been produced by Pen Underwriting Limited a Managing General Agent of the **Insurers** stated in the **Schedule**. The **Insurers** have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for **You** on their behalf.

This **Policy** wording explains the insurance provided under this contract. The **Policy** is a contract between **You** and the **Insurers** stated in the **Schedule under the 'Identity of Insurers' Endorsement**. Any reference in this document to '**We**', '**Us**', '**Our**' or the '**Insurer**' is a reference to the Insurer(s) stated on the **Schedule under the 'Identity of Insurers' Endorsement**. Any reference in this document to '**You**', '**Your**', or the '**Insured**' is a reference to the **Insured** stated on the **Schedule**.

Each section may include terms, definitions, conditions and exclusions unique to the section which should be read in conjunction with the **Policy's** General Definitions, General Conditions and General Exclusions.

The General Conditions and conditions as applicable to Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) set out the parties' obligations that should be complied with.

An **Endorsement** forms an addition to the section and varies the insurance provided by the section.

The **Schedule** or appendix and any **Endorsement** should be read together for precise details of **Your** insurance protection.

Please take care to review all documentation carefully to ensure that the information provided accurately reflects **Your** circumstances and that the cover provided suits **Your** requirements.

You should pay particular attention to any terms marked up as **Condition Precedent** as well as any Condition or Exclusion including **Endorsements** which may require **You** to take action.

IMPORTANT

This **Policy** is a legal contract.

You have a duty to make a fair presentation of the risk pursuant to General Condition 6 (Fair presentation of the risk).

Therefore, **You** should ensure that any information **You** have provided to **Us** including the content of any application form, declaration and /or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all.

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

If **You** are not sure whether certain facts are relevant, please speak with **Your** insurance broker. If **You** do not tell **Us** about relevant changes, **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 to **Us**, Pen Underwriting Limited or **Your** insurance broker.

This **Policy** contains **(CONDITION PRECEDENT)** which **You** must comply with or **We** will not pay a claim.

It is **Your** responsibility to maintain and look after **Your Premises** and **Property Insured**. This **Policy** is intended to provide **You** with cover against events that are sudden and unforeseen, for example fire or flood. **We** will not cover **You** for **Damage** that happens gradually over time like damp, or rot, or for **Damage** caused by wear and tear, or for, general maintenance costs such as repairs to defective rendering or general roof repairs.

Tom Downey
Chief Executive,
Pen Underwriting Limited



How to make a Claim

What to do in the event of a claim under Sections A (Property Damage), Section B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability)

At Pen Underwriting Limited, we understand that claims form a critical component of our offering the moment the **Policy** becomes tangible and we are relied upon to deliver upon our commitment to **You**.

Pen Underwriting Limited have assembled an experienced team who embody our three key principles of:

1. Partnership – working together to achieve the optimum outcome to the claim
2. Expertise – we employ staff and engage service providers who are experts in their field
3. No-nonsense – we apply a flexible and proactive approach to the claims process

You can notify **Your** claim in any of the following ways paying particular attention to the important Claims Conditions within the General Conditions

Telephone: 0333 010 7190

New Claims E-mail: uk.newclaims@penunderwriting.com

Existing Claims E-mail:

uk.penmanchesterclaims@penunderwriting.com

For claims occurring outside of normal office hours where immediate action is required, please contact 0161 838 6600

What to do in the event of a claim under Section E (Residential and Commercial Landlords Legal Expenses)

Please refer to the 'How to make a Claim' advice within Section E (Residential and Commercial Landlords Legal Expenses)

Helplines

Legal Helpline – Policy Section E (Residential and Commercial Landlords Legal Expenses)

Please refer to the 'Legal Helplines' advice within Section E (Residential and Commercial Landlords Legal Expenses)

Oil / Chemical Spill Response 0333 333 9973

Call 0333 333 9973 (24 hours, 365 days) to speak to one of our qualified incident advisors for free initial telephone advice.

If the advisor and **You** feel further intervention is needed **We** will mobilise a response team to the site to take charge of the situation. Additional remediation and restoration work can be carried out if required (additional charges may apply).

Customer Information

Registration and Regulatory information for Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability)

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493). Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311. www.penunderwriting.co.uk

Insurance cover under sections A (Property Damage, B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability) is provided by the **Insurers** as identified in the 'Identity of Insurers' **Endorsement** within the **Schedule**. Pen Underwriting Limited are the agents of the **Insurers**.

Registration and Regulatory information Section E (Residential and Commercial Landlords Legal Expenses)

Insurance cover under Section E (Residential and Commercial Landlords Legal Expenses) is provided by the Insurers as identified in the 'Identity of Insurers' **Endorsement** within the **Schedule**. Pen Underwriting Limited are the agents of the **Insurers**.

You can check the regulatory status of each firm on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

How to make a Complaint under Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability)

At Pen Underwriting Limited, it is always our intention to provide a high level of service. However, it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns particularly if it relates to the way **Your Policy** was sold and **You** should contact them directly in the first instance. They will do their best to address the problem and satisfactorily resolve at this stage.

Alternatively, **You** can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting **Your Policy** and/or Claim number. We will investigate **Your** concerns.

When **You** contact us, we promise to;

- fully investigate **Your** complaint
- keep **You** informed of progress
- do everything possible to resolve **Your** complaint
- learn from our mistakes
- use the information from **Your** complaint to proactively improve our service in the future.

Address:
Pen Underwriting Limited Complaints
3rd Floor Spectrum Building
55 Blythswood Street
Glasgow G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

How to make a Complaint under Section E (Residential and Commercial Landlords Legal Expenses)

Please refer to Section E (Residential and Commercial Landlords Legal Expenses)

Financial Ombudsman Services

You can also contact **Your Insurer**, contact details can be found in the **Schedule**.

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them.

Further details on eligibility and the referral process can be found on the FOS Website.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financialombudsman.org.uk

Your rights

We must accept the Ombudsman's final decision, but **You** are not bound by it and may take further action if **You** do not accept it.

Your rights as a customer to take legal action remain unaffected by the existence or use of **Our** complaint's procedure. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **You** have given us the opportunity to resolve **Your** concern and **You** are:

- a consumer;
- an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million;
- a charity with an annual income of less than £1 million; or

- a trustee of a trust with a net asset value of less than £1 million.

Our complaints process

In our experience many problems can be resolved by speaking to the staff directly responsible for the handling of **Your Policy** or **claim**. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When **You** contact **Us**, We promise to;

- fully investigate **Your** complaint
- keep **You** informed of progress
- do everything possible to resolve **Your** complaint
- learn from **Our** mistakes
- use the information from **Your** complaint to proactively improve **Our** service in the future.

How to Cancel Your policy – All sections Your Right to Cancel

You have the right to cancel the insurance policy within fourteen (14) days of receiving the **Policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the **Policy** document on the business day following the date it was posted to **You** by first class post or, if sent by e-mail, the day the e-mail was sent provided it was sent before 4pm (if sent after 4pm, it will be deemed that **You** will have received the **Policy** document on the business day following the date it was sent).

If **You** do cancel this insurance within the initial fourteen (14) day period, then no cover will have been in place from the date of inception, as specified in the **Schedule** and no liability whatsoever shall attach to the **Insurers** in respect of the **Policy**.

If **You** do not exercise **Your** right of cancellation within the initial fourteen (14) day period, this insurance **Policy** will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial fourteen (14) day period, this insurance **Policy** may be cancelled at any time at **Your** written request by giving notice and providing there has not been a claim **Insurers** will refund a proportionate part of **Your** premium.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**.

Financial Services Compensation Scheme

The providers of this insurance as defined in this **Policy** are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations **You** may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

Further information is available from:
Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London
EC3A 7QU

Telephone 020 7741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Data Protection – How We use Your information

Pen Underwriting Limited are the data controller of any personal data **You** provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **Your** personal data is used, shared, disclosed and retained, **Your** rights in relation to **Your** personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **Your** data. Please ensure **You** review our Privacy Notice periodically to ensure **You** are aware of any changes.

If **You** are entering into this agreement in the course of **Your Business**, or as a charity, for charitable purposes and providing information on other individuals to us, for example **Your Employees** and/or any other party that would be covered under the insurance **Policy** we may be placing or services we may provide to **You**, **You** shall ensure that individuals whose personal data **You** are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that **You** have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **You**.

Fraud Prevention and Detection

In order to prevent or detect fraud we will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud

prevention agencies may use this information in their own decision making processes. We may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances we conduct credit reference checks and how these checks might affect **Your** credit rating by contacting us.

Disclosure of Other People's Personal Information

You should show this notice to anyone whose personal information **You** provide to us. **You** must ensure that any such information **You** supply relating to anyone else is accurate and that **You** have obtained their consent to the use of their data for the purposes set out above.

Consent

By providing us with information, **You** also provide us with **Your** consent and that of any other person whose information **You** provide, to the personal information being used for the purposes set out above.

Employers' Liability Tracing Office

Certain information relating to **Your** insurance **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 (the ELTO) and added to an electronic database (the 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 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 Database will be managed by the ELTO.

The 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.

By entering into this insurance **Policy**, **You** will be deemed to specifically consent to the use of **Your** insurance policy data in this way and for these purposes.

The Law that Governs this Policy

This **Policy** shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

Introduction to Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability)

This **Policy** consist of each Section of this **Policy**, **Property Owners Policy Limits** this Introduction, Customer Information, General Definitions, General Conditions, **Claims Conditions**, General Exclusions, Covers Insured, various Sections, the **Schedule** and any **Endorsement** together shall be read as one document.

Any word or expression given a specific meaning in:

- 1) the **Schedule** any **Policy Endorsement** or this Introduction, Customer Information and the General Definitions, Exclusions, and Conditions shall have the same meaning throughout the **Policy** unless stated otherwise;
- 2) an individual Section or any Section **Endorsement** shall have the same meaning throughout such Section or **Endorsement** only unless stated otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and are bold within the **Policy** wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** by payment or, at **Our** option, by **Reinstatement**, in respect of loss, liability, destruction, **Damage**, accident or injury, to the extent of and subject to the terms contained in or endorsed on the **Policy**.

The **Schedule** shows the Sections of the **Policy** that are 'operative'.

General Definitions applicable to Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability)

Certain words in this **Policy** have special meanings. These words and their meanings are detailed below. The definition applies wherever the words begin with a capital letter and are in bold.

Act of Terrorism

An act or series of acts including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Bodily Injury

Accidental injury not including sickness, disease or any naturally occurring condition or degenerative process or any gradually operating cause.

Building(s)

Buildings of the **Premises** stated in the **Schedule** including:

- a) landlords' fixtures and fittings;
- b) glass and sanitaryware for which the landlord is responsible;
- c) outbuildings, extensions, annexes, gangways, canopies, tunnels, fixed signs, temporary buildings, conveniences, lamp posts and street furniture;
- d) walls, gates and fences;
- e) drains, sewers, piping, ducting, cables, wires, aerials, satellite dishes and associated control gear and accessories on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility;
- f) yards, car parks, roads, bridges, pavements, walkways, forecourts and similar surfaces all constructed of solid materials;
- g) tenants' improvements if **You** are responsible and property comprising fixtures and fittings (but excluding movable contents) formerly the property of tenants but relinquished to **You** at the time of the surrender of the lease;
- h) In respect of **Residential Buildings**:
 - i) cess pits and septic tanks;
 - ii) solar panels and turbines attached to the buildings;

- iii) swimming pools, hard tennis courts, squash courts, gymnasias used by tenants for domestic and leisure purposes

- i) **Landlords' Contents** not otherwise insured under Item 2 on the **Schedule** for an amount not exceeding the limit stated in the **Schedule**;

- j) professionally installed solar panels and professionally installed wind turbines.

Business

Your trade described in the **Schedule**.

Business Books

Your books of accounts or other business books or records relating to the administration and finances of **Your** Business.

Claimant

Any third party making a **Claim** against **You**.

Claim

A written demand, notice, or other written communication received made by a **Claimant** and brought against the **You** asserting a liability or responsibility for **Compensation** or relief.

Commercial Building

Buildings let or intended for commercial occupation or use including mixed use premises where parts are intended for or are in use as residential occupation.

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or **Damage** to property

Compensation

(Applicable to Section C Property Owners' Liability and Section D Employers' Liability)

- a) monetary compensation which a **Claimant** is legally entitled to recover from **You** in civil proceedings but excluding:
 - i) aggravated, punitive and exemplary damages;
 - ii) criminal fines and penalties; and
- b) a **Claimant's** legal costs and expenses which the **Insured** is legally liable pursuant to any **Claim**.

Computer System

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

Condition Precedent

A condition which must be complied with by **You** before **We** are liable for a claim.

Consequential Loss

Any loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** to **Property Insured** used by **You** at the **Premises** for the purpose of the **Business**.

Costs and Expenses (Applicable to Section C Property Owners' Liability and Section D Employers' Liability)

Your reasonable legal costs and expenses necessarily incurred with **Our** written consent (such consent not to be unreasonably withheld or delayed) by, or on **Your** behalf of in the investigation, defence, settlement or appeal of any **Claim** or matter which is covered (or it is upheld, would be covered) under the **Policy**.

Provided that **We** shall not be liable for Costs and Expenses:

- i) where in the written opinion of Senior Counsel (whose appointment is at **Our** sole discretion) is that **Costs and Expenses** should not extend, or continue to extend to the support of the defence of the **Claim** because **You** have no reasonable prospects of success;
- ii) for an actual or alleged breach of the Health and Safety Work etc Act or Health and Safety at Work (Northern Ireland) (and/or any legislation of similar effect);
- iii) for an actual or alleged breach of the Consumer Protection Act 2007 (and/or any legislation of similar effect);
- iv) for an actual or alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 (and/or any legislation of similar effect);

- v) arising out of the defence of any proceedings in a Court Order for Summary Jurisdiction in respect of matters which may form the subject of Indemnity by this **Policy**.

Costs and Expenses does not include **Your** costs or overheads or time.

Covers Insured

A specified peril as listed under Section entitled 'Covers Insured' of this **Policy**.

Cyber Act

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

Cyber Incident

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

Cyber Loss

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

Damage(d)

Any physical loss or property destruction of or damage to tangible property.

Data

Any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

Any **Property Insured** by the **Policy** on which **Data** can be stored but not the **Data** itself.

Data Protection Legislation

The General Data Protection Regulation, the UK Data Protection Act 2018 where and to the extent that English Law is applicable, and European Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them, and all other applicable laws relating to processing of personal data, privacy and cybersecurity which may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities.

Denial of Access

Nuisance, trespass or interference with any easement, right of air, light, water or way.

Employee(s)

Any natural person who is:

- a) under a contract of service or apprenticeship with **You**;
- b) a labour master or labour only subcontractor or persons supplied by any of them;
- c) a self-employed person;
- d) under a work experience scheme;
- e) hired or borrowed by **You** from another employer.

and working for **You** in connection with the **Business** while under the **Insured's** direct control or supervision.

Endorsement

A change in the terms and conditions of this insurance as shown in the **Schedule**.

Estimated Rent Receivable

The amount declared by **You** to **Us** as representing not less than the **Rent Receivable** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months

Excess

The amount stated in this **Policy**, the **Schedule**, the Certificate or any **Endorsement** to this **Policy** for which **You** are responsible and which will be deducted from any payment under this **Policy** as ascertained after the application of all other terms and conditions of this **Policy**.

Incident

Damage to property used by **You** at the **Premises** for the purpose of the **Business**.

Indemnity Period

The period beginning with **Incident** giving rise to the interruption or interference and ending no later than the **Maximum Indemnity Period**, where the results of the **Business** are directly impacted because of the incident. The end of your **Policy** will not limit this period in consequence thereof.

Knowledge

Your actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in Public Records.

Landlords' Contents

Furniture, furnishings, potted plants, potted trees and shrubs, gardening equipment, video, audio, building management systems and security equipment and other similar property of **Yours** or for which **You** are responsible all while contained in or on the **Buildings** insured, the contents of fuel tanks, statues and garden furniture at the **Premises**.

Landlords' Contents shall only include those contents in common areas in respect of **Residential Buildings**.

Licence

The licence granted for the retail sale of excisable liquor at the **Premises**.

Limit of Liability

Our maximum liability under this **Policy** as stated in the **Schedule**.

Loss of Eye

Permanent and total loss of sight:

- a) in both eyes if the Assured's name is entered on the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale. This means that the Assured would see at three (3) feet what should be seen at sixty (60) feet.

Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand, arm, foot or leg.

Maximum Indemnity Period

As stated in the **Schedule** or within this **Policy** as the '**maximum indemnity period**'.

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, National Savings certificates, National Insurance stamps, stamped or franked National Insurance cards, Holiday-with-Pay stamps, Premium Savings Bonds, luncheon vouchers, trading stamps, Phonecards (excluding Phonecards held in stock for resale), credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by **You** and VAT purchase invoices, all pertaining to the **Business** and belonging to or the responsibility of **You**.

Nuclear Installation

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

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear Reactor

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

Occurrence

Any accident or event, including continuous and repeated exposure to substantially the same general harmful conditions which gives rise to a liability covered under the **Policy** neither expected nor intended by **You**.

All single accidents or events attributable to one original source or cause will be considered as a single Occurrence.

Outstanding Debit Balances

The total amount due to **You** at the date of the **Damage** less bad debts owed by **You** in connection with the **Business**.

Period of Insurance

The period beginning with the effective date and ending with the expiry date both shown in the **Schedule**.

Personal Injury

Accidental **Bodily Injury**, illness or disease (including death).

Policy

This document, the **Schedule** (including any substitution **Schedule**) and any **Endorsements**.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to dust, smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste.

For the purposes of this definition 'waste' includes Property to be recycled, reconditioned or reclaimed and 'Pollutants' does not include bacteria, viruses or other pathogens.

Pollution

The actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any **Pollutant**.

Pollution or Contamination

Pollution or contamination of the atmosphere, water, land or tangible property caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place.

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

Premises

The **Buildings** or part of the **Buildings** specified in the **Schedule** as comprising the **Premises** and which are owned by **You** or for which **You** are legally responsible.

Products

Any commodities or goods or anything including packaging, containers and labels sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of **You** or any structure constructed, erected or installed or contract work executed by or on behalf of **You** in the course of the **Business**.

Professional Fees

Reasonably and necessary incurred professional fees relating to instructing architects', surveyors', legal or consulting engineers' fees required to provide information or evidence **You** may require for investigating a claim under this **Policy**.

Property Damage

Accidental physical loss of or property damage to or destruction of tangible property.

Property Insured

The property insured stated in the **Schedule**.

Public Records

Records established by the Crown or any local authority as at the commencement of cover pursuant to the Land Registration Act 1925, the Land Charges Act 1972 and the Local Land Charges Act 1975 all as amended as at the commencement of cover.

Reinstatement

- a) The replacement or rebuilding of **Property Insured** lost or destroyed which provided that the **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 the **Property Insured** which is **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.

Rent Receivable

The amount of the rent, turnover rent, service charges, insurance premiums and any other income or revenue received or receivable from the letting of the **Premises** and services rendered thereat.

Resident

The owner, tenant or lessee of any building and any member of their family permanently resident with them.

Residential Building(s)

Buildings of houses, bungalows or flats designed or converted for solely residential occupation including common areas.

Schedule

Shall include:

- a) the documents headed 'Property Owners Schedule'; and
- b) any document that specifies **Your** details, the **Premises**, the **Property Insured**, any **Excess**, **Endorsement** and **Conditions** applicable.

Standard Rent Receivable

The **Rent Receivable** during that period in the 12 months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**. Adjustments will be made as may be necessary to provide for:

- a) the trend of the **Business**; and
- b) variations in or other circumstances affecting the **Business**

either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

For the purpose of any claim arising from an **Incident** occurring before the completion of the first year's trading of the **Business** at the **Premises** the term **Standard Rent Receivable** will bear the following meaning and not as stated above:

Standard Rent Receivable – The proportional equivalent for a period equal to the **Indemnity Period** of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Incident**. Adjustments will be made as may be necessary to provide for:

- a) the trend of the **Business**; and
- b) variations in or other circumstances affecting the **Business**

either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that

the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

Statement of Fact

This is a record of the information that **You** have provided to **Us** about **You** and **Your Business** upon which **Your** insurance is based.

Sub Limit

Our maximum liability under a specified Section, Extension, clause or other part of this **Policy** and is the amount stated in the **Schedule**.

Sum Insured

The limit specified in the **Schedule**.

Territorial Limits

- a) in respect of Section A (Property Damage), Section B (Loss of Rent) the **Premises** situated anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) in respect of Section C (Property Owners' Liability) and Section E (Employers Liability) anywhere with the limits of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the **Business**; and
- c) in respect of Products Liability under Section C (Property Owners' Liability) anywhere in the world (excluding the United States of America and territories) in respect of **Products** supplied in or from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Total Sum Insured

For Section A (Property Damage) this shall mean combined total of the 'Total Buildings Sum Insured', Contents and 'Landlord Contents Sum Insured' as declared in the **Schedule**.

Trespass

Any obstruction, trespass, nuisance, interference with pedestrian, road, rail, air or waterborne traffic, invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or interference with any right of air, light, water or way

Unoccupied

Any part of a building of the **Premises** stated in the **Schedule** which is empty, disused, unfurnished or no longer in active use by **You** or any of **Your** tenants.

