

Policy Wording

# Residential Property Owners

Please read this document carefully. Should you have any questions, please contact your insurance agent.

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## Introduction

Thank You for choosing Arch Insurance to be Your insurance provider. Please read this Policy Wording, the Schedule and any Endorsements in conjunction with the Statement of fact carefully. Make sure the cover provided meets Your requirements and that the details shown on the Schedule and Statement of fact are correct. We are keen to work in partnership with You and avoid any misunderstandings.

The documents have been prepared in accordance with Your instructions. Your premium has been based on the information shown in Your Statement of fact and recorded in the Schedule.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

If You have any questions about any of Your insurance documents, or You require a hard copy of the Policy documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. Unless We have agreed otherwise with You, this insurance is governed by English law.

## Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

In the first Period of Insurance, You may cancel the Your Policy within 14 days of receiving Your policy documents if You are dissatisfied for any reason or the Policy does not meet Your requirements. We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding.

If You wish to cancel at any other time, please refer to General Conditions – Cancellation.

## Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

### Landlord's Legal Expenses and Rent Indemnity Section

The Landlords' Legal Expenses and Rent Indemnity section is underwritten by DAS Legal Expenses Insurance Company Limited (DAS).

**Important:** Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that You should do so. If You do, DAS will not pay the costs involved even if they accept the claim.

**Report Your claim:** Call DAS on 0370 755 3111, available 24 hours a day, 7 days a week. Have Your DAS policy number TS5/4221843 ready and You'll be asked about Your claim.

Please note that all claims, other than claims under insured incident **Let Property Disputes 7. Rent Arrears**, must be reported to DAS no more than 90 days after the date You should have known about the insured incident.

For claims under insured incident **Let Property Disputes 7. Rent Arrears**, please contact DAS if any part of the rent owed under the tenancy agreement is still unpaid 45 days after the date it was first due. Your schedule will show if this cover is operative.

DAS will assess the claim to ensure it is covered by Your policy, and if it is, will send it to a lawyer who specialises in that type of claim. The lawyer will assess Your case and tell You how likely it is that You will win. If You are more likely to win than not, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions You may have when they receive Your claim.

Alternatively You can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim).

### All other claims

To register a claim under any other Section You should email full details of the claim including Your Arch Policy number to [commercial.claims@archinsurance.co.uk](mailto:commercial.claims@archinsurance.co.uk) or call **0345 258 3880**.

If You have a need to seek additional assistance please contact Your insurance agent.

## Legal Helplines and Tools

Under the Landlord's Legal Expenses and Rent Indemnity Section, Your Policy includes access to the following helplines and online tools from DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please quote Your DAS policy number TS5/4221843.

DAS will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

### Legal Advice Helpline

**0370 755 3111**

Advice can be provided on any commercial legal problem affecting Your Business under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible, they will arrange to call You back at a time to suit You.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call You back.

### Tax Advice Helpline

**0370 755 3111**

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

### Counselling Helpline

**0117 934 2121**

DAS will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

### Identity Theft Helpline

**0344 848 7071**

If Your directors or their spouses/civil partners are resident in the UK or the Channel Islands, DAS will provide them with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week.

### Employment Manual

**Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If You'd like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting Your DAS policy number TS5/4221843.

### DASbusinesslaw

**Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos. These can help You with the day-to-day running of Your Business and help You to manage its exposure to legal risk. The document builders can help You create documents such as

- HR policies
- T&C documentation
- Privacy statements
- Data protection policy
- Copyright and trademark licences
- Employee contracts
- Debt recovery letters

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and enter **DASBARC100** into the 'voucher code'

## How to Complain

If You have any enquiry arising from Your Policy, please contact Your insurance agent who arranged the Policy for You.

If You have a complaint arising from Your Policy (unless relating to the Landlord's Legal Expenses and Rent Indemnity Section) please contact

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
60 Great Tower Street  
London EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

For complaints relating to the Landlord's Legal Expenses and Rent Indemnity Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

[customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

0344 893 9013

Or complete an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If We have not resolved Your complaint within eight weeks or You are not satisfied with our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

Telephone: 0800 023 4567 / 0300 123 9 123

Fax: 020 7964 1001

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

Following the complaints procedure does not affect Your rights to take legal action

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Important Information

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following.

### Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily.

### Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. However it is still good business practice to retain the certificates because certain claims eg disease could be made many years after the disease is caused and if Your insurer cannot be identified You could be liable for any payments.

## Fair Processing Notices

### Arch Fair Processing Notice

The privacy and security of Your information is important to us. This notice explains who We are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs You of certain rights You have regarding Your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

#### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information You provide us and is registered with the Information Commissioner's Office for the products and services we provide to You.

You can contact us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with Your request.

#### What information do we collect?

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to Your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing You with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If You object to use of this information then we will be unable to offer You the product or service requested.

#### How do we use Your personal information?

We will use Your personal information to

- assess and provide the products or services that You have requested
- communicate with You
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact You about products that are closely related to those You already hold with us
- provide additional assistance or tips about these products or services
- notify You of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update You on the progress of a claim or to discuss renewal of Your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that You are who You say You are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

#### Securing Your personal information

We follow strict security procedures in the storage and disclosure of Your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information You provide to us, including information provided via forms You may complete on our websites, and information which we may collect from Your browsing (such as clicks and page views on our websites). Any new information You provide us may be used to update an existing record we hold for You.



### **When do we share Your information?**

To help us prevent financial crime, Your details may be submitted to fraud prevention agencies and other organisations where Your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by You. In these instances, while the information You provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to You or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about You may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information You have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on Your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share Your information with anyone You have authorised to deal with us on Your behalf.

### **How long do we keep Your information for?**

We will not keep Your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with us has ended.

### **Your rights**

Under data protection law You have the right to change or withdraw Your consent and to request details of any personal data that we hold about You.

Where we have no legitimate reason to continue to hold Your information, You have the right to be forgotten.

We may use automated decision making in processing Your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that You are unhappy with.

Further details of Your rights can be obtained by visiting our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

### **DAS' Fair Processing Notice**

In addition to any other data processing notice provided in relation to this Policy, data under this Policy will be processed by DAS, who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from You, the third party dealing with Your claim or from the authorised partner who sold this Policy.

### Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How DAS will use Your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact You for Your feedback. If the Policy includes legal advice, DAS may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS' website.

### What is DAS' legal basis for processing Your information?

It is necessary for DAS to use the personal information to perform their obligations in accordance with any contract that they may have with the person taking out this Policy. It is also in their legitimate interest to use the personal information for the provision of services in relation to any contract that they may have with the person taking out this Policy.

### How long will Your information be held for?

DAS will retain personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If You no longer want DAS to use the personal data, please contact them at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### What are Your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

**How to make a complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If You remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## The Contract of Insurance and the Underwriters

This policy is underwritten by Arch Insurance (UK) Limited and certain other insurers (hereinafter called the 'Underwriters').

In consideration of payment of the premium, the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

### IMPORTANT

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.

The Policy Wording, Your Schedule and any Endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover.

#### Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions, General Conditions or Conditions Precedent. These are extremely important. If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss. However if a Condition, General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition, General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred, in the circumstances in which it occurred.

#### Steps to be taken if you cannot comply

If You are unable to comply with any Condition, General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions, General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy.

An Underwriter is not jointly liable for any liability of any other Underwriter that may underwrite this contract.

Although reference is made at various points in this clause to "this contract" in the singular, where circumstances so require this should be read as a reference to contracts in the plural.

Each Underwriter is only liable in respect of the cover or engineering inspection service provided under the Section(s) of this Policy shown against them below and not any other section.

**Landlord's Legal Expenses and Rent Indemnity Section**

DAS Legal Expenses Insurance Company Limited (DAS), Registered in England and Wales, Company No 103274. Registered address: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Conduct Authority register number FRN202106. Website [www.das.co.uk](http://www.das.co.uk)

**Equipment Breakdown Section**

HSB Engineering Insurance Limited (FCA Register No 202738) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered office: New London House, 6 London Street, London, EC3R 7LP. For details on how your information is used and your rights in relation to your information, please see our Privacy statement at <https://www.munichre.com/HSBEIL>

**Engineering Inspection**

HSB Engineering Insurance Services Limited is accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020. Registered office: New London House, 6 London Street, London, EC3R 7LP. For details on how your information is used and your rights in relation to your information, please see our Privacy statement at <https://www.munichre.com/HSBEIL>

**All Other Sections**

Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers

You can check this information on the Financial Conduct Authority register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)



Steve Bashford

For the Underwriters  
Chief Executive of Arch UK Regional Division

A division of Arch Insurance (UK) Limited

## General Definitions

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

A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles.