Usual Occupation

The occupation of the Assured as shown in **Your** records at the date of the **Bodily Injury** anywhere within the **Territorial Limits**

War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including an **Act of Terrorism**.

We/Us/Our/Insurers

The Insurers whose identity is stated in the 'Identity of Insurers' **Endorsement** within the **Schedule**.

Works

- a) Any alterations (other than conversions), additions or extensions carried out and completed at least twelve (12) months before the commencement of cover to the **Buildings** on any **Premises**
- b) the construction or conversion of any building on any **Premises** completed at least four (4) years before the commencement of cover.

You/Your/Insured

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

General Conditions applicable to Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability)

1 Application of Limits

Irrespective of the number of claims or **Premises** giving rise to indemnity, or the number of **Insureds**, Composite Insureds and all other persons entitled to claim under the **Policy**:

- a) **Our** maximum liability during the **Period of Insurance** under any Section shall not exceed the applicable **Limit of Liability, Total Sum Insured, Sum Insured** or limit as stated on the **Schedule**;
- b) **Our** maximum liability during the **Period of Insurance** under any Extension shall not exceed the applicable **Sub-Limit** or **Limit of Liability, Sum Insured** on the **Schedule**;
- c) Other than in respect of the Employers' Liability (Section D (to which this provision c) does not apply) where an **Occurrence** gives rise to indemnity under two or more Basis of Covers under Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employers' Liability) **Our** liability for all claims arising out of that **Occurrence** shall not exceed the single greatest applicable **Limit of Liability Total Sum Insured** or **Sum Insured** and the availability of cover under one Section shall not in any way extend or increase the indemnity available under any other Section providing an indemnity for the **Occurrence**;
- d) **You** and all other persons entitled to indemnity or benefit under this **Policy** will be treated as one (1) party or legal entity so that there will only be a single contract of insurance between **Us** as one (1) party and **You** and all other persons entitled to indemnity or benefit as the other party;
- e) **We** shall not be liable for any applicable **Excess** specified in the **Schedule**.

2 Arbitration

If **We** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The seat, or legal place, of arbitration shall be England and the language used in the arbitral proceedings shall be English.

The dispute shall be determined by a sole arbitrator who shall be jointly agreed by the parties within thirty (30) days of the reference to the arbitration. In absence of agreement between the parties, an arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators.

The making of an award will be a condition precedent to any right of action against **Us**.

3 Change in circumstances

You must notify **Us** as soon as possible during the **Period of Insurance** if there is any change in circumstances or to the **Property** facts previously disclosed by **You** to **Us** or stated as **Property** facts by **Us** to **You** which increases the risk of accident, injury, loss, **Damage** or liability.

Upon notification of any such change **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. If the changes make the risk unacceptable to **Us** then **We** are under no obligation to agree to make them and may no longer be able to provide **You** with cover.

If **You** do not notify **Us** of any such change the **We** may exercise one or more of the options described in the General Condition 7 (Fair Presentation of the Risk) but only with effect from the date of the change in circumstances or **Property** facts.

4 Claims Procedure

- a) On the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim **You** will:
 - i) as soon as reasonably possible give notice to **Us**
 - ii) as soon as reasonably possible notify the police in respect of any loss or **Damage** by theft or attempted theft or by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances and malicious persons
 - iii) as soon as reasonably possible forward to **Us** any writ or summons issued against **You** by a third party
 - iv) take action to minimise the loss or **Damage** and to avoid interruption or interference with the **Business** and to prevent further **Damage** or injury
 - v) at **Your** own expense and within:
 - 1) seven (7) days of loss or **Damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons

- 2) thirty (30) days of expiry of the **Indemnity Period** in respect of Section B (Loss of Rent)
- 3) thirty (30) of any other loss or **Damage**, interruption or interference with the **Business** or injury or disease

supply full details of the claim in writing to **Us** together with any evidence and information that may be reasonably required by **Us** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith.

- b) No settlement, admission of liability, payment or promise of payment will be made to a third party without **Our** consent.

5 Compliance with the Policy's Conditions and Similar Clauses

Where:

- (i) there has been a failure to comply with a term (express or implied) of this **Policy**, other than a term which defines the risk as a whole; and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** cannot rely on the breach of such term to exclude, limit or discharge its liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **You** breach any condition in this **Policy**, **Our** liability under the **Policy** shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied).

We will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

6. Contracts (Rights of Third Parties) Act 1999

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

7 Fair presentation of the risk

1. Fair presentation

Before the start of the **Policy**, **You** must provide a fair presentation of the risk. This is a presentation that discloses in a reasonably clear and accessible manner all material facts which **You**, including **Your** senior management, know or ought to know after having made a reasonable search. A material fact is any fact that might materially affect **our** decision to insure **You**, or as to the terms on which we do so.

2. Deliberate failure to make a fair presentation

If **You** deliberately or recklessly fail to give **us** a fair presentation of the risk then **We** can avoid the **Policy**. This means the **Policy** will be treated as if it never existed. If this happens:

- a. **We** will not make any payment under the **Policy**;
- b. **You** must repay all amounts paid by **us** under the **Policy**; and
- c. **We** will be entitled to keep the **Policy** premium.

3. Non-deliberate failure to make a fair presentation

If **You** fail to give **Us** a fair presentation of the risk but **Your** failure was neither deliberate nor reckless, then the remedy available to **Us** will depend on what **We** would have done if **You** had given **Us** a fair presentation. **Our** options are as follows:

- a. if **We** would not have entered into the **Policy** at all then **We** can avoid the **Policy**. This means the **Policy** will be treated as if it never existed. If this happens, **We** will not make any payment under the **Policy** and **you** must repay all amounts already paid by **Us**. **We** will return the **Policy** premium to **You**;
- b. If **We** would have entered into the **Policy**, but on different terms (other than as to the premium), the **Policy** will continue in force as if the terms **We** would have applied had been in place from the start of the **Period of Insurance**; and
- c. if **We** would have entered into the **Policy**, but charged a higher premium, the amount **We** pay for any claim under the **Policy** will be limited to the percentage of the claim that the premium charged bears to the premium **We** would have charged. For example, if the premium **We** charged is 80% of the premium **We** would have charged, **We** will only pay 80% of any claim. This applies to all claims under the **Policy**, so **You** may be required to repay a portion of any claims payments already made by **Us**.

Please note that both b. and c. above can apply at the same time.

8 Insurer's Right to Cancel

We have the right to cancel **Your Policy** where there is a valid reason for doing so. **We** will give **You** thirty (30) days' notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reasons for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- a) Not paying a premium which is due

- b) Not co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests
- c) Not exercising **Your** duty of care as required under General Condition 13 ("Reasonable care (in the General Conditions section of this **Policy**).
- d) Where **We** reasonably suspect fraud or where there has not been a fair presentation of information

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If **We** cancel **Your** policy on the grounds of fraud, cancellation may be immediate and **We** may retain any refund due. **We** may also inform the police of the circumstances.

For **Your** rights to cancel the **Policy** please see "Customer Information, How to Cancel Your Policy – All Sections" of this **Policy** document

9 Joint Insured

Any party insured under this insurance standing in the relation of parent company, subsidiary company, associated company, branch office or joint venture partner of **You** stated in the Schedule will be deemed to be joint insured for the purposes of this **Policy** and forfeiture of indemnity under this **Policy** arising from any fraudulent act, misrepresentation, non disclosure or other breach of **Policy** terms or conditions by one of the said insured parties will result in forfeiture of indemnity for all of the said insured parties.

10 Legal Representatives

In the event of **Your** death, **We** will indemnify **Your** legal personal representatives in respect of liability at law previously incurred by **You** provided they observe, fulfil and be subject to the terms, conditions and limitations of this **Policy** in so far as they can apply.

11 Payment by Instalments

Reference to the payment of premium includes payment by monthly instalments. If **You** pay by this method this **Policy** remains an annual contract and the date of the payment and the amount of instalments are governed by the terms of the credit agreement.

If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 (if applicable) the credit agreement and this **Policy** will be cancelled immediately.

12 Premium Adjustment (CONDITION PRECEDENT)

If any part of the premium is calculated on estimates furnished by **You**, it is a **Condition Precedent** **You** will keep an accurate record containing all relative particulars and will at all times allow **Us** to inspect such record. **You** will within one (1) month from the expiry of

each **Period of Insurance** furnish to **Us** such particulars and information as **We** may require. The premium for such period will be adjusted and the difference paid by or allowed to **You** as the case may be subject always to the minimum premium stipulated.

13 Premium Payment

You undertake that premium will be paid in full to **Us** within ninety (90) days of inception of this **Policy** (or, in respect of premium instalments by the date they fall due).

In consideration of the payment to **Us** of the premium set out in the **Schedule** for the **Period of Insurance**, **We** will insure **You** in accordance with and subject to the terms of the **Policy**.

If **You** do not pay any premium plus any applicable taxes/levies to **Us** by the ninth (90th) day from inception of this **Policy** (and, in respect of premium instalments by the date they fall due), **We** may give **You** written notice cancelling the **Policy** with effect from the tenth (10th) day after the notice has been served.

The **Policy** will continue if the late premium or premium instalment is paid and accepted before the cancellation takes effect.

If the **Policy** is cancelled by **Us** under this clause, and where, during the **Period of Insurance** prior to the cancellation:

- a) no notice has been given to **Us** of any claim or insured loss, the pro-rata earned premium for the period during which the **Policy** has been in force is deemed earned and payable; or
- b) notice has been given to **Us** of any claim or insured loss, the full premium for the **Period of Insurance** is deemed earned and payable.

It shall be **Condition Precedent** to **Our** obligation to provide cover for any claim or insured loss prior to cancellation, that any premium deemed earned is paid in full.

Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

14 Reasonable Care

You will take all reasonable steps to:

- a) protect the **Property Insured**;
- b) comply with statutory enactments, bye-Laws and any other obligations and regulations imposed by any authority;
- c) employ only competent **Employees**;
- d) prevent accidents; and
- e) maintain all ways, works machinery and plant in sound condition.

In the event of the discovery of any defect or danger **You** will forthwith cause such defect or danger to be made good or remedied and in the meantime will cause such additional precautions to be taken as the circumstances may require.

15 Sanctions

It is a condition of this insurance, and **You** agree, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **Us** would expose that **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

16 Subletting of the Premises (CONDITION PRECEDENT)

In the event **You** wish to permit subletting of the **Premises** during the **Period of Insurance**, it is **Condition Precedent** to **Our** liability that **We** are notified by **You** and **We** agree in writing prior to the commencement of any sub-letting of the **Premises**.

17 Malicious Damage by Tenant(s) (CONDITION PRECEDENT)

It is a **Condition Precedent** to **Our** liability for **Damage** caused by malicious acts or vandalism by the tenant to **Property Insured** occurring at the Premises during the **Period of Insurance**:

- a) **You** or **Your** appointed representative carried out internal and external inspections of the **Building** at least once every 6 (six) months and **You** maintain a log of those inspections which **You** retain for at least 24 (twenty four) months;
- b) **You** or **Your** appointed representative obtain and record a written formal identification of any prospective tenant;
- c) **You** or **Your** appointed representative obtain and retain a written employers reference for any working tenant;
- d) **You** or **Your** appointed representative obtain and record details of **Your** tenants bank account and verify those details by receiving at least one payment from that bank account;
- e) **You** or **Your** appointed representative do not accept more than two (2) months advanced cash payments of rent;

Provided that **Our** total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

General Exclusions applicable to Sections A (Property Damage), B (Loss of Rent), C (Property Owners' Liability) and D (Employer's Liability)

The following General Exclusions apply to all Sections of the **Policy** unless otherwise stated and are in addition to the Exclusions contained in each Section.

This **Policy** does not insure any payment, loss, liability, **Consequential Loss, Damage, Property Damage**, claim, cost, expense or other sum, directly or indirectly arising out of:

1 Communicable Diseases

with any:

- a) **Communicable Disease**;
- b) fear or threat (whether actual or perceived) of any **Communicable Disease**;
- c) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any **Communicable Disease**; or
- d) any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

This Exclusion does not apply with cover afforded under the Section D (Employers' Liability) and Terrorism Buy Back Cover applicable to Section A (Property Damage) and B (Loss of Rent)

2 Cyber and Data Exclusion

from any:

- a) **Cyber Loss**, unless subject to the provisions of paragraph
- b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3 (below);

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

2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** this **Policy** covers physical loss or physical **Damage to Property Insured** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.

3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any **Endorsement** thereto, should **Data Processing Media** owned or operated by the **You** suffer physical loss or physical **Damage** insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the data processing media itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank data processing media. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.

4. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This Exclusion does not apply with cover afforded under the Section D (Employers' Liability)

3 Data Protection

any actual or alleged breach of **Data Protection Legislation**.

4 Deliberate Acts

any deliberate, reckless or intentional act or omission that **You** or any person entitled to indemnity or operating under **Your** control, knew or ought reasonably to have known, would give rise to **Bodily Injury, Property Damage, Damage to Property Insured** or **Denial of Access** or other offence or liability covered under this **Policy**.

This Exclusion shall not apply to exclude the specific cover granted under the Section D (Employers' Liability).

5 Dishonesty

from any fraudulent act or dishonest act.

This Exclusion shall not apply to exclude the specific cover granted under the Section D (Employers' Liability) and caused by any **Covered Insured 2** (Theft).

6 Insured v Insured

any **Claim** by any **Insured** against any other person or entity who is also an **Insured** under this **Policy**.

7 Intellectual Property Rights

from any passing off, or infringement of, patent copyright trademark or any other intellectual property.

This Exclusion shall not apply to exclude the specific cover granted under Section D (Employers' Liability)

8 Microbial Matter

any fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mould, mildew and viruses, whether or not such matter is living.

9 Nuclear, War and Sonic Bangs

any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **Nuclear Installation, Nuclear Reactor** or other explosive nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e) **War**; or
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

This Exclusion shall not apply to exclude the specific cover granted under the Section D (Employers' Liability) of this **Policy**.

10 Pollution

from any **Pollution**, including any cost or expense arising out of or in any way related to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralising **Pollution**.

This Exclusion shall not apply to exclude the specific Extension providing cover for **Pollution or Contamination** under Section C (Property Owners' Liability).

11 Professional Advice

from professional advice given by **You** for a fee or in circumstances where a fee would normally be charged.

This Exclusion shall not apply to exclude the specific cover granted under Section D (Employers' Liability)

12 Terrorism

from any **Act of Terrorism**, including any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion shall not apply to exclude the specific cover granted under the 'Terrorism Buy Back Cover' applicable to Section A (Property Damage) and Special Provision 1 applicable to Section C (Property Owners' Liability) and Section D (Employers' Liability) of this **Policy**.

13 Securities, bonds, jewellery, precious stones, precious metals, bullion, and furs

any securities, bonds, jewellery, precious stones, precious metals, bullion and furs

Section A – Property Damage

The General Exclusions and General Conditions and the terms and conditions set out in this Section all apply to this Section of the **Policy**. The **Schedule** will confirm if this Section forms part of the **Policy** and will provide details of which covers under this Section are included.

Basis of Cover

In the event of the **Damage to Property Insured** caused by **Covers Insured** during the **Period of Insurance** We will pay to **You** the value of the **Property Insured** at the time of its **Damage** or the amount of the **Damage** or at **Our** option reinstate or replace such **Property Insured** or any part of it.

Limits

Our liability under this Section A (Property Damage) will not exceed:

- a) in the whole the **Total Sum Insured** or in respect of any item in respect of each separate **Premises its Sum Insured** or any other **Limit of Liability**;
- b) the **Sum Insured** or limit remaining after deduction for any other **Damage** occurring during the same **Period of Insurance** unless **We** have agreed to reinstate any such **Sum Insured** or limit.

Supplementary Conditions Applicable to Section A (Property Damage)

The following Supplementary Conditions change the Basis of Cover either as an Extension or as a Condition and are applicable only if indicated in the **Schedule** to be 'operative'.

1 Inflation Protection Declared Value

In the event of **Damage to Property Insured** caused by **Covers Insured**, the amount **We** will pay **You** will be calculated, in correspondence to the Declared Value, will be on **Reinstatement** basis,

Provided that

- i) the premium has been calculated accordingly to the Declared Value of each of the said items;
- ii) at the inception of each **Period of Insurance** **You** will notify **Us** of the Declared Value of the **Property Insured** by each of the said items. In the absence of such declaration the last amount declared by **You** will be taken as the Declared Value for the ensuing **Period of Insurance**.
- iii) If at the time of **Damage** the Declared Value in respect of each separate **Property Insured** is less than the cost of **Reinstatement** (including due allowance for the costs described in paragraph 1 above to the extent the insurance by the item provides cover for such costs) at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed that proportion which the Declared Value bears to such cost of **Reinstatement**.

This Condition iii) will not however apply provided that **You** have carried out regular valuations utilising qualified RICS (Royal Institution of Chartered Surveyors) members at intervals of not more than three (3) years and:

- a) where necessary increased the Declared Value to at least the amount stated in the valuation; and
 - b) made appropriate allowance in Declared Value for inflationary increases in the period between valuations.
- iv) **Our** liability for the **Reinstatement** of the damage to the **Property Insured** in part only will not exceed the amount which would have been payable had such property been wholly destroyed.
 - v) No payment beyond the amount which would have been payable in the absence of this Supplementary Condition will be made:
 - a) unless **Reinstatement** commences and proceeds without unreasonable delay;
 - b) until the cost of **Reinstatement** has actually been incurred
 - c) if the **Property Insured** at the time of its loss, destruction or **Damage** is insured by any other insurance effected by or on behalf of **You** which is not upon the same basis of **Reinstatement**.

For the purpose of this Supplementary Condition 'Declared Value' means **Your** assessment of the cost of **Reinstatement** of the **Property Insured** at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for:

- a) the additional cost of **Reinstatement** to comply with European Union, United Kingdom and public authority requirements;
- b) reasonable professional fees; and
- c) debris removal costs.

2 European Union, United Kingdom and Public Authorities including Undamaged Property

The cover under the Basis of Cover is extended to indemnify **You** for **Damage to Your Buildings** caused by a **Covers Insured** for any additional cost of **Reinstatement** to comply with:

- a. European Union legislation;
- b. building or other regulations under or framed in pursuance of any Act of Parliament or bye-law of any public authority (hereinafter referred to as 'the

Stipulations') in respect of:

- i) **Damage**;
- ii) undamaged portions thereof;
- iii) any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**;

but excluding:

- a) the cost incurred in complying with in respect of **Damage** occurring prior to the inception of this Supplementary Condition
- b) **Damage** not insured by this **Policy**
 - a. under which notice has been served upon the **Insured** prior to the happening of the **Damage**
 - b. for which there is an existing requirement which has to be implemented within a given period
 - c. in respect of **Property** entirely undamaged by any cover hereby insured against
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with this Supplementary Condition.

Conditions applicable to European Union, United Kingdom and Public Authorities including Undamaged Property

Provided that

- A) The work of **Reinstatement** must be commenced and carried out without unreasonable delay and in any case must be commenced within twelve (12) months after the **Damage** or within such further time as **We** may allow during the said twelve (12) months and may be carried out upon another site if the Stipulations so necessitate subject to **Our** liability under this Supplementary Condition not being thereby increased.
- B) The total amount recoverable under any item of this **Policy** in respect of this Supplementary Condition will not exceed:
 - a) in respect of the **Damaged** property its sum insured
 - b) in respect of undamaged portions of property other than foundations 20% of the total amount for which **We** would have been liable had the **Property Insured** at the **Premises** where the **Damage** has occurred been wholly destroyed.
- C) The total amount recoverable under any item of this **Policy** will not exceed its **Sum Insured**.

3 Reinstatement

Subject to the following Conditions the basis upon

which the amount payable in respect of **Buildings**, and **Landlords' Contents** is to be calculated will be **Reinstatement**.

Provided that

- 1) **Our** liability for the repair or restoration of property **Damaged** in part only will not exceed the amount which would have been payable had such property been wholly destroyed; and
- 2) No payment beyond the amount which would have been payable in the absence of this Supplementary Condition will be made:
 - a) unless **Reinstatement** commences and proceeds without unreasonable delay
 - b) until the cost of **Reinstatement** has actually been incurred
 - c) if the **Property Insured** at the time of **Damage** is insured by any other insurance effected by or on behalf of **You** which is not upon the same basis of **Reinstatement**.
- 3) All the terms and conditions of this **Policy** will apply:
 - a) in respect of any claim payable under the provisions of this Supplementary Condition except in so far as they are varied hereby
 - b) where claims are payable as if this Supplementary Condition had not been incorporated.
- 4) If at the time of **Reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered exceeds the **Sum Insured** of the individual property 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** bears to the sum representing the total cost of reinstating the whole of such individual property at that time.

This Condition 4) will not however apply provided that the **Insured** has carried out valuations utilising qualified RICS (Royal Institution of Chartered Surveyors) members at intervals of not more than three (3) years and:

- a) where necessary increased the **Sum Insured** to at least the amount stated in the valuation; and
- b) made appropriate allowance in the **Sum Insured** for inflationary increases in the period between valuations.

Condition 4) b) is not applicable to **Buildings** if indexed linked.

Section B (Loss of Rent)

The General Exclusions and General Conditions and the terms and conditions set out in this Section all apply to this Section of the **Policy**. The **Schedule** will confirm if this Section forms part of the **Policy** and will provide details of which covers under this Section are included.

Basis of Cover

We will indemnify **You** for the amount of loss arising from interruption of or interference with the **Business** in consequence of **Damage** to the **Premises** from **Covers Insured** occurring during the **Period of Insurance** within the **Territorial Limits**,

Provided that **Our** liability shall be limited to:

- a) at the time of such **Damage** there is in force an insurance covering **Your** interest in the **Insured Property** or other property used by **You** at the **Premises** against such loss whether provided by this **Policy** or by a policy with another insurer;
- b) payment has been made or liability admitted for payment; or
- c) payment would have been made or liability admitted for payment but for the operation of a proviso in such insurance excluding liability for losses below a specified amount; and
- d) **We** will not indemnify any additional loss beyond that which would have been caused by the covered **Damage** alone and independent of any other concurrent cause.

Limits

Our liability under this Section B (Loss of Rent) will not exceed:

- i) the **Sum Insured** or in respect of any Extension its **Sum Insured** or any other **Limit of Liability** stated in the **Schedule** at the time of the **Damage**;
- ii) the **Sum Insured** or limit remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same **Period of Insurance** unless **We** have agreed to reinstate any such **Sum Insured** or **Limit of Liability**.

Applicable to Section B (Loss of Rent)

1 Rent Receivable

The insurance under the Basis of Cover is extended to Item 1 – On **Estimated Rent Receivable** as stated in the **Schedule**

Provided that **Our** indemnity is limited to either

- i) Loss of **Rent Receivable**; and
- ii) Increased in Cost of Working as per Specification 2; and

- iii) Accelerated Reinstatement Expenditure the amount payable as indemnity will be:
 - a) in respect of loss of **Rent Receivable**: the amount by which the **Rent Receivable** during the **Indemnity Period** falls short of the **Standard Rent Receivable** in consequence of the **Incident**;
 - b) in respect of Increase in Cost of Working: the reasonable additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident**;
 - c) in respect of Accelerated Reinstatement Expenditure: the further reasonable additional expenditure necessarily incurred during the **Indemnity Period** and with **Our** prior consent in consequence of the **Incident** solely to avoid or minimise any loss of **Rent Receivable** not recoverable by the **Insured** under this or any other insurance during the period of twelve (12) months immediately after the expiry of the **Maximum Indemnity Period**;

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of the **Rent Receivable** as may cease or be reduced in consequence of the **Incident**.

Provided always that in respect of c):

- i) there has been no undue delay in reinstatement caused by or contributed to by the actions of **You**;
- ii) **We** will not be liable for any costs in respect of any loss where the **Maximum Indemnity Period** is less than thirty six (36) months;
- iii) **Our** liability will not exceed the amount stated in the **Schedule**.

Notwithstanding proviso b) to Section B (Loss of Rent):

- a) **Our** liability will in respect of **Rent Receivable** will not exceed 200% of the **Estimated Rent Receivable** and in respect of each other item will not exceed 100% of the **Sum Insured**, nor in the whole the sum of 200% of the **Estimated Rent Receivable** and 100% of the **Sum Insured**
- b) by other items or such other amounts as may be substituted by **Endorsement** signed by or on behalf of **Us**
- c) in the absence of written notice by **You** or **Us** to the contrary **Our** liability will not stand reduced by the amount of any loss. **You** undertake to pay the appropriate additional premium for such automatic reinstatement of cover.

Extensions Applicable to Specifications 1 (Rent Receivable) and 2 (Increased Cost of Working) under Section B (Loss of Rent)

Any loss covered under the Basis of Cover resulting from interruption of or interference with the **Business** at the **Premises** in consequence of the following Extensions will be deemed to be an **Incident**.

Unless stated on the **Schedule**, cover under any Extension under this Section B (Loss of Rent) forms part of and erodes **Limit of Liability** or **Sum Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability** or **Sum Insured**.

We will also cover You for

1 Action of Competent Authorities (Non Damage)

We will pay You for Your loss resulting in interruption or interruption to the **Business** incurred during the **Indemnity Period** resulting from action undertaken by the police or other competent local, civil or military authority following a danger or disturbance happening within a one (1) mile radius of the **Premises** during the **Period of Insurance** which prevents You from being able to enter or access the **Premises**.

Provided that:

- i) there will be no liability under this Extension for:
 - 1) loss resulting from interruption of the **Business** during the first twelve (12) hours of the **Indemnity Period**;
 - 2) loss directly or indirectly caused by or arising in whole or in part from or in connection with any disease, infection, virus, bacterium or illness including:
 - a) the fear or threat thereof whether actual or perceived;
 - b) any action taken directly or indirectly in controlling, preventing, suppressing or in any way relating to any outbreak of such disease, infection, virus, bacterium or illness;
 - c) any costs incurred in the cleaning, decontamination, disinfecting, repair, replacement, recall or checking of any **Property Insured** from any disease, infection, virus, bacterium or illness,
- ii) **Our** total liability to You will not exceed £100,000 any one **Occurrence** and in total for any one **Period of Insurance**;
- iii) the **Maximum Indemnity Period** applicable for any cover under this Extension will be three (3) months.

2 Loss of Attraction

We will pay You for Your loss incurred during the **Indemnity Period** resulting from interruption of or interference with Your **Business** directly caused by **Damage** to property by a **Covers Insured** occurring within a one (1) mile radius of the **Premises** which directly results in a fall in the number of customers attracted to the **Premises** during the **Period of Insurance**.

Provided that:

- a) there is an identifiable reduction in the **Business** at the **Premises** solely in consequence of the **Incident**;
- b) there is no liability for loss resulting from interruption of or interference with the **Business** during the first twelve (12) hours of the **Indemnity Period**;
- c) this Extension does not cover loss following obstruction by storm, flood or snow;
- d) **Our** total liability will not exceed £50,000 any one **Occurrence** and in total for any one **Period of Insurance**; and
- e) the **Maximum Indemnity Period** applicable for any cover under this extension is three (3) months.

5 Managing Agents

We will pay You for Your **Consequential Loss** incurred during the **Indemnity Period** caused by **Damage** to property caused by **Covers Insured** to the **premises** during the **Period of Insurance** of any managing agents employed or engaged to collect **Rent Receivable** as a direct consequence of which such **Rent Receivable** cannot be collected.

Provided that:

- a) such **Rent Receivable** is not paid to You as a direct result of the **Incident**;
- b) the **Rent Receivable** is not outstanding for one hundred and twenty (120) days in excess of its due date;
- c) all reasonable steps to recover the **Rent Receivable** are taken;
- d) such **Rent Receivable** is not recoverable under any other policy or from any other party; and
- e) **Our** total liability will not exceed £100,000 any one **Occurrence** and in total for any one **Period of Insurance**.

3 Murder, Suicide, Rape, Food Poisoning, Specified Disease and Vermin (Non Damage)

We will pay You for Your **Consequential Loss** incurred during the **Indemnity Period** resulting from of or interference with Your **Business** caused by an order

made during the **Period of Insurance** by a competent local or public authority to close or restrict the use of the **Premises** directly and solely caused by:

- a) poisoning that has been traced to food or drink supplied to the **Premises**;
- b) any discovery of **Specified Disease** at the **Premises**;
- c) the discovery of vermin or pests at the **Premises**;
- d) an incident causing defects in drains or other sanitary arrangements at the **Premises**; or
- e) murder, suicide or rape at the **Premises**, Provided that:
 1. **We** will not cover any loss directly or indirectly caused by, contributed to by, resulting from or in connection with any:
 - i) order relating in any way to a disease which is part of an outbreak declared to be a pandemic or similar by the World Health Organisation or equivalent organisation;
 - ii) disease at a place other than at the **Premises**;
 - iii) for any costs incurred in the cleaning, repair, replacement, recall or checking of property;
 - iv) which would have happened in any event without the closure or restriction of use;
 - v) to any part of the **Premises** not directly subject to the order;
 - vi) relating to any premises not owned or occupied by **You**;
 2. **Our** total liability will not exceed £25,000 any one **Occurrence** and in total for any one **Period of Insurance**.
 3. the **Maximum Indemnity Period** applicable for any cover under this extension is three (3) months.

For the purpose of interpreting this Extension only:

- a) '**Specified Disease**' will mean any of the following diseases contracted by any person: Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysiploid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Rubella, Scarlet fever, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough.

- b) '**Premises**' will mean only those Premises which are stated in the **Schedule** to be insured and which are directly affected by the **Incident** with the date of the **Occurrence** and ending not later than the **Maximum Indemnity Period** thereafter.

Optional Extensions to Section B (Loss of Rent)

The following Extensions 1 and 2 are only applicable to Section B (Loss of Rent) if indicated in the Schedule to be 'operative'.

Unless stated on the **Schedule**, cover under any Extension under this Section B (Loss of Rent) forms part of and erodes the **Limit of Liability** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, **Limit of Liability**.

1 Prevention of Access

We will pay **You** for **Your Consequential Loss** incurred during the **Indemnity Period** as a result of destruction of or **Damage** to property incurred during the **Indemnity Period** caused by **Covers Insured** within a one (1) mile radius of the **Premises** during the **Period of Insurance** which directly prevents or hinders **Your** use or access of the **Premises** whether the **Premises** or **Your** property are **Damaged** or not

Provided that:

- a) **We** will not cover loss or destruction of or **Damage** to property of any supply undertaking from which **You** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the **Premises**;
- b) **Our** total liability will not exceed the amount stated in the **Schedule** any one **Occurrence** and in total for one **Period of Insurance**;
- c) the **Maximum Indemnity Period** applicable for any cover under this extension is three (3) months.

2 Public Utilities

We will pay **You** for **Your** loss incurred for accidental loss incurred during the **Indemnity Period** as a result of destruction of or **Damage** caused by **Covers Insured** during the **Period of Insurance** to property at any:

- a) generating station or sub-station of the public electricity supply undertaking;
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith; and
- c) water works or pumping station of the public water supply undertaking land based premises of the public telecommunications undertaking;

from which **You** obtain electricity, gas, water or telecommunications services all in Great Britain or Northern Ireland.

Provided that:

- a) **Our** total liability will not exceed the amount stated in the **Schedule** any one **Occurrence** and in total for any one **Period of Insurance**; and
- b) **Maximum Indemnity Period** applicable for any cover under this Extension is twelve (12) months.

Covers Insured applicable to Sections A (Property Damage and B (Loss of Rent))

The General Exclusions and General Conditions and the terms and conditions set out in this Section all apply to this Section of the **Policy**. The **Schedule** will confirm if this Section forms part of the **Policy** and will provide details of which covers under this Section are included.

The following **Covers Insured** are only applicable to Sections A (Property Damage), B (Loss of Rent) if indicated as applicable in the 'Cover basis' of the **Schedule**.

Covers Insured

Cover available under Sections A (Property Damage), B (Loss of Rent) is limited to loss, **Damage** or **Consequential Loss** caused by:

1 Fire

- a) Fire but excluding **loss, Damage or Consequential Loss** arising from:
 - i) explosion resulting from fire;
 - ii) earthquake or subterranean fire.
- b) Lightning;
- c) Explosion;
 - i) of boilers;
 - ii) of gas;
used for domestic purposes only; and
 - iii) in respect of Sections B1:

of any other boilers or economisers on the **Premises**.

2 Theft

Theft or attempted theft or robbery or attempted robbery committed by any third party not authorised by the **Insured** on the **Premises** resulting in:

- a) **Damage** to the **Buildings** falling to be borne by **You**
- b) **Damage** to glass which:
 - i) is accompanied by and directly forms part of other **Damage** to which this **Cover Insured** applies;
 - ii) is accepted by a police authority as prima facie evidence of attempted theft within the meaning of this **Cover Insured**,
but only if and so far as the glass is not more specifically insured.

but excluding any loss, **Damage** or **Consequential Loss** contributed to or caused by any person lawfully on the **Premises**.

- c) when the **Premises** are **Unoccupied**

3 Explosion

Explosion.

4 Aircraft

Aircraft or other aerial devices or articles dropped therefrom.

5 Riot

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding loss, **Damage, Consequential Loss** arising from:

- a) arising from confiscation, requisition or destruction by order of the government or any public authority;
- b) arising from cessation of work;
- c) when the **Premises** are **Unoccupied**.

6 Riot and Malicious Persons

Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding loss, **Damage, Consequential Loss** arising from:

- a) confiscation, requisition or destruction by order of the government or any public authority;
- b) cessation of work, or
- c) fire or explosion directly caused by malicious persons not acting on behalf of or in connection with any political organisation,
- d) theft or attempted theft; or
- e) when the **Premises** are **Unoccupied**.

7 Earthquake

Earthquake.

8 Subterranean Fire

Subterranean fire.

9 Storm and Falling Trees

- a) Storm excluding loss, **Damage, Consequential Loss** arising from

- i) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
- ii) inundation from the sea;

whether resulting from storm or otherwise.

- b) a change in the water table level;
- c) frost, subsidence, ground heave or landslide;
- d) in respect of movable property in the open, fences and gates except where Damage is caused by falling trees;
- e) when the **Premises** are **Unoccupied**.

10 Flood

Waves, tide or tidal water, rapid accumulation of surface waters, or the rising of lakes, reservoirs, rivers, streams or other bodies of water (other than tidal waves or tsunamis resulting from earthquake or earthquake shock), including subsequent damage resulting from fire, explosion or sprinkler leakage but excluding any loss, **Damage**, **Consequential Loss** arising from:

- a) attributable solely to change in the water table level
- b) frost, subsidence, ground heave or landslide
- c) in respect of movable property in the open, fences and gates.
- d) when the **Premises** are **Unoccupied**.

11 Escape of Water or Fuel Oil

Escape of water or fuel oil from any tank apparatus or pipe but excluding any loss, **Damage** or **Consequential Loss** arising from:

- a) water discharged or leaking from any automatic sprinkler Installation;
- b) when the **Premises** are **Unoccupied**.

12 Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the Premises excluding any Damage or loss arising from:

- a) explosion, earthquake, subterranean fire or heat caused by fire; or
- b) freezing while the **Premises** are **Unoccupied**

13 Impact (Third Party Only)

Impact by any mechanically propelled vehicle or by goods falling therefrom or animal not belonging to or under the control of the **Insured** or any occupier of the **Premises** or their respective employees while in the course of their employment but excluding any loss, **Damage** or **Consequential Loss** arising from property in transit.

14 Impact

Impact by any mechanically propelled vehicle or by goods falling therefrom or animal but excluding any loss, **Damage** or **Consequential Loss** arising from:

- a) property in transit
- b) mechanically propelled vehicles or animals belonging to or under the control of the **Insured** or any occupier of the **Premises** or their respective employees while in the course of their employment.

15 Subsidence

Subsidence or ground heave of any part of the site on which the property stands or landslip excluding any loss, **Damage** or **Consequential Loss** arising from:

- a) land, walls, gates, fences, yards, car parks, roads, bridges, pavements, walkways, forecourts and similar surfaces all constructed of solid materials insured hereby unless also affecting a **Building**;
- b) land, walls, gates, fences, yards, car parks, roads, bridges, pavements, walkways, forecourts and similar surfaces all constructed of solid materials insured hereby unless a building at the same **Premises** used by the **Insured** for the purpose of the **Business** is also **Damaged** thereby;
- c) outbuildings or garages to **Residential Buildings** unless the main **Building** is also **Damaged** thereby;
- d) the normal settlement or bedding down of new structures;
- e) the settlement or movement of made-up ground;
- f) coastal or river erosion;
- g) defective design or workmanship or the use of defective materials;
- h) destruction or damage which originated prior to the inception of this cover;
- i) demolition, construction, structural alteration or repair of any property; and
- j) groundworks or excavation at the same **Premises**.

16 Accidental All Other Damage (applicable if shown as 'Operative' in the Schedule)

All other accidental **Damage** excluding any loss, **Damage** or **Consequential Loss** arising from:

- a) inherent vice, latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials;
- b) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**;
- c) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;

- d) change in temperature, colour, texture or finish;
- e) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
- f) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates;
- g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services except where such act is solely for the purpose of safeguarding human life.
- h) acts of fraud or dishonesty but this will not exclude any loss, **Damage** or **Consequential Loss** covered by this **Policy**;
- i) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
- j) **Damage** to a **Building** or structure caused by its own collapse or cracking;
- k) when the **Premises** are **Unoccupied**.
- l) any
 - i) **Covers Insured** 1 to 11 and 13 to 16;
 - ii) causes expressly excluded under **Covers Insured** 1 to 11 **and** 13 to 16, whether insured or not.

Extensions and clauses applicable to Sections A (Property Damage) and B (Loss of Rent)

Unless stated on the **Schedule**, cover under any Extension or clause under this Section forms part of and erodes the **Limit of Liability** or **Sum Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability** or **Sum Insured**.

Standard Extensions

The following Extensions and Clauses apply to cover available under Section A (Property Damage)

G1 Archaeological Discoveries

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for reasonable costs necessarily incurred in consequence of **Damage** to **Property Insured** caused by a **Covers Insured** incurred during the **Period of Insurance** as a direct result of **You** complying with **Your** statutory obligations following the discovery of archaeological finds during site excavation.

Provided that:

- a) **Our** total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**; and
- b) **You** do not have any preexisting knowledge of the presence of archaeological remains prior to commencement of works.

G2 Architects', Surveyors', Legal and Consulting Engineers' Fees

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for **Professional Fees** necessarily and reasonably incurred in the **Reinstatement of Property Insured** consequent upon its **Damage** caused by **Covers Insured** incurred during the **Period of Insurance**

Provided that the amount payable under this Extension will not exceed in total the **Sum Insured**.

G3 Clearing of Drains

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the reasonable costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters, sewers and the like at the **Premises** and in the immediate vicinity for which the **You** are responsible in consequence of **Damage** to the **Premises** caused by **Covers Insured** occurring during the **Period of Insurance**.

Our total liability will not exceed £5,000 any one **Occurrence** or in all for any one **Period of Insurance**.

G4 Concern for Welfare Costs

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for **Damage** caused by the police or persons acting under their control in gaining access to the

Buildings as a result of their concern for the welfare of an occupier of the **Premises** during the **Period of Insurance**.

Provided always that **We** will not be liable for costs incurred following **Damage** caused by the police in the course of criminal investigations.

Our total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

G5 Contents in Communal Areas

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for loss or destruction of or **Damage** to **Property Insured** owned by **You** or which **You** are responsible whilst contained in the communal areas of the **Premises** caused by **Covers Insured** incurred during the **Period of Insurance**

Provided that:

We will not be liable for:

- a) china or other fragile or brittle objects exceeding £1,000 in value any one article;
- b) computers or data processing equipment;
- c) curios, rare books, works of art or articles of antique furniture exceeding £1,000 in value any one article.

Our total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

G6 Designation

For the purpose of determining where necessary the heading under which any property may be subject to an indemnity under Section A of the **Policy**, **We** agree to accept the designation under which such property has been entered into **Your** financial **business** accounts.

G7 Dilapidation

The Basis of Cover under Section A (Property Damage) is extended to cover **You** in the event that a lessee vacates the **Premises** during the **Period of Insurance** without prior notification to **You** or their agents solely due to the liquidation or bankruptcy of the lessee or the business of the lessee being placed into administration or receivership as a result from **Damage** to **Property Insured** caused by a **Covers Insured**, **We** will pay the reasonable costs incurred in clearing and removing any property of the lessee in or around the **Premises**.

Provided that:

- a) **Our** total liability will not exceed £10,000 any one **Occurrence** for any one **Period of Insurance**;
- b) allowance is made for loss for any subsequent recovery from the lessee.

G8 Emergency Services

The Basis of Cover under Section A (Property Damage) is extended to cover **You** the reasonable costs and expenses incurred by **You** following **Damage** at the **Premises** during the **Period of Insurance** resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life or minimising **Damage** as insured.

Our total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

G9 Exhibition Equipment

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for loss or destruction of or **Damage** to **Property Insured** caused by **Covers Insured** incurred during the **Period of Insurance** to exhibition and display models and similar promotional equipment not otherwise insured while at any premises used by **You** in the **Territorial Limits**.

Provided that:

- a) such loss or **Damage** is caused by **Covers Insured**;
- b) **Our** total liability will not exceed £5,000 any one **Occurrence** or in all for any one **Period of Insurance**.

G10 Fire Extinguishment Expenses

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for reasonable costs incurred in respect of:

- a) refilling fire extinguishing appliances;
- b) recharging gas flooding systems;
- c) replacing used sprinkler heads;
- d) refilling sprinkler tanks where costs are metered;
- e) resetting fire and intruder alarms and closed circuit television systems;
- f) public fire brigade charges for which **You** may be assessed.

all in consequence of **Damage** incurred at the **Premises** caused by **Covers Insured** during the **Period of Insurance**.

Our total liability will not exceed £50,000 any one **Occurrence** for any one **Period of Insurance**.