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

### We/Us/Our

The Underwriters as set out in the Section of the Policy headed The Contract of Insurance and the Underwriters

### You/Your/Policyholder

The person(s) or Company shown in the Schedule as the Policyholder

### Bedroom

A room used as or originally designed and built to be a Bedroom even if now used for another purpose

### Business

Activities as detailed in the Statement of Fact and/or Schedule

### Damage/Damaged

Accidental loss destruction or damage

### Employee

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper
9. a person working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. an outworker or home worker employed under contracts to execute personally any work in connection with the Business

### Excess

The first amount of each and every claim for which You shall be responsible as shown in the Schedule

### Injury

Bodily injury including death illness or disease

### Limit of Liability

The Limit of Liability stated in the Schedule

### Money

Current coin bank and currency notes postal and money orders bankers drafts cheques and giro cheques crossed warrants bills of exchange and securities for money postage revenue national insurance and holiday with pay stamps national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers trading stamps and VAT invoices

### Period of Insurance

The period shown in the Schedule for which We accept Your premium

**Premises**

The part of the premises at the address or addresses specified in the Statement of Fact and/or Schedule occupied by You for the purpose of the Business

**Policy**

This Policy is made up of a number of documents. These documents are the

1. Policy
2. Schedule
3. endorsements

**Condition Precedent**

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

**Property**

Material property

**Schedule**

The Schedule for the time being in force detailing the cover provided

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based

**Subjectivity Condition**

If this policy has been issued or renewed subject to the following requirements

1.
  - (a). You providing Us with any additional information requested
  - (b). You completing any actions agreed between You and Us
  - (c). You allowing Us to complete any actions agreed between You and Usby the required date(s)
2. You allowing Us access to the Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing
3. You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s) and You do not complete these requirements by the required date(s), then We may at Our absolute discretion
  - (a). modify the premium
  - (b). issue a mid-term amendment to the policy or Section terms conditions and exceptions
  - (c). exercise our right to cancel the Policy
  - (d). leave the Policy or Section terms conditions and exceptions and the premium, unaltered

We will contact You with Our decision and where applicable specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

## General Definitions

If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this Condition conflicts with any other cancellation condition then this condition shall prevail

Except in so far as they are expressly varied by this condition all of the terms conditions exclusions and limits of this Policy and of the Sections of the policy shall continue to apply until We advise You otherwise

### **Sum Insured**

The Sum Insured as stated in the Schedule

### **Tenant**

The person or persons legally occupying the Premises and any member of their family permanently living with them at the Premises

### **Unoccupied**

The Premises or any part thereof that have become empty untenanted or which have not been actively used for a period of more than 45 days or is no longer in active use and is awaiting refurbishment redevelopment renovation or demolition



## General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

### Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the Property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

### Basis of Claims Settlement for Property

Unless stated otherwise in the Schedule the basis of settlement under this Policy shall be

#### 1. Reinstatement

the amount payable in respect of Buildings shall be the cost of the reinstatement of the Damage For this purpose "reinstatement" means

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

Provided that

1. Our liability for the repair or restoration of Property Insured Damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed
2. 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 by any item subject to this Condition exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time
3. No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
4. All the terms and Conditions of this Policy shall apply
  - a. in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby
  - b. where claims are payable as if this Condition had not been incorporated

The maximum amount We will pay in respect of any one item is the Sum Insured

#### 2. Indemnity

the amount payable in respect of Property Insured shall be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property Insured or any part of it

Provided that if at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property Insured

### Cancellation

1. You may cancel Your Policy
  - a. within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
  - b. if at any time You sell the Business or sell all of the property insured shown in the Schedule or You cease trading

We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance. If you wish to terminate the cover at any other time, please contact your insurance agent; any return premium will be at the discretion of Arch Insurance (UK) Limited

2. Other than when the Fraud Policy Condition applies We may cancel Your Policy
  - a. By sending You 30 days written notice to Your last known address where We have valid reasons for doing so. Valid reasons may include but are not limited to, Your non-co-operation with the terms of the Policy, where We reasonably suspect fraud, where You or someone acting on your behalf uses threatening, abusive or intimidating language or behaviour to Us or to someone whom we appoint to provide a service in connection with the Policy. Termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice.