G11 Fly Tipping (only applies if shown on the Schedule)

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the reasonable costs necessarily incurred in clearing and removing any property in consequence of its being illegally deposited in, on or around the **Premises** during the **Period of Insurance**.

Provided that:

- a) the **Excess** of £500 will apply in respect of each and every loss;

- b) **Our** total liability will not exceed £25,000 any one **Occurrence** or in all for any one **Period of Insurance**.

G12 Index Linking

Where indicated in the **Schedule** the **Sum Insured** will be adjusted during the **Period of Insurance** in accordance with fluctuations in suitable indices of cost.

In the event of loss the **Sum Insured** will continue to be adjusted in accordance with fluctuations in the indices during the period necessary for completion of **Reinstatement** provided that **Reinstatement** is carried out without unreasonable delay.

The premium will remain unchanged during the **Period of Insurance** but at each renewal the premium will be calculated on the revised **Sum Insured**.

G13 Insurance Premiums

The Basis of Cover under Section A (Property Damage) is extended to cover **You** the cost of any insurance premiums or in respect of inherent defects policies technical agents fees necessarily and reasonably incurred by **You** with **Our** prior written consent of **Us**:

- a) in arranging contract works policies with the Insurers'
- b) in continuing any pre-existing inherent defects policies

provided always that in the event of underinsurance the amount payable shall be adjusted in accordance with the Condition of Average (Underinsurance) Condition.

Our total liability will not exceed £5,000 any one **Occurrence**.

G14 Landlord's Gardening Equipment

The Basis of Cover under Section 1 (Property Damage) is extended to cover **You** for **Your** gardening equipment owned by **You** and used in connection with the **Business** and is **Damaged** by **Covers Insured** during the **Period of Insurance** whilst at the **Premises** or stored in any locked outbuilding located at the **Premises**

Provided that:

- a) **Our** liability will not exceed £10,000 any one **Occurrence** for any one **Period of Insurance**;
- b) any **Damage** caused by theft follows forcible and or violent entry to or exit from the **Premises**.

G15 Landscaped Gardens

The Basis of Cover under Section 1 (Property Damage) is extended to cover **You** the reasonable costs and expenses incurred with **Our** prior consent in making good destruction of or **Damage** to landscaped gardens or grounds at the **Premises** caused by **Covers Insured** during the **Period of Insurance**,

but excluding:

- a) the cost of movement of soil other than as necessary for surface preparation;

- b) the failure of trees, shrubs or turf to become established following replanting; and
- c) the failure of seeds to germinate.

Our total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

G16 Loss Minimisation and Prevention Expenditure

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for costs and expenses necessarily incurred by **You** with **Our** prior consent for the sole purpose of avoiding or diminishing the amount of a loss following **Damage** at the **Premises** caused by **Covers Insured** occurring during the **Period of Insurance** which but for that expenditure would have occurred.

Our total liability will not exceed £10,000 any one **Occurrence** for any one **Period of Insurance**.

G17 Metered Utilities

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the reasonable costs for which **You** are responsible in respect of loss of metered water, gas, oil or electricity supplies resulting in consequence of **Damage** to **Property Insured** caused by **Covers Insured** as insured provided always that the amount payable in respect of any one **Premises** during the **Period of Insurance** is limited to such excess charges demanded by the supply authority.

Provided that **Our** total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

G18 Personal Possessions

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for **Damage to Property Insured** caused by **Covers Insured** occurring during the **Period of Insurance** to the personal possessions other than motor vehicles of **Your** directors, **Employees**, partners, customers or visitors.

Provided that:

- a) they are not otherwise insured;
- b) **Our** total liability will not exceed £2,000 any one **Occurrence** for any one **Period of Insurance**.

G25 Reinstatement to Match (only applies if shown in the Schedule)

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the cost of replacement or modification of undamaged parts of the **Buildings** that form part of a suite, common design or function where the **Damage** to

the **Premises** occurs during the **Period of Insurance** and is restricted to a clearly identifiable area or to a specific part.

Provided that

- a) **Our** total liability will not exceed £50,000 any one **Occurrence**;

- b) the amount that would have been payable had the suite, common design or function been wholly destroyed whichever is the lesser.

G19 Removal of Debris

The Basis of Cover under Section A (Property Damage) is extended to cover **You** reasonable costs and expenses necessarily incurred with **Our** prior written consent for any loss or **Damage** covered under Section A (Property Damage) occurring during the **Period of Insurance** for:

- a) removing debris including costs of removal of debris relating to a tenant's contents provided such costs are not recoverable from another source;
- b) dismantling and/or demolishing and/or shoring or propping up;
- c) boarding up of windows and doors;
- d) weatherproofing of the portion or portions of the **Property Insured** by the said items destroyed or damaged by any **Cover Insured**.

Provided that

- i) **We** will not indemnify for removal of debris except from the site of such property destroyed or damaged and from the surface of the area immediately adjacent to the **Premises**;
- ii) **We** will not indemnify for **Damage** not sustained at the **Premises** during the **Period of the Insurance**; and
- iii) **Our** total liability under this Extension for any item shall not exceed its sum insured for any one **Occurrence** for any one **Period of Insurance**.

G20 Replacement of Keys and Resetting of Digital Locks

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the reasonable costs and expenses necessarily incurred by **You** during the **Period of Insurance** for the replacement of locks or resetting of digital locks following the loss of keys to the **Premises** by **You** or **Your** authorised representative.

Provided that **Our** liability will not exceed £2,500 any one **Occurrence** for any one **Period of Insurance**.

G28 Trace and Access (applicable for Covers 11 Escape of Water or Fuel Oil and 12 Sprinkler Leakage)

In the event of **Damage** at the **Premises** occurring during the **Period of Insurance** resulting from **Covers Insured** 11 (Escape of Water or Fuel Oil) or **Covers Insured** 12 (Sprinkler Leakage), **We** will pay **You** reasonable costs and expenses necessarily incurred in:

- a) locating the source of such **Damage**;
- b) the subsequent making good any **Damage** caused as a consequence thereof.

Provided always that **Our** liability will not exceed £25,000 any one **Occurrence**.

G21 Tree Felling or Lopping

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the reasonable costs and expenses necessarily incurred during the **Period of Insurance** in felling, lopping and removing trees at the **Premises** caused by **Covered Insured** for which **You** are legally responsible and which are an immediate threat to the safety of life or property.

Provided **We** will not be liable:

- a) for legal or local authority costs involved in removing trees;
- b) for costs incurred solely to comply with a Preservation Order;
- c) for the costs incurred in respect of routine maintenance.

Our liability will not exceed £5,000 any one **Occurrence** or in all for any one **Period of Insurance**.

G22 Unauthorised use of Electricity, Gas, Oil, Water or Telecommunications

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the cost of metered electricity, gas, oil, water or telecommunications for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** occurring the **Period of Insurance** without **Your** authority provided always that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered.

Our total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

The following Extensions and Clauses apply to Section B (Loss of Rent)

G23 Buildings Awaiting Sale

If at the time of the **Incident** **You** have contracted to sell **Your** interest in the **Premises** and the sale is cancelled or delayed solely in consequence of the **Incident** the amount payable may at **Your** option be either:

- a) during the period prior to the date upon which but for the **Incident** the **Premises** would have been sold the loss of rent being the actual amount of the reduction in the **Rent Receivable** by **You** during the **Indemnity Period** solely in consequence of the **Incident**;
- b) during the period commencing with the date upon which but for the **Incident** the **Premises** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier the loss in respect of interest being:
 - i) the actual interest incurred on capital borrowed solely to offset in whole or in part the loss of use of the sale proceeds for the purpose of financing the **Business**;

- ii) the investment interest lost to **You** on any balance of the sale proceeds after deduction of any capital borrowed as provided for under paragraph i) above;

less any amount receivable in respect of rent. This clause also covers with the consent of **Us** additional expenditure being the reasonable expenditure necessarily incurred during the **Indemnity Period** in consequence of the **Incident** solely to avoid or minimise the loss payable under a) and b) above.

G24 Cost of Re-letting

The Basis of Cover under Section B (Loss of Rent) is extended to cover **You** for reasonable costs and expenses necessarily incurred with **Our** prior written consent during the **Indemnity Period** in re-letting the **Premises** including legal fees in connection with the re-letting solely in consequence of the **Incident** occurring during the **Period of Insurance**.

G25 Loss of Investment Income on Late Payment

Following an **Incident** for loss or **Damage** accepted by **Us** as covered under Section A (Property Damage) and **We** have agreed to make a payment in respect of **Rent Receivable** and such payment to **You** by **Us** is made later ('Payment Date') than the date upon which **You** would normally expect to receive such rent from the lessee ('Expected Date'), **We** will pay a further sum representing **Your** loss of interest expected on such rent which **You** would have expected to have earned by placing the money into **Your** normal deposit banking account.

Provided that

- a) any loss of interest rate will be paid by **Us** at the rate of 1% above the Bank of England's current base rate applicable at the time of **Damage**;
- b) any indemnification under this Extension will only cover loss of interest for the difference in periods from the **Expected Date** and **Payment Date**.

G26 Loss of Rent (Unoccupied Properties)

In respect of any item covering Rent of **Unoccupied Premises**, the amount payable shall be limited to **Rent Receivable** which would have been paid to **You** if the **Premises** were fully tenanted during that period in the twelve (12) months immediately before the date of the **Incident** which corresponds with the **Indemnity Period** as evidenced by leases or negotiations or in the absence of such evidence based upon **Rent Receivable** of similar property in the same locality as the **Premises**, to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as maybe reasonable practical the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

G27 New Business (first year trading)

For the purpose of any claim arising from an **Incident** occurring before the completion of the first year's trading of the **Business** at the **Premises** the term '**Standard Rent Receivable**' will bear the following meaning and not as within stated:

Standard Rent Receivable – The proportional equivalent for a period equal to the **Indemnity Period** of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Incident**. Adjustments will be made as may be necessary to provide for:

- a) the trend of the **Business**; and
- b) variations in or other circumstances affecting the **Business**.

whether before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident**.

G28 Renewal

For the purpose of considering any **Incident** under Section 2 (Loss of Rent), **You** will prior to each renewal provide **Us** with the **Estimated Rent Receivable** for the financial year most nearly concurrent with the ensuing year of insurance.

G29 Rent Free Periods

For the purpose of considering any **Incident** under Section 2 (Loss of Rent), if at the date of the **Incident** the **Premises** are subject to a rent-free period concession under the terms of the lease the **Indemnity Period** will be adjusted by adding the unexpired portion of the rent free period to the **Maximum Indemnity Period**.

The following clause applies to Sections A (Property Damage) and B (Loss of Rent).

G30 Seventy Two Hour Clause

It is agreed that all losses arising separately out of one event of **Covers Insured** 7 (Earthquake), 9 (Storm) or 10 (Flood) if insured hereby occurring within each and every separate period of seventy two (72) hours during the currency of this Section will be deemed to be one **Occurrence** in determining the application of any deductible or **Excess** amount applicable hereunder.

The following clauses apply to Sections A (Property Damage) and B (Loss of Rent).

G31 Option Reinstatement of Loss

Following a loss covered by Section A (Material Damage), **We** will automatically reinstate the **Sums Insured** from the date of loss, unless **We** or **You** give written notice within thirty (30) days of the notification to **Us** of the **Damage** to the contrary provided that in the event of reinstatement.

Provided that **You** will always

- a. Pay the additional premium **We** require; and
- b. **You** will where applicable take immediate steps to effect such additions to or variations in the protection of the **Property Insured** as **We** may require.

G32 Professional Accountants

The Basis of Cover under Section B (Loss of Rent) is extended to cover **You** for the reasonable charges payable by **You** with **Our** prior written consent to **Your** professional chartered accountants for producing such particulars or any other proofs, information or evidence as may be required by **Us** under the terms of the Claims Procedure Condition of this **Policy** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents

Provided that any indemnity is subject to:

- a) **Our** liability will not exceed £50,000 any one **Occurrence**; and
- b) any particulars or details contained in **Your** books of account or other business books or documents which may be required by **Us** under the Claims Procedure Condition of this **Policy** for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for **You** and their reports will be prima facie evidence of the particulars and details to which such reports relate.

Optional Extensions

The following Extensions apply to Section A (Property Damage) but only if stated in the Schedule to be 'operative'.

Unless stated on the **Schedule**, cover under any Extension or clause under this Section forms part of and erodes the **Limit of Liability** or **Sum Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability** or **Sum Insured**.

G47 Money and Personal Accident (Malicious Attack)

- a) The **Basis of Cover** under Section A (Property Damage) is extended to cover **You** for **Damage** to **Your Money** occurring during the **Period of Insurance** whilst:
 - i) held at the **Premises** shown on the **Schedule**, **Our** maximum liability is £250 any one **Occurrence**;
 - ii) held within a safe or strongroom located at the **Premises** shown on the **Schedule**, **Our** maximum liability is £500 any one **Occurrence**;
 - iii) in transit by **You** or a security company licensed by Security Industry Authority (defined 'SIA'), **Our** maximum liability is £250 any one **Occurrence**;
 - iv) held in Bank's night safes located on the Bank's premises until at the banks risk, **Our** maximum liability is £1,000 any one **Occurrence** provided

- that **You** have obtained a written receipt from the Bank acknowledging **Your** deposit of funds;
- v) held in **Your** home or the home located within the **Territorial Limits** of any **Employee**, partner or director located, provided that that **Our** maximum liability is £250 any one **Occurrence**;
- vi) held in **Your** case, bag or waistcoat when such is used for the carriage of **Money**, **Our** maximum liability is £100 any one **Occurrence**;
- vii) held in any **Your** franking machines the property and **Damaged** as the result of theft at the **Premises**, **Our** maximum liability is £250 any one **Occurrence**.

Provided that:

1. the dishonest acts of any person in the employ or service of **You** will not be covered unless discovered within seven (7) days of the actual **Occurrence**;
2. **We** will not be liable in respect of clerical or accounting errors;
3. **We** will only be liable for **Money** in the custody or control of a SIA or Bank if **You** are unable to recover such loss under the terms of a contract held in with either SIA or Bank;
4. **We** will not be liable for loss from a safe or strongroom unless all keys or combination codes to such safe or strongroom are removed from the **Premises** or kept upon the person of **You** or an authorised employee whilst the **Premises** is unattended;
5. whenever an office, room or area in which a safe or strongroom containing **Money** is situated becomes unattended such safe or strongroom is securely locked;
6. **You** will keep a complete account of all **Money** in transit and on the **Premises** and will keep such record in a secure place other than in a safe or strongroom containing **Money**.

Personal Accident Malicious Attack

- a) The **Basis of Cover** under Section A (Property Damage) is extended to cover **You** whilst **You** are engaged in **Your Business** to any person whilst working for **Your Business** (hereafter the Assured) sustains **Bodily Injury** arising from malicious attack or assault or attempt by any person stealing or attempting to steal **Money** insured by this **Policy** during the **Period of Insurance** then **We** will indemnify for **Your** liability to pay **Compensation** and **Costs and Expenses** to the Assured,

Provided that our liability is limited to any one **Occurrence** in any one **Period of Insurance**:

'Benefit Sums'

1. death **Our** maximum liability is £10,000 any one loss;
2. **Loss of Limb(s)** and/or **Loss of Eye(s)** **Our** maximum liability is £10,000 any one loss;

3. Permanent total inability to attend to any occupation or business **Our** maximum liability is £10,000 any one loss;
4. Temporary total inability to attend to **Usual Occupation** or business **Our** maximum liability is £100 per week any one loss;
5. Loss of the Assured's personal clothing or personal affects, **Our** maximum liability is £250 any one loss.

Provided that:

- i) no benefit will be payable until the entire amount has been ascertained and agreed;
- ii) **We** will not be liable under Benefit Sum 4 (above) to pay for a longer period than fifty two (52) weeks in respect of any one accident;
- iii) if **We** are satisfied that the inability is permanent Benefit Sum 3 (above) will become payable when benefit 4 is exhausted. The maximum **We** will pay is Benefit Sum 4 less payment made under benefit 3. **We** will not otherwise be liable to pay more than one benefit in respect of the same accident;
- iv) In no case will more than one benefit be payable in respect of the same period of time except for iii) above; and
- v) benefit will only be payable provided death or loss occurs or disablement commences within twenty four (24) months of the date of injury.

The following clause applies to Sections A (Property Damage), B (Loss of Rent) but only if stated in the Schedule to be 'operative'.

G48 Munitions of War

General Exclusion 9 (Nuclear, War and Sonic Bangs) will not apply to loss arising by **Damage to the Premises** occasioned by the detonation of munitions of war or parts thereof within 1000 metres of the **Premises** provided always that the presence of such munitions does not result from a state of war current at the time of detonation.

Our total liability will not exceed £10,000 any one **Occurrence** for any one **Period of Insurance**.

Adaptation Clauses (Green issues and climate change)

Standard Clauses

The following clauses apply to Section A (Property Damage).

Unless stated on the **Schedule**, cover under any Extension or clause under this Section forms part of and erodes the **Limit of Liability** or **Sum Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability** or **Sum Insured**.

A1 Energy Performance and Sustainable Buildings

The insurance under the Basis of Cover under Section A (Property Damage) is extended to cover **You** for **Damage** to the **Buildings** caused by **Covers Insured** occurring during the **Period of Insurance** for the additional cost of **Reinstatement** reasonably incurred with **Our** prior written consent to:

- a) comply with the recommendations made under any current Energy;
- b) Performance Certificate in respect of the lost, destroyed or damaged **Property Insured**;
- c) reinstate the lost, destroyed or damaged property to a standard above the minimum required under the prevailing European Union or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment;
- d) arising from the use of alternative materials or sources of materials in accordance with the principles of the BRE Environmental and Sustainability Standard.

Provided that:

- i) **We** will not be liable for any undamaged portions of the **Property Insured**;
- ii) **We** will not be liable for the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of the works funded by the application of this clause;
- iii) **We** will not be liable for the cost incurred in complying with prevailing European Union or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **You** prior to the happening of the **Damage**.

Our total liability will not exceed £50,000 any one **Occurrence** and in all for any one **Period of Insurance**.

A2 Debris Recycling

In the event of loss or destruction of or **Damage** to **Property Insured** or **Buildings** caused by **Covers Insured** the insurance under Section A (Property Damage) is extended to include additional expenses incurred with **Our** prior written consent to sort, segregate and transport recyclable debris of the **Damaged Building** to recycling facilities.

Provided always that:

- a) **Our** liability under this clause in respect of any one **Occurrence** is limited to 25% of the total amount paid or payable by **Us** under the Removal of Debris clause in connection with the same **Occurrence**;
- b) **We** will not be liable for the first 10% of all costs otherwise payable under this clause.

Optional Clauses

The following clauses apply to Section A (Property Damage) but only if stated in the Schedule to be 'operative'.

Unless stated on the **Schedule**, cover under any Extension or Clause under this Section forms part of and erodes the **Limit of Liability** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability**.

A3 A) Storm and Flood – Resilience

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for **Damage** to **Property Insured** or **Buildings** caused by a **Covers Insured** occurring during the **Period of Insurance** in respect of such **Property Insured** includes the additional costs of reinstatement incurred with **Our** prior written consent in:

- a) utilisation of materials with improved water resilience;
- b) the relocation within the same building of replacement landlords' fixtures and fittings insured under this **Policy** to an area of reduced exposure to loss or damage by water arising from Storm and Flood.

B) Storm and Flood – Protection

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for loss or destruction of or **Damage** to **Property Insured** or **Buildings** caused by **Covers Insured** (Storm) and (Flood) if insured the insurance in respect of such **Property Insured** includes the additional costs of reinstatement incurred with **Our** prior written consent in the utilisation of PAS 1188 (or similar or replacement standard) approved products or other appropriate products methods or schemes including specialist consultant fees for the purposes of providing protection against future **Damage** by Flood

- a) the escape of water from the normal confines of or the backing-up of drains and sewers;
- b) inundation from water run-off from adjacent land.

C) Incombustible Reinstatement

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for loss or destruction of or **Damage** to **Property Insured** caused by a **Covers Insured** during the **Period of Insurance** for the additional costs of **Reinstatement** incurred with **Our** prior written consent in utilising alternative materials that are incombustible or are Loss Prevention Council Board approved.

Provided in respect of A), B) and C) above:

- i) **We** will not be liable for:

- 1) any undamaged portions of the **Property Insured**;
 - 2) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the works funded by the application of this clause;
 - 3) the cost incurred in complying with prevailing European Union or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority under which notice has been served upon **You** prior to the happening of the **Damage**;
 - 4) the cost of any improvements scheduled by **You** to take place at the **Premises** prior to the happening of the **Damage**;
 - 5) the first 10% of all costs otherwise payable under the terms of this clause;
 - 6) beyond the amount that would have been payable in the absence of this clause will be made:
 - a) unless Reinstatement commences and proceeds without unreasonable delay and in any case must be commenced within twelve (12) months of the date of the **Damage** or within such further time as **We** may allow during the said twelve (12) months;
 - b) until the cost of reinstatement has actually been incurred;
- ii) the total amount recoverable under A), B) and C) above combined will not exceed for all **Occurrences** the amount stated in the **Schedule**.

Other Insurance Clauses

The following clauses apply to Sections A (Property Damage) and B (Loss of Rent).

Unless stated on the **Schedule**, cover under any Condition, Extension or Clause under this Section forms part of and erodes the **Limit of Liability or Sum Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, **Limit of Liability or Sum Insured**.

C1 Automatic Cover from Exchange

The Basis of Cover under Section A (Property Damage) and B (Loss of Rent) is extended to cover **You** for loss, destruction or **Damage** caused by **Covers Insured** during the **Period of Insurance** for any building **You** have contracted to purchase and the purchase of the building, at the time of its loss, destruction or **Damage**, has not been

but is thereafter completed the location of such building will be deemed to be a **Premises** under Sections A (Property

Damage) and B (Loss of Rent) until completion but only in circumstances where either:

- a) **Your** interest in any such building is not covered by any other insurance;
- b) **Your** interest is covered by any other insurance but only to the extent that any other insurance on such building is more restrictive in cover or limits and where **We** will be liable for any difference between any other insurance and this **Policy**.

Provided that:

- i) **Our** total liability at any one **Building** will not exceed £500,000 for any one **Period of Insurance**; and
- ii) **You** undertake to give particulars of such extension of cover as soon as reasonably practicable and to effect specific insurance thereon retrospective to the date of the commencement of the **Our** liability.

The following Extensions apply to Section A (Property Damage).

C2 Bailor's Goods

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for loss or destruction of or **Damage** to goods caused by **Covers Insured** and which are in the custody and control of **You** and for which **You** are legally liable as bailor while situate within the **Premises** during

the **Period of Insurance** in so far as such goods are not otherwise insured.

Provided **We** will not be liable:

- a) in respect of loss by theft or any attempt thereof of gold, silver, precious stones, precious metals, bullion, furs, curiosities, works of art, rare books, audio visual goods, computer equipment, cameras, jewellery or **Money**;
- b) in respect of unaccountable losses;
- c) unless a signed inventory is issued to the tenant or lessee as soon as a repossession takes place.

Our total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**.

C3 Capital Additions

The Basis of Cover under Section A (Property Damage) and Specification 1 of Section B (Loss of Rent) is extended to cover **You** for **Your** loss as a result of **Damage** to **Your** alterations, additions and improvements required to any newly acquired or newly erected or completed alterations, additions or improvements to **Buildings** caused by **Covers Insured** occurring during the **Period of Insurance**

Provided that:

- 1) **We will not cover any**
 - a) appreciation in value;

- b) Damage to Property Insured;
- c) **Damage** to any property **You** are not legally responsible for;
- d) **Damage** caused by the **Covers Insured** 7 Earthquake, **Covers Insured** 8 Storm and **Covers Insured** 9 Flood, unless **You** have declared the changes at the **Building** to **Us** and **We** have accepted them;
- e) **Damage** where **You** have not provided **Us** with information on any such changes as soon as possible and in any event within ninety (90) days and paid any additional premium **We** require;

2) **Our** total liability at any one situation will not exceed:

- (a) £2,000,000 for any newly built and, or newly acquired building;
- (b) £500,000 for alterations, additions and improvements to the building

whichever is the lower any one **Occurrence** for any one **Period of Insurance**.

C4 Diminution in Value

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for loss or destruction of or **Damage** to **Buildings** or to third party buildings caused by **Covers Insured** within the vicinity of the **Buildings** or third party buildings there is a subsequent reduction in sale price achieved on the **Buildings** offered for sale on the open market prior to **Damage** the insurance by this Section will indemnify **You** for the difference in prior and post **Damage** value of.

The amount payable in respect of the reduction in sale price of the **Building** will be substantiated by a practising member of the Royal Institution of Chartered Surveyors whose appointment will be agreed by **You** and **Us** and due allowance will be taken of all other sums recovered in respect of **Damage** under the insurance and from any other source.

Provided always that **Our** liability will not exceed £100,000 any one **Occurrence** or in all for any one **Period of Insurance**.

C5 Failure of Third Party Insurances

The Basis of Cover under Section A (Property Damage) **Buildings** and Specification 1 to Section B (Loss of Rent) is extended to cover **You** for **Rent Receivable** at the 'Premises' defined below for the amount of such loss, destruction or **Damage** to such **Buildings** or such loss of **Rent Receivable** caused by **Covers Insured** during the **Period of Insurance** but only to the extent that the lessee or freeholder is unable to recover such an amount equivalent to that which could be payable under this **Policy** if the lessee or freeholder were **You** as a result of:

- a) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease;

- b) the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by **You** or not;

but excluding any payments in respect of loss, destruction or **Damage** or loss of **Rent Receivable** that **You** recovers or is able to recover from any other party.

Provided that:

- i) **Our** total liability any one **Premises** will not exceed £500,000 any one **Occurrence** for any one **Period of Insurance**.
- ii) no amount will be recoverable:
 - 1) due to the operation of any **Excess** or deductible under any more specific insurance;
 - 2) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within the lessee or freeholder's policy as a result of the action of **You**;
 - 3) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim;
 - 4) unless **You** carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties;
- iii) for the purposes of this clause 'Premises' will mean all properties of **Yours** anywhere in the **Territorial Limits** which are leased to or by **You** but not specifically insured or referred to elsewhere under this **Policy** and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with **You**.

Conditions Applicable to this Clause C5 Failure of Third Party Insurances

- 1 **We** will not be liable in respect of **Rent Receivable** unless the **Building** to which the **Rent Receivable** relates be so damaged as to be rendered unfit for occupation and then only for such proportion of the rent payable as may be equivalent to the period necessary for reinstating the destruction or damage sustained but not exceeding thirty six (36) months.
- 2 This clause will only take effect if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

C6 Inadvertent Omission to Insure

The Basis of Cover under Section A (Property Damage) and Specification 1 under Section B (Loss of Rent) is extended to cover **You** for **Rent Receivable** for **Damage** to **Buildings** caused by **Covers Insured** occurring during the **Period of Insurance** and occurring within the **Territorial Limits**, where **You** have an obligation to insure the **Buildings**, whether they are owned by or on a lease to **You** or in which

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they are interested as mortgagees, but the **Buildings** have been inadvertently left uninsured.

Provided that:

- a) **Our** total liability will not exceed £500,000 any one **Occurrence** for any one **Period of Insurance**;
- b) **You** will give notice in writing to the **Us** immediately **You** become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became **Your** responsibility;
- c) **You** will carry out at not less than annual intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force for such properties;
- d) this clause will only be effective if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

C7 New Acquisitions

- a) The Basis of Cover under Section A (Property Damage) and Section B (Loss of Rent) is extended to cover **You** for **loss** arising from **Damage** to any newly acquired or constructed **Buildings** occurring within the **Territorial Limits** and during the **Period of Insurance**, in so far as the same are not otherwise insured and;
- b) where such acquisition or construction occurs during the current **Period of Insurance**.

Provided that:

- i) **Our** total liability any one building does not exceed £500,000 any one **Period of Insurance**;
- ii) **You** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability;
- iii) the provisions of this clause will be fully maintained notwithstanding any specific insurance effected under ii) above.

C8 Non Aggregation Clause

In respect of the following Extensions: C1 (Automatic Cover from Exchange), C3 (Capital Additions), C4 (Diminution in Value), C5 (Failure of Third Party Insurances), C6 (Inadvertent Omission to Insure) and C7 (New Acquisitions):

- a) should there be in force any other insurance providing cover against such claim then **Our** liability will be limited to its rateable proportion of such claims and the limit of liability detailed herein will be reduced in like proportion;
- b) should there be a single **incident** of loss, destruction or damage for which **You** are entitled to claim indemnity under more than one Contingent Cover Clause **Our** liability under each clause will not aggregate but will be

restricted in total to that detailed under the applicable clause with the highest limit.

C9 Other Premises

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for **Damage to Landlords' Contents** and landlords' fixtures and fittings covered under this **Policy** caused by **Covers Insured** while temporarily removed to any other premises in the occupation of **You** in the **Territorial Limits** during the **Period of Insurance**.

Provided that:

- a) they are not otherwise insured;
- b) **Our** total liability will not exceed £10,000 any one **Occurrence** for any one **Period of Insurance**.

C10 Temporary Removal

The Basis of Cover under Section A (Property Damage) is extended to cover for **Damage to Property Insured** caused by **Covers Insured** during the **Period of Insurance** while temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland.

Provided that:

- a) **Our** total liability will not exceed £50,000 any one **Occurrence** for any one **Period of Insurance**;
- b) this clause does not apply to property in so far as it is otherwise insured.

C11 Value Added Tax

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for each item on **Buildings**

Damaged caused by **Covers Insured** during the **Period of Insurance** for Value Added Tax paid by **You** which is not subsequently recoverable.

Provided that:

- a) i) **Your** liability for such tax arises solely as a result of the Reinstatement of the **Buildings** following **Damage** incurred during the **Period of Insurance**;
- ii) **We** have paid or have agreed to pay for such **Damage** under this **Policy**;
- iii) if any payment made by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of the **Reinstatement** any payment under this clause resulting from that **Damage** will be reduced in like proportion;
- iii) where a building has not been registered for Value Added Tax the sum insured advised to **Us** will include an appropriate allowance for Value Added Tax;
- b) **Your** liability for such tax does not arise from the replacement building having greater floor area than or

being better or more extensive than the destroyed or damaged building;

- c) where an option to reinstate on another site is exercised **Our** liability under this clause will not exceed the amount of tax that would have been payable had the building been rebuilt on its original site;
- d) **Our** liability under this clause will not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax.

For the purposes of any Condition of Average (Underinsurance) rebuilding costs will be exclusive of Value Added Tax.

Our liability may exceed the **Sum Insured** by an item insured where such excess is solely in respect of Value Added Tax.

Contract Works Clauses

Standard Clauses

The following clauses apply to Sections A (Property Damage) and B (Loss of Rent).

Unless stated on the **Schedule**, cover under any Extension or Clause under this Section forms part of and erodes the **Limit of Liability** or Sum Insured and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability** or Sum Insured.

CW1 Contract All Risks

In respect of refurbishment work and extensions to existing structures only located at the **Premises**, the Basis of Cover under Sections A (Property Damage) and Specification 1 under Section B (Loss of Rent) is extended to cover **You** for **Damage** or **Consequential Loss** caused by **Covers Insured** in respect of property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection occurring during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- a) **Our** total liability will not exceed £25,000 any one **Occurrence** for any one **Period of Insurance**;
- b) where more specific insurance is in force.

CW2 Contractors' Interest

Where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and the contractor under the terms of a contract condition then with **Our** prior written consent the interest of the contractor in the **Buildings** as a joint **insured** is hereby noted subject to any single contract valued in excess of £25,000 being advised to **Us** and an additional premium being paid as appropriate.

CW3 Workmen

The Basis of Cover under Sections A (Property Damage) and Section B (Loss of Rent) is extended to cover **You** for **Damage** or **Consequential Loss** to **Buildings** caused

by workmen working on site at the **Buildings** during the **Period of Insurance** for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

CW4 Buildings Awaiting Demolition

The Basis of Cover under Sections A (Property Damage) and Specification 1 to Section B (Loss of Rent) is extended to cover **You** for **Damage** or **Consequential Loss** for **Buildings** which are:

- a) scheduled for demolition;
- b) **Unoccupied** and in such a poor state of repair as to render the premises economically unviable to put back into use but cover will be restricted to **Damage** or **Consequential Loss** arising from the **Covers Insured** 1 (Fire), **Covers Insured** 3 (Explosion) and **Covers Insured** 4 (Aircraft) only and will be restricted to the costs and expenses necessarily incurred with the consent of **Us** in removing debris of the portion or portions of the premises following their **Damage**.

We will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- ii) arising from **Pollution or Contamination** of property not insured by this **Policy**.

We will only be liable for such costs and expenses in excess of those which would have been payable had the **Damage** not occurred.

Interested Parties Clauses

Standard Extensions

The following Extensions apply to Section A (Property Damage).

Unless stated on the **Schedule**, cover under any Extension under this Section forms part of and erodes the **Limit of Liability** or **Sums Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability** or **Sums Insured**.

I1 Contracting Purchaser's Interest

If at the time of **Damage** occurring during the **Period of Insurance** **You** have contracted to sell **Your** interest in any **Building** and the purchase has not been but is thereafter completed, the purchaser on completion of the purchase if and so far as the property is not otherwise insured against such **Damage** by them or on their behalf will be entitled to benefit under this Section without prejudice to the rights and liabilities of **You** or **Us** until completion.

I2 Hire Agreement

We agree that the interest of owners of hired in equipment are noted at the request of **You**. **You** undertake to declare the names, nature and extent of such interests at the time of the **Damage** to hired in equipment if insured by this **Policy**.

The following clauses apply to Sections A (Property Damage) and B (Loss of Rent).

Unless stated on the **Schedule**, cover under any Extension or Clause under this Section forms part of and erodes the **Limit of Liability** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, **Limit of Liability**.

13 Mortgagees and Lessors

Any increase in the risk of **Damage** or **Consequential Loss** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **Buildings** insured by this **Policy** will not prejudice the interest of any mortgagee, freeholder or lessor provided always that such increase in risk is without their prior knowledge or authority and **We** are notified immediately they become aware of such increase in risk and the **You** pay an appropriate additional premium if required.

14 Non-Invalidation

The insurance under Sections A (Property Damage), B (Loss of Rent) will not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** or loss is increased unknown to or beyond the control of **You** provided always **You** immediately become aware **You** give notice to **Us** and pay an appropriate additional premium if required.

15 Other Interests

It is agreed that the interest of various lessees, freeholders, mortgagees or debenture holders in this insurance are noted at the request of **You**. **You** undertake to declare the names, nature and extent of such interests at the time of the **Damage**.

16 Subrogation Waiver

In the event of a claim arising under Sections A (Property Damage), B (Loss of Rent) **We** agree to waive any rights, remedies or relief to which **We** might become entitled by subrogation against any tenant or lessee in respect of **Damage** or loss to that portion of the **Premises** in the demise of that tenant or lessee or to those portions of the **Premises** in which all the tenants have a common interest where the premium has been paid by the tenant or lessee but excluding **Damage** or **Consequential Loss** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's willful act or recklessness.

Optional Extensions

The following extensions apply to Sections A (Property Damage) and B (Loss of Rent) but only if stated in the Schedule to be 'operative'.

17 Cancellation – Lender's Interest

We agree **We** will not cancel the **Policy** in respect of the interest of a lender as a result of non payment of premium without first giving the lender fourteen (14) days written notice.

Provided always that:

- the lender's details have been provided to **Us** and are correct and current at the time of cancellation;
- We** have been requested to provide such notice prior to such non payment;
- during the notice period cover will be restricted to the extent of the lender's interest.

18 Composite Insured (Non Vitiating)

We agree that where any insured party are noted as being 'Composite Insured' in the Schedule then any non disclosure, misrepresentation or failure to comply with the **Policy's** terms and conditions on their part or on the insured party's part will not prejudice the rights of the other insured party or insured parties pursuant to the terms of the **Policy** provided that the other insured party will immediately on becoming aware of such non disclosure, misrepresentation or failure to comply with the **Policy's** conditions pursuant to any notice given in writing to **Us**.

19 First Loss Payee

It is agreed that in the event of any loss accepted by **Us** as covered under Sections A (Property Damage) or B (Loss of Rent) and where the total amount payable by **Us** exceeds the value stated in the **Schedule** all payments except **Professional Fees** and other disbursements will be payable to the First Loss Payee detailed in the **Schedule**.

110 Managing Agents

In the event of a claim arising under Sections A (Property Damage) or B (Loss of Rent) **We** agree to waive any rights, remedies or relief to which **We** might become entitled by subrogation against a managing agent if acting solely in the capacity as managing agent in respect of the **Property Insured** but excluding **Damage** or **Consequential Loss** arising out of the managing agent's gross negligence, willful act or recklessness.

Residential Buildings Extensions

The following extensions apply to Residential Buildings under Section A (Property Damage).

Unless stated on the **Schedule**, cover under any Extension or Clause under this Section forms part of and erodes the **Limit of Liability or Sum Insured** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, the **Limit of Liability or Sum Insured**.

R1 Alternative Accommodation and Loss of Rent

The Basis of Cover under Section A (Property Damage) is extended to cover for **Damage** caused by any **Covers Insured** to a **Residential Building** or residential portion of a **Commercial Building** occurring within the **Period of Insurance** resulting in a **Residential Building** or residential portion of a **Commercial Building** insured being uninhabitable or includes for each dwelling either:

- Rent Receivable** as defined in Section B (Loss of Rent);
- the reasonable additional cost of comparable accommodation incurred by the lessee or owner for

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any resident including pets which normally live in the **Building**;

- c) a cash allowance not exceeding 25% of the amount payable under b) above;

until the property is habitable or accessible.

Provided that **Our** total liability will not exceed 25% of the total **Buildings Sum Insured** shown on the **Schedule** any one **Occurrence** for any one **Period of Insurance**.

R2 Removal of Nests (only applies if shown on the Schedule)

The Basis of Cover under Section A (Property Damage) is extended to cover **You** for the cost of removing wasps or bees' nests and vermin from **Residential Buildings** occurring during the **Period of Insurance**.

Provided **We**:

- a) **Our** total liability will not exceed £2,500 any one **Occurrence** for any one **Period of Insurance**; and
- b) will not be liable for the cost of removing nests or infestations already in the **Buildings** before the inception of this **Policy**.

The following Extensions apply to Sections A (Property Damage) and B (Loss of Rent).

R3 Illegal Activities and Illegal Cultivation of Drugs (CONDITION PRECEDENT)

The Basis of Cover under Section A (Property Damage) is extended to cover for **Damage or Consequential Loss** to the **Property Insured** occurring during the **Period of Insurance** resulting from the illegal cultivation of drugs or illegal activities at the **Premises** by a tenant, lessee or licensee of **Yours** it is a **Condition Precedent** to **Our** liability to make payment under this **Policy** that **You** have:

- a) carried out comprehensive internal and external surveys of the **Premises** at least every three (3) months prior to the **Damage** and maintained a written log of such inspections
- b) prior to the letting the **Premises**, **You** have obtained satisfactory written vetting references for the tenant;
- c) recorded written details of the tenant's bank account details and verified same by collecting at least one payment via such means.

Our total liability will not exceed the amount stated in the 'Property Owners' document any one **Occurrence** or in all for any one **Period of Insurance**.

R4 Persons Lawfully on the Premises

In respect of residential portions of the **Premises Damaged** or **loss** from the **Covers Insured** for

- a) Theft
- b) Riot and Malicious Persons

caused or perpetrated by persons lawfully on the **Premises** is excluded other than in respect of **Damage** by Malicious Persons where the **You** have:

- a) prior to the letting the **Premises**, **You** have obtained satisfactory written vetting references for the tenant
- b) recorded details of the tenant's bank account details and verified same by collecting at least one payment via such means.

Conditions applicable to Sections A (Property Damage) and B (Loss of Rent)

The following condition applies to Section A (Property Damage) only.

1 Condition of Average (Underinsurance)

The **Sum Insured** by each item other than those applying solely to Fees, Rent or Removal of Debris and in respect of each separate property insured is declared to be separately subject to Average.

Where a **Sum Insured** is declared subject to Average if such sum is at the commencement of any **Damage** less than the value of the property covered within such **Sum Insured** the amount payable by **Us** in respect of such **Damage** will be proportionately reduced.

This condition will not apply provided that **You** have carried out valuations utilising qualified RICS (Royal Institution of Chartered Surveyors) members at intervals of not more than 3 years and:

- a) where necessary increased the **Sums Insured** to at least the amount stated in the valuation; and
- b) made appropriate allowance in **Sums Insured** for inflationary increases in the period between valuations.

The following conditions apply to Sections A (Property Damage) and B (Loss of Rent).

2 Construction and Heating of the Buildings (CONDITION PRECEDENT)

It is a **Condition Precedent** to **Our** liability to make payment under this **Policy** that the **Buildings** are:

- a) constructed of brick, stone or concrete; and
- b) roofed with slates, tiles, concrete, metal or asbestos, with no more than 20% of other materials; and
- c) heated by
 - i) low pressure hot water or steam;
 - ii) oil fired space heaters fed from a fuel tank in the open;
 - iii) overhead gas or electrical appliances;
 - iv) gas or electric fires in offices only;

or as expressly varied in accordance with details provided to **Us** and accepted in writing by **Us**.

3 Security Requirements (CONDITION PRECEDENT)

In respect of **Buildings** occupied by **You** or for which the security is the direct responsibility of **You** or **Your** agents or in respect of any empty or disused **Buildings** it is a **Condition Precedent** to **Our** liability to make payment under this **Policy** that:

- a) any additional protection required by **Us** will be fitted in accordance with their requirements and together with all other devices for the protection of the **Property Insured** will be kept in good order and put into full and effective operation whenever the **Premises** are closed for business to customers or callers or are unattended;
- b) all keys including duplicate keys relative to the security of a portion of the **Premises** or to any safe or strongroom containing **Property Insured** will be removed from that portion of the **Premises** whenever they are closed for business or left unattended.

We will not pay a claim if **You** fail to fully comply with this **Condition Precedent**.