Subject to application of any minimum premium, We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
  - We have not identified a breach of any Policy Condition
- b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

If this Policy or the Employers Liability Section is cancelled any certificates of Employers Liability Insurance are cancelled from the same date any copies should not be displayed at Your Premises

### Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales Any dispute relating to limits terms conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales

### Change of Risk

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. in respect of the risk of subsidence ground heave or landslip where any demolition construction ground works or excavation work is being carried out on any site adjoining the Premises
6. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

1. discuss it with Your insurance agent or
2. disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

1. continue to provide cover under the appropriate Section on the same terms
2. restrict the cover provided by the Section
3. impose additional terms

4. alter the premium
5. cancel the Section and or the policy

If You fail to notify Us of any such change We may at Our absolute discretion

1. treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
2. treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
3. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

### Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

1. You notify Us as soon as is reasonably practicable where you have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess
2. You pass to Us as soon as is reasonably practicable every letter claim writ summons and process received in connection with any claim
3. You must notify the police as soon as is reasonably practicable of Damage caused by malicious persons or thieves
4. You at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
  - a. 30 days of Your becoming aware of the event or occurrence
  - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons or such further time that We may allow
5. You provide Us with all information and help We require in respect of the claim
6. You must pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
7. You do not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
8. You will carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
9. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
  - a. enter or take possession of the building or Premises
  - b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
  - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim without incurring liability or reducing Our rights
10. We will not pay for loss destruction or Damage or provide cover under Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements
  - b. hinder or obstruct Us

You are not entitled to abandon Property to Us

### Contribution

Applicable to the Legal Liabilities Section

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

#### Applicable to the Legal Expenses Section

2. If any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, DAS will only pay their share of the claim, even if the other insurer refuses the claim.

#### Applicable to all other Sections insured by this Policy

3. Where any loss destruction Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
4. If the other insurance is subject to a condition of average and this Policy is not this Policy will be become subject to the same condition of average
5. If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of loss destruction or Damage as the Sum Insured bears to the value of the Property

#### **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

#### **Discharge of Liability**

We may at any time pay

1. the Limit of Liability or the Limit of Indemnity or
2. the Sum Insured or
3. a smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

#### **Fraud**

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

- a. refuse to pay the whole of the claim and
- b. recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

- have no cover under the Policy from the date of the termination and
- not be entitled to any refund of premium

#### **Index Linking**

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals in accordance with appropriate indices as decided by Us

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal

#### **Interest Clause**

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

### Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy. This means You must have clearly disclosed all material facts which You, Your senior management and/or persons responsible for arranging the Policy knew or ought to have known. Should You be in any doubt as to whether information should be presented to Us You must
  - discuss it with Your insurance agent or
  - disclose it to Us
2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - a. deliberate or reckless or
  - b. of such other nature that if You had made a fair presentation We would not have issued the Policy

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
  - a. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
  - b. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

- (i) avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
- (ii) refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
- (iii) issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

### Reasonable Care

If in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must

1. take all reasonable precautions to prevent or minimise any circumstance or to cease any activity which may cause accident Damage or Injury
2. maintain the Premises machinery plant and equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of Property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

**Reinstatement**

When We decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
  2. documents
  3. books
  4. information
- which We require

We will not be obliged to reinstate Property exactly but only in a satisfactory manner as circumstances allow. The maximum amount We will pay in respect of one item is the Sum Insured

**Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Language**

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

**Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to

1. enforce a right or remedy
- or
2. obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury We may require You to carry out such actions before or after We make any admission of or payment of a claim