4A Unoccupied Buildings Commercial Building (CONDITION PRECEDENT)

- A) In respect of any **Commercial Building** that is wholly or partly **Unoccupied** for more than thirty (30) consecutive days:
 - i) the **Excess** applicable in respect of **Damage** caused by Covers Malicious Persons, Storm, Flood, Escape of Water or Fuel Oil, Sprinkler Leakage or Theft if insured will be £500 or the **Excess** stated in the **Schedule** whichever is the higher;
 - ii) it is a **Condition Precedent** to **Our** liability to make payment under this **Policy** for **Damage** occurring fourteen (14) days or more from the date **You** became aware of the unoccupancy that at the happening of the **Damage**:
 - i) **You** have previously notified **Us** of the unoccupancy; and
 - ii) all gas and electrical services within the **Unoccupied** area except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and
 - iii) the water system to the **Unoccupied** portion of the building is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and

- iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and
- v) the letter box and other unprotected apertures to the **Unoccupied** portion of the building have been permanently sealed; and
- vi) all combustible contents and waste from within the **Unoccupied** portion of the building and yard areas belonging to it have been removed; and
- vii) the **Unoccupied** portion of the building has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems
- viii) the **Unoccupied** portion of the building is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of **You** to ensure continuing compliance with the other terms of this condition. Inspections to commence within the initial fourteen (14) days following **You** becoming aware the property is **Unoccupied** and to continue at intervals not exceeding seven (7) days thereafter. Inspection results are to be recorded and retained at a separate location during the period of unoccupancy; and
- ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and
- x) **You** have notified **Us** within seven (7) days in the event of **Damage** or unauthorised entry to the **Unoccupied** area becoming evident or known to **You** or **Your** authorised representative.

This Condition 4A (Unoccupied Buildings) (above) will not however apply in respect of multi tenanted **Buildings** exclusively designed for and in use for retail and office purposes where access to the various units is gained via a common entrance and where less than 20% of the **Building** is **Unoccupied**.

4B Residential Buildings in respect of Buildings with less than 6 Dwellings (CONDITION PRECEDENT)

In respect of that part of a **Residential Building** with less than six (6) Dwellings that has become **Unoccupied** for forty five (45) consecutive days ('the **Unoccupied** area'):

- a) the **Excess** applicable to the **Unoccupied** area in respect of **Damage** caused by **Covers Insured** 6 (Malicious Persons), 9 (Storm), 10 (Flood), 11 (Escape of Water or Fuel Oil), 12 (Sprinkler Leakage) or 2 (Theft) if insured will then be £500 or the **Excess** stated in the **Schedule** whichever is the higher;

- b) it is a **Condition Precedent** to **Our** liability to make payment under this **Policy** for **Damage** in respect of the **Unoccupied** area occurring 45 days or more from the date **You** became aware of the unoccupancy that at the happening of the **Damage**:
 - i) **You** have previously notified **Us** of the unoccupancy and the date on which **You** became aware of it; and
 - ii) all gas and electrical services within the **Unoccupied** area except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and
 - iii) the water system within the **Unoccupied** area is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and
 - iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and
 - v) the **Unoccupied** area's letter box and other unprotected apertures have been permanently sealed; and
 - vi) all combustible contents and waste from within the **Unoccupied** area of the building and yard areas belonging to it have been removed; and
 - vii) the **Unoccupied** area has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems;
 - viii) the **Unoccupied** area is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of **Yours** to ensure continuing compliance with the other terms of this condition. Inspection to commence within the initial 45 days following **You** becoming aware the property is **Unoccupied** and to continue at intervals not exceeding 14 days thereafter. Inspection results to be recorded and retained at a separate location during the period of unoccupancy; and
 - ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and
 - x) **You** have notified **Us** within seven (7) days in the event of **Damage** or unauthorised entry to the **Unoccupied** area becoming evident or known to **You** or **Your** authorised representative.

This Condition 4B (Residential Buildings in respect of Buildings with less than 6 Dwellings) will only apply in

respect of **Residential Buildings** comprising five (5) or less dwellings.

4C Residential Buildings in Respect of Buildings with 6 or more Dwellings (CONDITION PRECEDENT)

In respect of that part of a Residential Building with six (6) or more Dwellings that has become Unoccupied for forty-five (45) consecutive days ('the Unoccupied area'):

- a) the **Excess** applicable to the Unoccupied area in respect of **Damage** caused by **Covers Insured** 6 (Malicious Persons), 9 (Storm), 10 (Flood), 11 (Escape of Water or Fuel Oil), 12 (Sprinkler Leakage) or 2 (Theft) if insured will then be £500 or the **Excess** stated in the **Schedule** whichever is the higher;
- b) it is a **Condition Precedent** to **Our** liability to make payment under this **Policy** for **Damage** in respect of the **Unoccupied** area occurring 45 (forty five) days or more from the date **You** became aware of the unoccupancy that at the happening of the **Damage**:
 - i) **You** have previously notified **Us** of the unoccupancy and the date on which **You** became aware of it; and
 - ii) all gas and electrical services within the **Unoccupied** area except electrical circuits required to maintain any fire or intruder alarm system have been isolated; and
 - iii) the water system within the **Unoccupied** area is either isolated and completely drained or its central heating systems have been set at a minimum temperature of 5 degrees Celsius during the period 1st October to 1st April each year; and
 - iv) where sprinkler systems are installed and water supplies must be maintained heating is being maintained at a minimum temperature of 5 degrees Celsius; and
 - v) the **Unoccupied** area's letter box and other unprotected apertures have been permanently sealed; and
 - vi) all combustible contents and waste from within the **Unoccupied** area of the building and yard areas belonging to it have been removed; and
 - vii) the **Unoccupied** area has been secured against unlawful entry by closing and locking its doors and windows and setting all its security and alarm systems;
 - viii) the **Unoccupied** area is subject to a programme of comprehensive internal and external inspections undertaken by an authorised representative of **Yours** to ensure continuing compliance with the other terms of this condition. Inspection to commence within the initial forty five (45) days following

You becoming aware the property is **Unoccupied** and to continue at intervals not exceeding fourteen (14) days thereafter. Inspection results to be recorded and retained at a separate location during the period of unoccupancy; and

- ix) any new accumulations of combustible materials including but not limited to junk mail found during such inspections are immediately removed; and
- x) **You** have notified **Us** within 7 days in the event of **Damage** or unauthorised entry to the **Unoccupied** area becoming evident or known to **You** or **Your** authorised representative.

This Condition 4C (Residential Buildings in Respect of Buildings with 6 or more Dwellings) will only apply to **Residential Buildings** comprising 6 or more dwellings and where 20% or more of the whole is **Unoccupied**

We reserve the right to further amend the premium or other terms and conditions of this **Policy** (including the requirement for additional risk improvement measures

We consider essential) in respect of the affected **Premises** at the time unoccupancy is notified to **Us**.

You will be under no obligation to accept any revised terms the **We** apply beyond those detailed in Sections A (Property Damage), B (Loss of Rent) and C (Property Owners' Liability) above but in the event of refusal **We** may invoke General Condition 7 – Cancellation under the General Conditions.

5 Flats

The **Sum Insured** under Section 1 (Property Damage) for **Buildings** represents the value of that portion of the **Buildings** owned by **You** (including external walls, roof and foundations and such common parts of the **Buildings** for which **You** are legally responsible).

In the event of **Damage** occurring at the **Premises** during the **Period of Insurance** resulting from an **Insured Peril** to any part of the **Premises** not occupied by **You**, but for which **You** are legally responsible, **We** will only pay such proportion of the loss as the **Sum Insured** bears to the **Reinstatement** value of the **Buildings**.

6 House in Multiple Occupants HMO (CONDITION PRECEDENT)

It is a **Condition Precedent** to **Our** liability under this **Policy** that **You** must:

- i) contact the local authority in relation to the **Premises** to establish whether it is classed as a HMO property; and
- ii) if the **Premises** are classed as a HMO property **You** must comply with all HMO licencing requirements; and

- iii) if requested **You** must supply to **Us** or **Our** representatives documentary evidence of i) and ii) above.

7 Inspection of the Premises (CONDITION PRECEDENT)

It is a **Condition Precedent** of **Our** liability under the **Policy** that **You** or **Your** representative must inspect the **Premises** internally, including the loft area and externally at least once every six (6) months whilst the **Premises** are occupied by a tenant.

You must maintain a written record of dates and times of the inspections and any observations, actions undertaken.

If requested **You** must supply to **Us** or **Our** representatives these records.

8 Legislation (CONDITION PRECEDENT)

It is a **Condition Precedent** of **Our** liability under the **Policy** that **You** must comply with all current landlord legal responsibilities and requirements under applicable legislation.

If requested, **You** must provide a copy of any documentation to **Us** or **Our** representative.

9 Survey (CONDITION PRECEDENT)

It is a **Condition Precedent** to **Our** liability under this **Policy** that **You** shall comply with any risk improvements required by **Us** following a survey within the timescales specified by **Us**.

We retain the right to cancel, suspend or alter the terms of the insurance provided by this **Policy** should the survey show the risk or any part thereof to be unacceptable to **Us** requiring improvement or not as represented by **You** to **Us**.

Exclusions applicable to Sections A (Property Damage) and B (Loss of Rent)

We shall have no liability under Section A (Property Damage), B (Loss of Rent) of this **Policy** to make any payment arising from:

1 Consequential Loss

Consequential Loss in respect of Section A (Property Damage):

2 Contract Works or Property More Specifically Insured

Loss, **Damage or Consequential Loss** in respect of:

- a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than as specifically allowed for under the Contract All Risks clause;
- b) property more specifically insured.

3 Land

- a) in respect of Section A (Property Damage): any loss or destruction of or **Damage** to land;
- b) in respect of Section B (Loss of Rent):

Consequential Loss caused by loss or destruction of or damage to land

other than for an amount of any loss of less than £25,000 in total in respect of land to a depth of up to one metre which **You** own or for which **You** are responsible within the perimeter of the **Premises** provided always that such loss is not otherwise excluded.

4 Northern Ireland Civil Commotion

in respect of Northern Ireland loss, **Damage or Consequential Loss** occasioned by or happening through or in consequence directly or indirectly of riot or civil commotion and except in respect of loss **Damage or Consequential Loss** by fire or explosion strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

5 Riot or Civil Commotion

loss, **Damage or Consequential Loss** occasioned by riot or civil commotion unless arising from a **Covered Insured**.

Terrorism Buy Back Cover applicable to Sections A (Property Damage) and B (Loss of Rent) Extensions 1) Actions of a Competent Authority and 2) Anchor Tenant

The Section Terrorism Buy Back Cover shall apply to:

Section A (Property Damage)

Section B (Loss of Rent) Extensions Applicable to Specifications 1 (Rent Receivable) and 2 (Increased Cost of Working) but only in respect of

1) Actions of Competent Authorities

For the purpose of interpreting this Section the following definitions shall apply only to this Section (Terrorism Buy Back Cover).

Act of Terrorism

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

Computer System

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

Data

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

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 or **Computer Systems**.

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

Hacking

Unauthorised access to any Computer System whether the property of the **Insured** or not.

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

Virus or Similar Mechanism

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

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

The Cover

In consideration of the payment of the Terrorism Premium and its Insurance Premium Tax in respect of the **Period of Insurance**:

A. in the event that:

- a) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority issue a certificate certifying an event or occurrence to have been an **Act of Terrorism**;
- b) Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence to have been an **Act of Terrorism** and that refusal is reversed by the decision of a validly constituted tribunal.

We will by this Terrorism Buy Back Cover provide cover for:

- i) in respect of Sections A (Property Damage) **Damage**; and
- ii) in respect of Sections B (Loss of Rent) applicable to Rent Receivable extension 1 Actions of Competent Authorities **Consequential Loss** resulting from **Damage**, proximately caused by such **Act of Terrorism** in so far and to the extent that it is insured under this **Policy**.

Provided always that:

- 1) such **Damage** or **Consequential Loss** occurs in England, including the Channel Tunnel up to the frontier with the Republic of France as set out in the Treaty of Canterbury 1986, Wales or Scotland

but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987;

- 2) in any action, suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** resulting from **Damage** is not covered by this Terrorism Buy Back Cover the burden of proving that such **Damage** or **Consequential Loss** is covered will fall upon **You**;
- 3) the insurance effected by this Terrorism Buy Back Cover excludes any losses whatsoever:
 - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - b) directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:
 - i) **Damage** to or the destruction of any **Computer System**; or
 - ii) any alteration, modification, distortion, erasure or corruption of **Data**;

in each case whether the property of the **Insured** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **Virus or Similar Mechanism, Hacking, Phishing** or **Denial of Service Attack**;

Proviso to exclusion 3) a) b)

save that **Covered Loss** otherwise falling within this exclusion 3) a) b) will not be treated as excluded by exclusion 3) a) b) solely to the extent that such **Covered Loss**:

- i) results directly (or, solely as regards ii) 2) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- ii) comprises:
 - 1) the cost of reinstatement, replacement or repair in respect of **Damage** to or destruction of **Property Insured**; or
 - 2) the amount of business interruption loss suffered directly by the **Insured** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either **Damage** to or destruction of **Property**

Insured or as a direct result of denial, prevention or hindrance of access to or use of the **Property Insured** by reason of an **Act of Terrorism** causing **Damage** to other Property within one (1) mile of the **Property Insured** to which access is affected; or

- 3) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **Damage** to or destruction of Property and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss;

and

- iii) is not proximately caused by an **Act of Terrorism**;

in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

- iv) for the purposes of this Proviso

- 1) The meaning of 'Property' shall exclude:

- a) any money (including **Money**), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or nonnegotiable instruments, financial securities or any other financial instrument of any sort whatever; and

- b) any **Data**.

- 2) 'Covered Loss' means all losses arising as a result of **Damage** to or the destruction of **Property Insured**, the proximate cause of which is an **Act of Terrorism**.

- v) Notwithstanding the exclusion of **Data** from **Property**, to the extent that **Damage** to or destruction of **Property** within the meaning of sub-paragraph ii) above indirectly results from any alteration, modification, distortion, erasure or corruption of **Data**, because the occurrence of one or more of the matters referred to in sub-paragraph i) above results directly or indirectly from any alteration, modification, distortion erasure or corruption of **Data**, that shall not prevent cost or business interruption loss directly resulting from **Damage** to or destruction of such **Property** and otherwise falling within subparagraphs i) and ii) 1) or 2) nor any loss, cost or charges otherwise falling within subparagraphs i) and ii) 3) above from being recoverable under this Terrorism Buy Back Cover.

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

- a) any type of property which has been specifically excluded in the **Policy**;
- b) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.

- 4) save for the exclusions listed in 3) above no other exclusions in this **Policy** will apply to the insurance effected by part A. of this Terrorism Buy Back Cover. All the other terms, definitions and conditions of this **Policy** including but not limited to any **Excess** or deductible to be borne by **You** will apply to the insurance effected by part;

A. of this Terrorism Buy Back Cover except for:

- a) any Long Term Undertaking applying to this **Policy**;
- b) any terms in this **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**;
- c) any extension of the meaning of the term '**Premises**' in this **Policy** to include locations outside England and Wales and Scotland.

B. In the event that Her Majesty's Government or Her Majesty's Treasury or any successor relevant authority refuse to issue a certificate certifying an event or occurrence happening in the territories described in paragraph A. proviso 1) above to have been an **Act of Terrorism** and such refusal is upheld by the decision of a validly constituted tribunal this Terrorism Buy Back Cover will delete any Terrorism Exclusion in the **Policy** in respect of such event or occurrence.

C. This Terrorism Buy Back Cover will delete any Terrorism Exclusion in this **Policy** in respect of any event or occurrence happening in the Isle of Man or Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987, the Territorial Sea Act 1987 (Isle of Man) Order 1991, the Territorial Sea Act 1987 (Jersey) Order 1997 and Territorial Sea Act 1987 (Jersey) (Amendment) Order 2002. Provided always that in respect of B. and C. above all other terms, definitions, exclusions, provisions and conditions of the **Policy** will apply.

Section C: Property Owners' Liability

The General Terms and Conditions and the terms and conditions set out in this Section all apply to this Section of the **Policy**. The **Schedule** will confirm if this Section forms part of the **Policy** and will provide details of which covers under this Section are included.

Public Liability

Basis of Cover

We will indemnify **You** for all sums which **You** become legally liable to pay **Compensation** and **Costs and Expenses** in respect of

- a) **Personal Injury** to any person other than an **Employee** where such **Personal Injury** arises out of and in the course of the employment;
- b) **Property Damage**;
- c) **Denial of Access**; and

occurring during the **Period of Insurance** and within the **Territorial Limits** in connection with the **Business**.

Public Liability Cover - Limit of Liability

Unless otherwise stated in the **Schedule**:

- a) **Our maximum** liability to **You** to indemnify under the Public Liability Cover for all **Compensation** in respect of one **Occurrence** in any one **Period of Insurance** will not exceed the **Limit of Liability**.
- b) the indemnity for **Costs and Expenses** shall be payable in addition to, and will not erode, any applicable **Limit of Liability** or **Sub-Limit**, provided that where a payment exceeding the **Limit of Liability** or **Sub-Limit**, has been made to dispose of a claim, **Our** liability for **Costs and Expenses** shall be limited to such proportion of the said **Costs and Expenses** as the **Limit of Liability** or **Sub-Limit**, bears to the total amount paid to dispose of the **Claim**.

Exclusions Applicable to Public Liability Cover

Our indemnity granted under the Public Liability Cover will not make payment arising from or out of:

1 Defective Work

loss of or **Property Damage** to that part of any property upon which **You** or any servant or agent of **You** is or has been working where the loss or **Property Damage** is the direct result of such work.

2 Motor

liability arising from the ownership or possession or use by or on behalf of **You** of any mechanically propelled vehicle or mobile plant:

- a) which is licensed for road use;
- b) for which compulsory motor insurance or security is required;
- c) which is more specifically insured.

Provided that this Exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant;
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required;
- iii) the unauthorised movement on the **Your Premises** or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required.

3 Products

liability arising from **Products** after they have ceased to be in the custody or control of **You** other than food or beverages for consumption on **Your Premises** or at any other premises where **You** carry on the **Business**;

4 Property Owned or Held in Trust

loss of or **Property Damage** to property belonging to **You** or held in trust by or borrowed, rented, leased or hired for the use by **You** but this Exclusion will not apply to **Your** liability to indemnify to pay **Compensation** for **Property Damage** occurring during the **Period of Insurance** in connection with the **Business** and within the **Territorial Limits** to:

- a) the personal effects including vehicles and their contents of directors, **Employees** and visitors up to £1,000 any one **Occurrence** for any one **Period of Insurance**;
- b) buildings or their contents temporarily occupied by **You** for the purpose of carrying out work in connection with the **Business** up to the **Limit of Liability** any one **Occurrence** for any one **Period of Insurance**;
- c) premises or fixtures and fittings hired, rented, leased or lent to **You** other than such loss or damage if liability is assumed by **You** under a tenancy or other agreement and would not have attached in the absence of such agreement up to the **Limit of Liability** any one **Occurrence** for any one **Period of Insurance**.

5 Vessels and Craft

liability arising from the ownership or possession or use by or on behalf of **You** of craft designed to travel through air or space, hovercraft or watercraft other than barges, motor launches and non-powered craft used on inland waterways.

Products Liability Cover

Basis of Cover

We agree to indemnify **You** during the **Period of Insurance** for all sums which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of

- a) **Personal Injury** to any person other than an **Employee** where such **Personal Injury** arises out of and in the course of the employment;
- b) **Property Damage** arising from **Products** occurring within the **Territorial Limits** in connection with the **Business**.

Product Liability Cover - Limit of Liability

Unless otherwise stated in the **Schedule**:

- a) **Our maximum** liability to **You** to indemnify under the Product Liability Cover for all **Compensation** occurring in any one **Period of Insurance** will not exceed the **Limit of Liability**.
- b) the indemnity for **Costs and Expenses** shall be payable in addition to, and will not erode, any applicable **Limit of Liability** or **Sub-Limit**, provided that where a payment exceeding the **Limit of Liability** or **Sub-Limit**, has been made to dispose of a claim, **Our** liability for **Costs and Expenses** shall be limited to such proportion of the said **Costs and Expenses** as the **Limit of Liability** or **Sub-Limit**, bears to the total amount paid to dispose of the claim.

Exclusions Applicable to Products Liability Cover

Our indemnity granted under the Products Liability Cover will not make payment arising from or out of:

1 Aircraft Products

liability arising from any **Products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space.

2 Custody or Control

liability arising from any **Products** in the custody or control of the **Insured**.

3 Exports to the USA or Canada

liability arising from any **Products** which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada.

4 Replacing, Repairing or Guaranteeing Products

replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **Products**.

Exclusions Applicable to the whole of Section C (Public and Product Liability Covers)

Our indemnity granted by Section C (Public and Product Liability Covers) excludes:

1 Asbestos

any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing asbestos, asbestos fibres or derivatives.

2 Foreign Operations

any associated or subsidiary company of the **Insured** or branch office or representative of the **Insured** with power of attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Extensions Applicable to Section C (Public and Product Liability Covers)

The insurance by this Section C (Public and Product Liability) includes the following Extensions.

Unless stated on the **Schedule**, cover under any Extension under this Section forms part of and erodes the **Limit of Liability** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, **Limit of Liability**.