**Unoccupancy**

Whenever a building or portion of a building becomes Unoccupied

You must

1. tell Us immediately if any building or part of any building becomes Unoccupied  
We shall have the right to change the terms and conditions of the Policy and You must action any risk improvement measures that We require within the agreed timescales and pay any additional premium if required
2. ensure all services are turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained (and wherever possible chain and padlock the isolation valves)  
You must at Our request provide any bills for any utilities being supplied to the Premises at the time of any Damage resulting from escape of water for verification by Us
3. carry out at least weekly internal and external inspections of the Premises and
  - a. maintain a weekly log of such inspections
  - b. as soon as possible repair or arrange to be repaired any defects found
4. ensure that the Premises are adequately secured against unauthorised entry including the sealing of any letterboxes and openings
5. remove any accumulations of combustible materials such as junk mail and newspapers during each inspection of the Premises
6. advise Us immediately if the buildings are to be occupied by contractors for renovation alteration or conversion purposes or if the buildings are to become occupied or used

**Value Added Tax**

You must include VAT within each Sum Insured (including Declared Value) where it is known not to be recoverable. We will indemnify You for Value Added Tax paid by You on any claim under this Policy (including 'self-supply' Value Added Tax where appropriate) which is not subsequently recoverable provided

1. that
  - a. Your liability for such tax arises solely as a result of the reinstatement or repair of Damage and
  - b. We have paid or have agreed to pay for such Damage
  - c. If any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair any payment under this Cover Extension resulting from that Damage will be reduced in like proportion
2. Your liability for such tax does not arise from the replacement Property being better or more extensive than what was damaged
3. where an option to reinstate on another site is exercised Our liability will not exceed the amount of tax that would have been payable had reinstatement been on the original site

Our liability will not include amounts payable by You as penalties or interest for non-payment or late payment of tax

## General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

### Nuclear Risks

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

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

1. in respect of liability of any Principal
2. liability assumed by You under agreement and which would not have attached in the absence of such agreement

### War Government Action and Terrorism

1. Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - a. War Government Action or Terrorism
  - b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions –

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

Government Action shall mean martial law confiscation nationalisation requisition or destruction of Property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
  2. putting the public or any section of the public in fear
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You



### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Property Owners Liability Sub-Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
  - a. in respect of or arising out of any one event or all events of a series consequent upon one original cause £2,000,000 or the amount of the Property Owners Liability Sub-Section Indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
  - b. in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Property Owners Liability Sub-Section indemnity limit stated in the Schedule whichever is the lower

### **Pollution and Contamination**

(Applicable to Property Damage Equipment Breakdown Loss of Rental Income Sections) Damage or Loss of Rental Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property Insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

### **Date Recognition**

(Not applicable to Employers Liability Sub-Section)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your Property or not and whether occurring before during or after the year 2000

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

In respect of Property Damage Equipment Breakdown Loss of Rental Income Sections this General Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

### **Sonic Bangs**

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

### Computer Virus and Hacking

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikes labour disturbances malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence) storm flood escape of water or oil from any tank apparatus or pipe impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to Damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

### Epidemic/Pandemic Disease

(This Exception does not apply to the Legal Liabilities, Legal Expenses or Terrorism Sections)

Definitions applicable to this exclusion:

#### Infectious Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism (including human beings) 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 threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

#### Epidemic

The sudden, unexpected, large-scale manifestation of an initially locally contained, Infectious Disease which spreads with great virulence.

#### Pandemic

A worldwide Epidemic of an Infectious Disease as declared by the World Health Organisation.

1. Notwithstanding any other provision of this Policy to the contrary, this Policy does not provide indemnity for any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with an Epidemic or Pandemic or Infectious Disease or the fear or threat (whether actual or perceived) of an Epidemic or Pandemic or Infectious Disease.
2. For the purposes of this Exception, loss, damage, claim, cost, expense or other sum, includes, but is not limited to
  - 2.1 any cost to clean-up, detoxify, remove, monitor or test:
    - 2.1.a for an Epidemic or Pandemic or Infectious Disease, or
    - 2.1.b any property insured hereunder that is affected by such an Epidemic or Pandemic or Infectious Disease;

- 2.2 any loss due to interruption to or interference with the Business as defined in the Policy as a result of or in any way connected to the occurrence of an Epidemic or Pandemic or Infectious Disease, including but not limited to interruption or inference resulting from any action by, advice of or restriction imposed by any government or any local or public authority.