1 Additional Benefit

The cover available under the Public Liability and Products Liability **Cover** shall be extended to indemnify **You** for the costs incurred with **Our** consent for:

- a) representation at any coroner's inquest or fatal injury inquiry in respect of any death;
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event;

arising from **Personal Injury**, **Property Damage** or **Denial of Access** occurring during the **Period of Insurance** in connection with the **Business** and within the **Territorial Limits**.

Our total liability under this Extension will not exceed the **Limit of Liability**.

2 Consumer Protection Act 1987 and Food Safety Act 1990 – Legal Defence Costs

The cover available under the Public Liability and Products Liability **Cover** shall be extended to indemnify **You** or at the request of **You** any director of **Yours** or **Employee** against for reasonable legal costs and

expenses, including legal costs and expenses incurred with the consent of **Us** in an appeal against conviction arising from such proceedings incurred in the defence of any criminal proceedings brought for a breach of:

- a) Part II of the Consumer Protection Act 1987;
- b) Food Safety Act 1990 or any regulations made thereunder;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** and within the **Territorial Limits**.

Provided that:

- i) the criminal proceedings relate to an offence committed in the course of the **Business** and which relates to any event involving **Personal Injury** or loss of or damage to property which is or may be the subject of indemnity under this Extension;
- ii) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- iii) **We** will not be liable under this Extension:
 - 1) where **You, Your** director or **Employee** is insured by any other policy of insurance;
 - 2) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **You, Your** director or **Employee**;
 - 3) in respect of legal costs and expenses which **You, Your** director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of **You, Your** director or **Employee**;
 - 4) in respect of fines or penalties;
 - 5) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined;
 - 6) unless **We** have the sole conduct and control of all claims;
- iv) **You, Your** director or **Employee** will give to **Us** immediate notice of any summons or other process served upon **You, Your** director or **Employee** and of any event that may give rise to proceedings against **You, Your** director or **Employee**.

3 Contingent Motor Liability (Non Owned Vehicles)

The cover available under the Public Liability and Products Liability Cover shall be extended to indemnify **You** and no other for the purpose of this Extension in respect of legal liability to pay **Compensation** and **Costs and Expenses** for **Personal Injury** or **Property Damage** arising out of the use of any motor vehicle not

the property of nor provided by **You** and being used in connection with the **Business** and occurring during the **Period of Insurance** and within the **Territorial Limits**.

Provided **We** will not be liable under this Extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon;
- b) for accidental **Personal Injury** to any person and/or accidental loss of or **Property Damage** arising while such vehicle is being driven by **You** or by any person who to the knowledge of **You** or their representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;
- c) in respect of liability more specifically insured under any other insurance;
- d) in respect of liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and

Our total liability under this Extension to pay **Compensation** will not exceed the **Limit of Liability**.

4 Corporate Manslaughter

The cover available under the Public Liability and Products Liability Cover is extended to indemnify **You** in respect of legal costs and expenses incurred with **Our** prior written consent in connection with the defence of any criminal proceedings involving **Personal Injury** including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed in connection with the **Business** during the **Period of Insurance** in the connection with the **Business** and within the **Territorial Limits**.

Provided that:

- a) **Our** liability under this Extension will not exceed £5,000,000 in any one **Period of Insurance** or the **Limit of Liability** stated in the **Schedule** whichever is the lesser. This limit will form part of and not be in addition to the **Limit of Liability** stated in the **Schedule**;
- b) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c) **We** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **You**;
- d) **You** will give to **Us** immediate notice of any summons or other process served upon **You** which may give rise to proceedings under this Extension;

- e) any appeal must be agreed by **Us** and any such appeal's prospects of success must achieve greater than 50%;
- f) **We** will be under no liability:
 - i) where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
 - ii) in respect of fines or penalties of any kind;
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder;
 - 2) the Food Safety Act 1990 or any regulations made thereunder;
 - 3) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance;
- g) where **We** have already indemnified **You** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or **Occurrence** which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause or Extension applicable to this Section of this **Policy** the amount paid under that clause or Extension will be taken into account in arriving at **Our** liability payable under this Extension.

5 Court Attendance Costs

The cover available under the Public Liability and Products Liability Cover is extended to indemnify **You** for and **Your Employees** attending court as a witness at **Our** request in respect of any matter covered by this **Policy** **We** will provide compensation to **You** at the daily rates stated below for each day on which attendance is required:

- a) **Your** director or partner is £500 per day;
- b) any **Employee** is £250 per day.

6 Cross Liabilities

Where this **Policy** is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

7 Data Protection Act

The cover available under the Public Liability and Products Liability Cover is extended to indemnify **You** for **Your** legal liability to pay all **Compensation** and **Costs and Expenses** for **Personal Injury** arising from proceedings brought against **You** under:

- a) Sections 168 and 169 of the Data Protection Act 2018;
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Provided that:

- i) **We** shall not be liable under this Extension for:
 - 1) fines, penalties, liquidated, punitive or exemplary damages;
 - 2) the costs of notifying any person regarding loss of personal data;
 - 3) the cost of replacing, reinstating, rectifying or erasing any personal data;
 - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this Extension committed by **You**, in connection with the **Business** occurring during the **Period of Insurance** and within the **Territorial Limits**.
- ii) the total liability of **Us** under this Extension to pay **Compensation** will not exceed the **Limit of Liability** in any one **Period of Insurance**.

8 Defective Premises Act 1972

The cover available under the Public Liability and Products Liability Cover is extended to indemnify **You** for **Your** legal liability to pay **Compensation** and **Costs and Expenses** for **Personal Injury**, **Property Damage** or **Denial of Access** caused by the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **You** in connection with the **Business** occurring during the **Period of Insurance** and within the **Territorial Limits**.

Provided **We** will not be liable under this Extension:

- a) for the cost of remedying any defect or alleged defect in the said premises; and
- b) in respect of liability more specifically insured under any other insurance.

9 Environmental Clean up Costs

The cover available under the Public Liability and Products Liability Cover is extended to indemnify for **Your** legal liability to pay **Clean Up Costs** for **Property Damage** caused by environmental damage caused by **Pollution or Contamination**, where such liability arises under an environmental directive, statute or

statutory instrument, in connection with the **Business** occurring during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- a) **Our** liability will not exceed £100,000 any one **Occurrence** and in total for any one **Period of Insurance**;
- b) immediate loss prevention or salvage action is taken and the appropriate authorities are notified;
- c) **We** will be under no liability:
 - i) in respect of **Clean Up Costs** for damage to **Your** land, **Premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control;
 - ii) for damage connected with pre-existing contaminated property;
 - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action;
 - iv) in respect of removal of any risk of an adverse effect on human health on **Your** land, **Premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control;
 - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences;
 - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident;
 - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns;
 - viii) in respect of costs for the reinstatement or reintroduction of flora or fauna;
 - ix) for damage caused deliberately or intentionally by **You** or where they have knowingly deviated from environmental protection rulings or where **You have** knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible;
 - x) for damage caused by the ownership or operation on behalf of **You** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water;

- xi) for damage which is covered by a more specific insurance policy;
- xii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed;
- xiii) for damage caused by disease in animals belonging to or kept or sold by **You**.

For the purposes of this Extension the following definitions will apply:

'**Clean Up Costs**' will mean:

- a) testing for or monitoring of **Pollution or Contamination**;
- b) the costs of **Remediation** required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such **Remediation** commences.

'**Remediation**' will mean remedying the effects of **Pollution or Contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

'**Enforcing Authority**' will mean any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

10 Health and Safety at Work etc. Act 1974 Legal Defence Costs

The cover available under the Public **Liability** and Products Liability **Cover** is extended to indemnify **You** and at the request of **You**, **Your director** or **Employee** for reasonably and necessarily legal costs and expenses incurred in defending any prosecution or proceeding in relation to an actual or alleged breach of statutory duty committed during the **Period of Insurance** in the course of the **Business** within the **Territorial Limits** and which involves **Personal Injury**, of any person other than a partner, member or **Employee** of the **Insured**, that is or may be the subject of an indemnity under this **Section** in respect of the following;

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) the Food Safety Act 1990;
- c) Part II of the Consumer Protection Act 1987; or
- d) any other law applicable to the **Insured** in respect of:
 - i) the health and safety of persons other than **Employees**;
 - ii) work undertaken or the supply of goods and services; or

- iii) the ownership or occupation of property
Provided that:

1. the prosecution is brought in a court within the United Kingdom; and
2. **We** have a direct or indirect financial interest in the outcome of any such prosecution as a result of a civil claim being brought or likely to be brought against the **Insured** as a result of the circumstances giving rise to the prosecution;

Following any finding by a court that **You** were in breach of a statutory duty which is the subject of an indemnity under this Extension, **We** will also indemnify the **You** for:

- a. prosecution costs awarded against the **You**;
- and
- b. legal costs and expenses incurred in relation to the appeal of any finding by a court.

This Extension excludes any amount:

- i) for which the **You are** entitled to an indemnity by any other employment protection, legal expenses or motor policy;
- ii) claimed in respect of sums otherwise insured under this **Policy**; or
- iii) claimed in respect of allegations of manslaughter, corporate manslaughter or corporate homicide.

The total liability of **Us** under this Extension to pay **Compensation** will not exceed the **Limit of Liability**.

11 Indemnity to Directors and Employees

The cover available under the Public Liability and Products Liability **Cover** is extended to indemnify for **Your** legal liability to pay **Compensation and Costs and Expenses** for **Personal Injury or Property Damage** in respect of which **You** would be entitled to receive indemnity under this **Policy** being brought or made against:

- a) any director of the **Yours** or **Employee**;
- b) any **Employee** of the **Yours** with first aid qualification, in connection with the **Business** occurring during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- i) such person is not entitled to indemnity under any other insurance;
- ii) such person will as though they were **You** observe, fulfil and be subject to the terms, limitations and conditions of this **Policy**;
- iii) **We** will not be liable under this Extension unless

We have the sole conduct and control of all claims;

12 Indemnity to Principal

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to indemnify **You** for **Your** legal liability to pay **Compensation and Costs and Expenses** in respect of any **Claim** for **Personal Injury or Property Damage** brought or made against any public or local authority or other principal.

Provided that **We** will not be liable under this Extension:

- a) unless **We** have the sole conduct and control of all claims;
- b) unless it can be shown **You** are in breach of the public or local authority's regulation.

13 Pollution or Contamination

The insurance available under the Basis of Cover for Public Liability is extended to cover **You** for **Your** legal liability to pay **Compensation and Costs and Expenses** for **Personal Injury or Property Damage** arising from **Pollution or Contamination** in connection with the **Business** occurring within the **Territorial Limits** and during the **Period of Insurance**.

Provided that **We** will not indemnify:

- a) for loss which was not a direct result of a sudden and identifiable event occurring during the **Period of Insurance**;
- b) for loss caused as a direct result of **You** failing to take precaution to prevent such **Pollution or Contamination** during the **Period of Insurance**;
- c) For loss arising from or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the current **Period of Insurance** **You** became aware of circumstances which have or may give rise to such **Pollution or Contamination**;
- d) loss caused in breach of **Your** statutory obligations in respect of the maintenance and cleaning of such equipment;
- e) the total liability of **Us** under this Extension to pay **Compensation** will not exceed the **Limit of Liability** in any one **Period of Insurance**.

14 Libel and Slander (claims made and notified)

This is Extension operates on a claims made and notified basis.

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to indemnify **You** in respect of legal liability to pay **Compensation** and **Costs and Expenses** in respect of a **Claims** made and notified to **Us** during the **Period of Insurance** arising from any act of libel or slander committed by **You** in the connection with the **Business** occurring during the **Period of Insurance** and within the **Territorial Limits**.

Provided that:

- a) the indemnity granted by this Extension will apply solely to **Your** in-house and trade publications;
- b) **Our** liability under this Extension will not exceed £25,000 in any one **Period of Insurance**;
- c) **We** will have no liability for any **Claim** or circumstance which could give rise to a claim occurring or alleged to have occurred prior to commencement of the **Period of Insurance**.

15 Personal Liability Overseas

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to indemnify **Your** personal liability to pay **Compensation and Costs and Expenses** for **Personal Injury** of any director of **Yours** or **Employee** or any member of the family of such director or **Employee** while accompanying such director or **Employee** during temporary visits anywhere in the world occurring during the **Period of Insurance** in connection with the **Business**.

Provided that:

- a) this Extension will not apply to:
 - i) legal liability arising directly or indirectly from:
 - 1) any agreement or contract unless liability would have existed otherwise;
 - 2) the ownership or occupation of land or buildings;
 - 3) the carrying on of any trade or profession;
 - 4) the ownership, possession or use of firearms other than sporting guns, mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of a dangerous species;
 - ii) damage to property owned or held in trust by any director or **Employee** or any member of the family of such director or **Employee**;
 - iii) liability more specifically insured under any other insurance;

- iv) legal liability for **Personal Injury** to any member of the family of any director or **Employee** or to any **Employee** of any director or **Employee** or any member of the family of such director or **Employee**;

- b) any person indemnified under this Extension will as though they were **You** observe, fulfil and be subject to the terms, limitations and conditions of this **Policy**;
- c) **We** will not be liable under this Extension unless **We** have the sole conduct and control of all claims.

Our total liability under this Extension to pay **Compensation** will not exceed the **Limit of Liability** in any one **Period of Insurance**.

16 Personal Representatives

In the event of the death of **You** the indemnity provided by this **Policy** will apply to any personal representative of **Yours** in respect of liability incurred by **You** for indemnify for **Compensation** and **Costs and Expenses** for **Personal Injury** or **Property Damage** provided always that such personal representative will as though they were **You** observe, fulfil and be subject to the terms, limitations and conditions of this **Policy**.

17 Valet Parking

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to indemnify **You** and no other for the purpose of this Extension in respect of legal liability to indemnify for **Compensation** and **Costs and Expenses** for **Personal Injury** or **Property Damage** arising out of the use of any motor vehicle not the property of nor provided by **You** in consequence of their provision of a valet parking service occurring during the **Period of Insurance** in connection with the **Business** and within the **Territorial Limits**.

Provided that **We** will not be liable under this Extension:

- a) in respect of loss of or damage to such vehicle or to goods conveyed therein or thereon;
- b) for accidental **Personal Injury** to any person and/or accidental loss of or accidental damage to Property arising while such vehicle is being driven by **You** or by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;
- c) in respect of liability more specifically insured under any other insurance;
- d) in respect of liability arising outside the **Territorial Limits**;
- e) where such motor vehicle is being used in circumstances that require compulsory motor insurance.

Our total liability under this Extension to pay **Compensation** will not exceed the **Limit of Liability**.

Optional Extensions

The following Extensions apply only if stated in the Schedule to be 'operative'.

Unless stated on the **Schedule**, cover under any Extension under this Section forms part of and erodes the **Limit of Liability** and where a **Sub-Limit** applies, it will form part of, and not be in addition to, **Limit of Liability**.

18. Financial Loss (claims made and notified)

This Extension operates on a claims made and notified basis.

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to indemnify **You** for **Your** legal liability to pay:

- a) Compensation and Costs and Expenses;
- b) reasonably costs and necessarily expenses incurred with **Our** prior written consent,

arising from any **Claim** for **Financial Loss** provided that any **Claim** for **Financial Loss** is first made against **You** and notified to **Us** in accordance with the Claims Procedure (clause 1) under **General Conditions** during the **Period of Insurance**

Provided that:

- 1) no indemnity shall be provided for any **Claim** or circumstance which could give rise to a claim occurring or alleged to have occurred prior to commencement of the **Period of Insurance**;
- 2) the liability of **Us** under this Extension will not exceed the sum stated in the **Schedule** in any one **Period of Insurance**;
- 3) in respect of any claim for which indemnity is provided by this Extension **You** will pay the first part of any such claim as stated in the **Schedule**;
- 4) the indemnity granted by Extension 6 – Cross Liabilities will not apply to this Extension;
- 5) this Extension is subject otherwise to the terms, conditions, limitations and exclusions of the **Policy** in so far as they can apply and also to the following exclusions:
 - a) the cost of replacing, reinstating, rectifying, repairing, removing, recalling, improving or guaranteeing the performance of **Products** or any work carried out by or on behalf of **You**;
 - b) any claim for diminution in value of **Products** or any work to which this Extension applies;
 - c) liability arising from libel, slander, infringement of patent, copyright, trademark or trade name, breach of antitrust laws;
 - d) liability arising from any act of fraud or dishonesty;

- e) liability arising from non-performance, non-completion, delay, financial default or insolvency;
- f) liability arising from a deliberate act or omission of **You** where the **Financial Loss** could reasonably have been foreseen by **You** having regard to the nature and circumstances of such act or omission;
- g) liability arising out of any circumstances known to **You** at the inception of this Extension;
- h) liability:
 - a) which attaches by virtue of a contract, agreement, warranty, collateral warranty or guarantee;
 - b) in tort including negligence or breach of statutory duty to any person with whom **You** have contracted where such liability arises under contract except where such liability is wider or more extensive than **Your** contractual liability to such persons;
- i) liability arising from **Products** knowingly exported from Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or work carried out by or **Your** behalf outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- j) liability arising from obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic;
- k) **Our** liability will not exceed £500,000 any one **Occurrence** and in total for any one **Period of Insurance**.

For the purpose of interpreting this Endorsement, the following definition shall apply:

Financial Loss means a pecuniary loss, costs or expense reasonably incurred by any other person or entity other than **You** or **Your Employee** as a result of **Physical Injury** or **Property Damage** or **Denial of Access** arising from the **Business** or **Product** occurring within the **Territorial Limits**.

19. Managing Agent

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to cover **Your** legal liability to pay **Compensation and Costs and Expenses** for **Personal Injury**, **Property Damage** or **Denial of Access** for **Your** managing agent while acting in their capacity as their managing agent for **You** occurring during the **Period of Insurance** in connection with the **Business** and within the **Territorial Limits**.

Provided that:

- a) such party will as though they were **You** observe, fulfil and be subject to the terms, limitations and conditions of this **Policy**;

- b) **We** will not be liable under this Extension unless **We** have the sole conduct and control of all claims;
- c) **Our** total liability under this Extension to pay **Compensation** will not exceed the **Limit of Liability**.

Special Provisions Applicable to Public Liability and Products Liability

1 Terrorism

The insurance available under the Basis of Cover for Public Liability and Products Liability Cover is extended to **Your** legal liability to pay **Compensation** and **Cost and Expenses** for **Personal Injury** and **Property Damage** in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits** directly arising from **Terrorism**

Provided that **Our** maximum liability will not exceed £5,000,000 in the aggregate for any one **Period of Insurance**.

For the purposes of this clause 'Terrorism' means the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government de jure or de facto or to intimidate the public or a section of the public involving:

- a) violence against one or more persons;
- b) Property Damage;
- c) endangerment of a person's life other than that of the person committing the act; or
- d) a risk to health and safety of the public or a section of the public.

Section D: Employers' Liability

The General Exclusions and Conditions and the terms and conditions set out in this Section all apply to this Section of the **Policy**. The **Schedule** will confirm if this Section forms part of the **Policy** and will provide details of which covers under this section are included.

Employers' Liability Cover

Basis of Cover

We will indemnify **You** for all sums which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of any **Personal Injury** sustained by any **Employee** occurring during any **Period of Insurance** within the **Territorial Limits** in connection with the **Business**.

Limit of Liability

Unless otherwise stated in the **Schedule**:

- a) **Our** maximum liability to **You** to indemnify under the Employers' Liability section for all **Compensation** in respect of one **Occurrence** in any one **Period of Insurance** will not exceed the **Limit of Liability**;
- b) the indemnity for **Costs and Expenses** shall be payable in addition to, and will not erode, any applicable **Limit of Liability** or **Sub-Limit**, provided that where a payment exceeding the **Limit of Liability** or **Sub-Limit**, has been made to dispose of a **Claim**, **Our** liability for **Costs and Expenses** shall be limited to such proportion of the said **Costs and Expenses** as the **Limit of Liability** or **Sub-Limit**, bears to the total amount paid to dispose of the claim;
- c) Where **We** agree to indemnify more than one party then nothing in this Section will increase the liability of **Us** to pay any amount in respect of one claim or series of claims in excess of the amount stated as the **Limit of Liability**.

Extensions Applicable to Section D (Employers' Liability)

The Basis of Cover under Section D (Employers' Liability) extends cover to **You** for the following Extensions.

Provided that these Extensions will not apply to any liability which is covered by any other policy.

1. Corporate Manslaughter

This Basis of Cover under Section D (Employers' Liability) is extended to indemnify **You** in respect of reasonable legal costs and expenses incurred with **Our** prior written consent in connection with the defence of any criminal proceedings, including any appeal against conviction arising from any such proceedings brought in respect of a charge or investigation connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the **Period of Insurance** and which relates to any event arising in the course of the **Business** involving **Personal Injury** which is or may be

the subject of indemnity under this Section:

- a) **Our** liability under this Extension will not exceed £5,000,000 in any one **Period of Insurance**. This limit will form part of and not be in addition to the **Limit of Liability** stated in the **Schedule**;
- b) this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c) **We** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **You**;
- d) **You** will give to **Us** immediate notice of any summons or other process served upon **You** which may give rise to proceedings under this Extension;
- d) any appeal must be agreed by **Us** and any such appeal's prospects of success must achieve greater than 50%;
- e) **We** will be under no liability:
 - i) where **You** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge;
 - ii) in respect of fines or penalties of any kind;
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder;
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this Extension indemnity would have been provided by such other source or insurance;
- f) where **We** have already indemnified **You** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this Section of the **Policy** the amount paid under that clause will be taken into account in arriving at **Our** liability payable under this Extension.

2. Court Attendance Costs

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**.

The maximum **We** will pay for:

- a) any director or partner of the **Insured** is £500 per day;
- b) any **Employee** is £250 per day.

3. Cross Liabilities

Where this Policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

4. Health and Safety at Work etc. Act 1974

This Basis of Cover under Section E (Employers' Liability) is extended to indemnify **You** or any director of **Yours** or **Employee** in respect of reasonable and necessarily incurred legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **Our** consent to act for or on behalf of **You** or any director of **Yours** or **Employee** in their defence against criminal charges brought under:

- a) Sections 36 or 37 of the Health and Safety at Work Act etc. 1974 in respect of an offence as defined in Section 33 of the said Act; and
- b) Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order.

committed or alleged to have been committed during the **Period of Insurance** and which relates to any event arising in the course of the **Business** involving **Personal Injury** which is or may be the subject of indemnity under this Section including costs of prosecution awarded against any director of **Yours** or **Employee** or **You** arising from such proceedings.

Provided that:

- a) this Extension will apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- b) **We** will be under no liability:
 - i) where **You** or any director of **Yours** or **Employee** is insured by any other policy;
 - ii) where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or any director of **Yours** or **Employee**;
 - iii) in respect of legal fees and expenses which **You** or any director of **Yours** or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director of **Yours** or **Employee**;
 - iv) in respect of fines or penalties of any kind; and
 - v) in respect of any proceedings not related to the health, safety or welfare of an **Employee**;

- c) **You** or any director of **Yours** or **Employee** will give to **Us** immediate notice of any summons or other process served upon **You** or any director of **Yours** or **Employee** and of any event that may give rise to proceedings against **You** or any director of **Yours** or **Employee**.

Our total liability under this Extension will not exceed the **Limit of Liability** any one **Occurrence**.

5. Indemnity to Directors and Employees

This Basis of Cover under Section E (Employers' Liability) is extended to indemnify **You** for your legal liability to pay **Compensation and Costs and Expenses** for **Personal Injury** in connection with any **Claim** made against any director of **Yours** or **Employee** in respect of **Claims** made against such director or **Employee** in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

Where specifically requested to do so by **You We** will indemnify any director of **Yours** or **Employee** in respect of **Claims** made against such director or **Employee** subject to the terms and limitations of the Section.

6. Indemnity to First Aid and Medical Teams

This Basis of Cover under Section E (Employers' Liability) is extended to indemnify **You** for your legal liability to pay **Compensation and Costs and Expenses** for **Personal Injury** for or **Your** director or **Employee** while acting as a member of **Your** first aid or medical arrangements but excluding medical practitioners in respect of liability to any other **Employee** resulting from treatment given in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

Our total liability under this Extension will not exceed the **Limit of Liability** any one **Occurrence**.

7. Indemnity to Principal

This Basis of Cover under Section E (Employers' Liability) is extended to indemnify **You** for your legal liability to pay **Compensation and Costs and Expenses** for **Personal Injury** to an **Employee** in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits** in connection with **You** for any claim brought or made against any public or local authority or other principal.

8. Injury to Partner or Proprietor

In respect of **Personal Injury** to any partner or proprietor named in the **Schedule** as **You, We** extend cover under Section D (Employers' Liability) to such person who fall within the definition of **Employee**.

Provided that:

- a) the **Personal Injury** arises out of and in the course of the **Business**;
- b) the **Personal Injury** is caused by another partner or **Employee** working for **You** in connection with the **Business**;

- c) the partner or the proprietor has a valid right of action against the party responsible for such **Personal Injury**.

9. Solicitors' Fees

We will also pay reasonable and necessary solicitors' fees incurred with **Our** prior written consent for:

- a) representation at any coroner's inquest or fatal injury inquiry in respect of any death; and
- b) defending in any court of summary jurisdiction any proceedings in respect of any act or omission causing or relating to any event

in respect of any **Claim** accepted by **Us** as covered under this Section D (Employers' Liability).

10. Unsatisfied Court Judgments

The Basis of Cover under Section D (Employers' Liability) is extended to indemnify **You** for your legal liability to pay **Compensation** pursuant to a default court judgment being obtained against **You** in respect of **Personal Injury** to an **Employee** arising out of and in their course of employment by **You** occurring during any **Period of Insurance** in connection with the **Business** and within the **Territorial Limits**, and such court judgement remains unsatisfied in whole or in part six (6) months after the date of the court judgment

Provided that:

- a) the court judgment is issued by a court situated within the **Territorial Limits**; and
- b) there is no appeal outstanding;
- c) if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** will assign the judgment to **Us**; and

Our total liability will not exceed £50,000 any one **Occurrence** any **Period of Insurance**.

Exclusions Applicable to Section D (Employers' Liability)

Our indemnity granted under Section D (Employers' Liability) Cover will not make payment arising from or out of:

1 Motor

any liability for which compulsory motor insurance or security is required 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 Legislation.

2 Work Offshore

any claim for damages for **Bodily Injury** or disease caused during any **Period of Insurance** and sustained by any **Employee**:

- a) on any offshore installation or support or accommodation vessel for any offshore installation;
- b) in transit to, from or between any offshore installation support or accommodation vessel for any offshore installation.

Special Provision Applicable to Section D (Employers' Liability)

1 Terrorism

The insurance available under the Basis of Cover for Employers' Liability Cover is extended to **Your** legal liability to pay **Compensation** and **Cost and Expenses** for **Personal Injury** sustained by any **Employee** in connection with the **Business** occurring during the **Period of Insurance** and within the **Territorial Limits** directly arising from **Terrorism**

Provided that **Our** maximum liability will not exceed £5,000,000 in the aggregate for any one **Period of Insurance**.

For the purposes of this clause 'Terrorism' means the use or threat of which is made for the purpose of advancing a political, religious or ideological cause and to influence any government de jure or de facto or to intimidate the public or a section of the public involving:

- a) violence against one or more persons;
- b) **Property Damage**;
- c) endangerment of a person's life other than that of the person committing the act; or
- d) a risk to health and safety of the public or a section of the public.

Conditions Applicable to Section D (Employers' Liability)

1. Compulsory Insurance

You must repay to **Us** any amounts which **We** are required by compulsory insurance legislation to pay out under this **Policy** to the extent that **We** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this **Policy**.

2 Certificate of Employers' Liability Insurance

If this **Policy** or this Section is cancelled, then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

Section E: Residential and Commercial Landlords Legal Expenses Insurance

Legal Helplines

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the **Period of Insurance**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the **Period of Insurance**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0344 770 1044** and quote “**Pen Underwriting Landlord’s Legal Expenses**”.

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

Policy Wording

Terms Of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives’ fees unless court proceedings are issued or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and **You** want to use a legal representative of **Your** own choice, **Advisers’ Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers’ Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

Claims must be reported to **Us** within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Mediation or Rent Protection, where claims must be submitted within 45 days of the **Insured Event**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers’ Costs**, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do, or fail to do, negatively impacts **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions that apply to this section are given in the ‘Conditions’ section below and should be read carefully. Some of the main conditions that apply to this insurance are:

1. Prospects of Success

There must be a 51% or higher chance of winning the **Legal Action** and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in **Your** best interests. **Our** claim assessors will examine the facts of your case to assess your chances of winning. If they conclude **Your** chances of winning are less than 51%, **We** won’t be able to support your claim.

2. Proportional Costs

An estimate of the **Advisers’ Costs** will be provided with the assessment of **Your** claim and must be carried out by the Adviser. If the estimate is more than the amount in dispute, then **We** might decline or discontinue support for **Your** claim.

3. Giving the Insurer all the important information

If **You** are a private individual the following applies to **You**:

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information **You** give is not full or is untrue **Your** cover may be affected and the **Insurer** might

- cancel **Your** policy and refuse to pay any claim or
- not pay the full amount of the claim.

We will write to **You** if the **Insurer**:

- is going to cancel **Your** policy; or
- needs to change the terms of **Your** policy; or
- needs **You** to pay more for **Your** insurance.

If **You** realise that information **You** have given is incomplete or untrue, **You** must inform **Us**.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy starts, each time it renews and when **You** make any changes to the cover.

This means **You** must:

- (a) tell **Us** about all the 'material facts' that **You** know about (or ought to know about).
- (b) tell **Us** in a reasonably clear and accessible way.
- (c) make sure that everything **You** state as fact is mainly correct and made in good faith.

What is a Material Fact?

A material fact is information that will influence the **Insurers'** decision whether or not to insure **You** and, if it does, the terms that will apply.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner):
 - what is known to **You** and anybody who is responsible for arranging this insurance, or
- (b) if **You** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
 - what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (for example by, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).
 - if the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform

Us if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

- c) Whether **You** are an individual or not,
 - what should reasonably be revealed by a reasonable search of the information available to **You**.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to the **Insurer**, then:

- where the breach was deliberate or reckless, the **Insurer** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would not have agreed to provide cover under the policy on any terms, it might avoid this policy and refuse all claims, but it will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, it would have agreed to provide cover under this policy but on different terms (other than premium terms), it might require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **Insurer** would have agreed to provide cover under this policy but would have charged higher premiums, the **Insurer's** liability for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium that would have been charged.

For example: if, due to a breach of fair presentation, **You** were charged a premium of £x but should have been charged £y, then for any claim submitted and agreed at a settlement value of £z, **You** will only be paid £a.

Definitions

Where the following words appear in bold within this insurance they have these special meanings and apply to Section E only.

Adviser

Our panel solicitor, their agents, or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

Advisers' Costs

Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**

Deposit

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

Deposit replacement insurance may be purchased in lieu of a **Deposit**, however this must meet or exceed the minimum sum above.

Dilapidations Inventory

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

Excess

The amount that **You** are required to pay towards any claim.

Tenant Eviction: £1,000

Rent Protection: An amount equal to one months' **Rent**

All other sections: Nil

Guarantor

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

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Insured Property

The **Insured Property** shown in the Insurance schedule and declared to **Insurers**.

Insurers

The Insurer as identified in the 'Identity of Insurers' Endorsement on the Schedule.

Legal Action

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is stated below:

Rent Protection

(cover only applicable to residential tenancies):

£2,500 per month up to a maximum of £5,000, or 6 months, whichever is the lesser.

All other sections of cover:

£50,000

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

Rent

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

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents

Tenancy Agreement/Occupation Contract

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

- (a) an Assured Shorthold **Tenancy Agreement** as defined within the Housing Act 1988 (as amended) or the Renting Homes (Wales) Act 2016 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or
- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, or
- (c) a written common law residential **Tenancy Agreement** created after 28th February 1997 between individuals where the **Rent** is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is:-
 - i) Appropriate for the tenancy; and

- ii) Where relevant, signed and independently witnessed by **You**, the **Tenant(s)** and if required as a condition of the **Tenant Reference**, the **Guarantor**; and
- iii) Free from any unreasonably restrictive covenants

If the **Tenancy Agreement** is for a commercial **Tenant** it must be compliant with the Landlord and Tenant Act 1954 (Part 2).

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

In Wales, a break clause is only possible if it is inserted into a fixed term **Occupation Contract** of at least two years, and **You** are not able to enforce this break clause within the first 18 months of an **Occupation Contract**.

Tenancy Period

The period of the tenancy unless notice to terminate the tenancy was issued by the landlord or **Tenant** prior to any breach of the terms of the **Tenancy Agreement** by the **Tenant**, in which case the **Tenancy Period** will end at expiry of such notice.

Tenant

The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** and who has received a **Tenant Reference** confirming that he/she can, solely or jointly with another **Tenant** or other **Tenants**, afford to cover the cost of the **Rent** in full.

Tenant Reference

For residential Tenants:

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court

Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available or in the case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company. Details of these companies are available by referring to the Arc Legal website; <http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

For commercial Tenants:

A full comprehensive referencing check showing a pass on the **Tenant** and **Guarantor** must be obtained from one of **Our** approved tenant referencing companies.

Details of **Our** approved tenant referencing companies are available online at <http://www.arclegal.co.uk/informationcentre/index.php>

Territorial Limits

The United Kingdom.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Insurers**.

You / Your

The individual or organisation shown in the insurance schedule as the policyholder and defined in the **Tenancy Agreement** as the 'Landlord' who has paid the premium and been declared to **Insurers**. If **You** die **Your** personal representatives will be covered to pursue cases covered by this insurance on behalf of **You** that arose prior to **Your** death.

Cover

Tenant Eviction and Mediation

What is covered:

- a) (for residential tenancies only): mediation with the **Tenant** to resolve breaches in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**
- b) (for commercial and residential tenancies): **You** are covered for **Advisers' Costs** to pursue a **Legal Action** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform their obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**

What is not covered: Claims

- a) where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**;
- b) arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**;
- c) arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**;
- d) falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**;
- e) relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the **Territorial Limits**;
- f) where the eviction of the **Tenant** is dealt with by a notice issued by the Home Office;
- g) where the **Insured Property** is not solely residential;

- h) where the **Tenant** is not aged 18 years or over;
- i) where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**;
- j) where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with;
- k) if **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**;
- l) where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**;
- m) where **You** are in breach of any rules, regulations or Acts of parliament relating to the **Deposit**;
- n) in relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations;
- o) relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**;
- p) where **Advisers' Costs** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible;
- q) in connection with **Occupation Contracts** in Wales where **You** are not registered with 'Rent Smart Wales' or **You** do not hold a relevant licence to rent the **Insured Property**.

Property Infringement

What is covered:

Legal Action for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not covered:

Claims arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

Legal Defence

What is covered:

You are covered for **Advisers' Costs** to defend a **Legal Action** as a result of a prosecution against **You** in a court of criminal jurisdiction where **You** are charged for committing

a criminal offence directly and solely arising from **Your** ownership of the **Insured Property**.

What is not covered:

Claims arising from something **You** have done, knowing it to be wrongful or ignoring that possibility

Rent Protection

(please note that this cover is only applicable to residential tenancies)

What is covered:

You are covered for **Rent** owed by a **Tenant** or a **Guarantor** under a **Tenancy Agreement** in relation to the **Insured Property** up to the **Maximum Amount Payable**, where the **Insured Event** occurs during the **Period of Insurance** and **You**, where appropriate, are pursuing a claim against the **Tenant** to evict them from the **Insured Property**.

What is not covered:

Claims where any of the relevant terms and conditions have not been met by **You** and/or **You** do not have a valid claim under the Tenant Mediation and Eviction cover under this policy.

Rent is only payable:-

- a) during the **Period of Insurance** and;
- b) for up to 6 months and;
- c) for the dates shown as the term in the **Tenancy Agreement**, (if the tenancy has been allowed to roll onto a monthly periodic term, up to expiry of any notice to bring the monthly periodic tenancy to an end) whichever is the lesser and;
- d) for **Rent** arrears occurring during the **Tenancy Period**, and;
- e) whilst the **Tenant** (including any unauthorised occupant) remains in occupation of the **Insured Property** and;
- f) up to the **Maximum Amount Payable**.

Rent Claims Payments:

- a) **Rent** will be paid monthly in arrears at a rate of 1/30th for each continuous day that it is in arrears;
- b) If the **Tenant** is applying for Housing Benefit and has provided their housing benefit application reference number, **Rent** will not be paid until the outcome of the Housing Benefit claim is known. If the **Tenant's** Housing Benefit claim is rejected, **Rent** will be paid under the Insurance backdated to the date that **You** could first claim. There is no cover under the insurance for any shortfall between the amount paid to the **Tenant** as Housing Benefit and the **Rent**. **You** or **Your** managing agent must notify the Benefits Office of their interest;
- c) If the **Deposit** is more than the **Excess**, the cover under the insurance will pay **Rent** arrears after deduction of the balance of the **Deposit**. If the balance of the **Deposit** is subsequently required to meet the cost of dilapidations, this will be paid to **You**;

- d) **Rent** must be over 30 days in arrears before any claim payments are made;
- e) **You** agree to transfer **Your** legal rights to the **Insurers** to subrogate any claim to pursue a recovery action for **Rent** and **Advisers' Costs**.
- o) Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute;
- p) Where **You** commit, or are alleged to have committed, a criminal offence, or **You** are liable to a civil penalty unless this policy expressly covers **You** in the event of such offence or penalty.

General Exclusions

1. There is no cover:-

- a) Where the **Insured Event** occurs within the first 90 days of the **Period of Insurance** where the **Tenancy Agreement** commenced before the **Period of Insurance** unless **You** had continuous previous insurance;
- b) Where **Your** act, omission or delay negatively impacts **Your** or the **Insurers** position in connection with the **Legal Action** or prolongs the length of the claim;
- c) Arising from a dispute between **You** and **Your** agent or mortgage lender;
- d) Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance;
- e) Where **You** should have realised when purchasing or renewing this insurance that a claim under this insurance might occur;
- f) Where **You** have breached a condition of this insurance;
- g) Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval;
- h) For any claim which is not submitted to **Us** within 180 days of the **Insured Event** occurring other than in relation to sections of cover Tenant Eviction and Mediation and Rent Protection where claims must be submitted within 45 days of the **Insured Event**;
- i) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- j) For damages, interest, fines or costs awarded in criminal courts;
- k) Where **You** have other legal expenses insurance cover;
- l) For claims made by or against Pen Insurance Services, the **Insurers**, the **Adviser** or **Us**;
- m) For appeals without the prior written consent of **Us**;
- n) Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**;

2. There is no cover for any claim arising from:-

- a) Works undertaken or to be undertaken by or under the order of any government or public or local authority;
- b) Planning law;
- c) The construction of or structural alteration to buildings;
- d) Defamation or malicious falsehood;
- e) Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation;
- f) Any venture for gain or business project of **Yours** other than in relation to **Your** activities as a Landlord;
- g) A dispute between persons insured under this policy;
- h) An application for Judicial Review;
- i) A novel point of law.

3. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it 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.

4. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

5. Contracts (Rights of Third Parties) Act 1999

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

Conditions

1. Claims

- a) **You** must report claims as soon as possible within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Mediation and Rent Protection, where claims must be submitted within 45 days of the **Insured Event**, by completing and submitting the claim form with all relevant information;
- b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/ Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful;
- c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears;
- d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**;
- e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Event** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made;
- f) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**;
- g) **We**, on behalf of **Insurers** have the right under subrogation to pursue **Legal Action** against the **Tenant** or any **Guarantor** to recover **Rent** and **Advisers' Costs**;
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request;
- i) The **Adviser** will:-
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained;

- ii) keep **Us** fully advised of all developments and provide such information as **We** may require;
- iii) keep **Us** regularly advised of **Advisers' Costs** incurred;
- iv) advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed;
- v) submit bills for assessment or certification by the appropriate body if requested by **Us**;
- vi) attempt recovery of costs from third parties.
- j) In the event of a dispute arising as to **Advisers' Costs**, **We** may require **You** to change **Adviser**;
- k) **Insurers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success;
- l) **You** shall supply all information requested by the **Adviser** and **Us**;
- m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**;
- n) Any monies recovered from the **Tenant** or **Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** that has been paid by **Insurers** under this insurance.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or higher chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake;
- b) Being able to enforce a judgement;
- c) Being able to achieve an outcome which best serves **Your** interests.

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree,

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

5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim;
- b) May recover any sums paid to **You** in respect of the fraudulent claim;
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**;
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

7. Cancellation

Your right to cancel:

You may cancel this insurance at any time by writing to **Your** insurance adviser providing fourteen (14) days written notice. If **You** exercise this right within fourteen (14) days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. If **You** cancel at any time after the first fourteen (14) days, **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving fourteen (14) days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud;
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers;
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This **Policy** is governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. The language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer Services Information

How To Make A Claim

Claims must be notified to the Claims Line within 180 days of the **Insured Event** other than in relation to sections of cover Tenant Eviction and Mediation and Rent Protection, where claims must be submitted within 45 days of the **Insured Event**.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

Claims Line

You should telephone **0344 770 1044** and quote "**Pen Underwriting Landlord's Legal Expenses**".

A claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from:-
<https://claims.arclegal.co.uk>

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an

agreement with the **Tenant/Guarantor** to remedy his failure to perform his obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, AmTrust Europe Ltd is the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance

or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **Us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **Our** website (<https://amtrustinternational.com/dpn>).

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided **You** should contact **Us** in any way **You** choose:

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel: 01206 615000
Email: customerservice@arclegal.co.uk

We will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

If **We** have provided **You** **Our** final response and **You** are still unhappy, or more than eight weeks has passed from when **We** received **Your** original complaint and **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree. For details and eligibility on the Financial Ombudsman Service, see <http://www.financial-ombudsman.org.uk/>

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct

Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies starting up to and including 31st January 2025:

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

For policies starting from and after 1st February 2025:

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