## Property Damage Section

### Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Excess/Excesses

The amount or amounts shown in Your Policy or the Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of General Conditions Average.

You will repay any such amount paid by Us.

#### Property Insured

Property Insured as detailed in the Schedule

### Property Insured

#### Buildings

1. private dwellings including foundations
  2. landlord's permanent fixtures and fittings including but not limited to lifts and other plant and machinery attached to and forming part of the building
  3. domestic outbuildings and garages
  4. walls gates fences
  5. telephone gas electricity water drainage and sewers electrical instruments meters piping cabling and the accessories thereto providing services to or from the buildings and extending to the public mains but only to the extent of Your responsibility
  6. car parks roads pavements forecourts and similar surfaces all constructed of solid materials
  7. fixed glass or polycarbonate substitutes including mirrors fixed glass in furniture plate glass tops ceramic hobs solar glass heating panels double glazed units intruder alarm foils and fixed sanitary ware
- all being Your Property or for which You are responsible as owner of the building and situate at the Premises as detailed in the Schedule

#### Landlords Contents and Contents of Communal Parts

Furniture and furnishings contained in the communal areas and/or let portions of Buildings belonging to You and for which You are responsible as landlord up to a limit of £10,000 per Premises unless stated otherwise in the Schedule but excluding

1. curios works of art antiques sculptures or rare books
2. valuables personal effects and clothing
3. Money
4. Property more specifically insured

#### Residential Contents

Furniture furnishings carpets television video and audio equipment and other household goods in the Premises owned by You or for which You are legally responsible but excluding

1. curios works of art antiques sculptures or rare books
2. valuables personal effects and clothing
3. Money
4. pets or livestock
5. Property more specifically insured

## Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises and caused by each of the following Standard and or Additional Contingencies as they appear in the Schedule subject to the Excess

The Sum Insured under each item other than for items solely applying to fees removal of debris rent private dwelling houses churches or buildings in course of erection is separately subject to General Conditions Average

### Limit of Liability

The maximum We will pay under this Section in any one Period of Insurance will not exceed

1. the Sum Insured on each item or
2. the total Sum Insured or
3. any other maximum amount payable or Limit of Liability specified in the Schedule

## Standard Contingencies

### Fire

But We will not indemnify You for Damage

1. caused by explosion resulting from fire
2. caused by earthquake and or subterranean fire
3. to that portion of any item caused by its own self ignition leakage of electricity short circuiting or over running
4. caused by
  - a. its own spontaneous fermentation or heating
  - b. its undergoing any heating process or involving the application of heat

### Lightning

### Explosion

But We will not indemnify You for Damage

1. caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only
2. to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of any boiler or gas appliance used for domestic purposes only

### Aircraft

and or other aerial devices and or articles dropped therefrom

### 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

We will not indemnify You in respect of Damage

1. arising from the cessation of work
2. arising from confiscation or destruction or requisition by order of the Government or any public authority
3. by fire caused by strikers locked-out workers or persons taking part in labour disturbances or malicious persons
4. whilst the Buildings are Unoccupied

### Malicious Persons

not acting on behalf of or in connection with any political organisation but only where riot civil commotion is also insured by this Section

We will not indemnify You in respect of Damage

1. whilst the Buildings are Unoccupied
2. by any Tenant

### Earthquake and or Subterranean Fire

#### Theft or attempted theft

But We will not indemnify You for

1. dishonest or fraudulent action by You Your partners directors or Employees or any person lawfully on the Premises
2. jewellery precious metals stones or articles composed from them Money works of art curiosities rare books bullion or furs except where specifically mentioned in the Schedule as being insured
3. Damage unless caused by violent or forcible entry
4. Damage whilst the Buildings are Unoccupied

#### Storm

and falling trees

But We will not indemnify You for Damage

1. attributable solely to change in the water table level
2. caused by
  - a. subsidence ground heave or landslip
  - b. inundation from the sea whether resulting from storm or otherwise
  - c. frost
3. escape of water from the normal confines or any natural or artificial water course lake reservoir canal or dam
4. felling lopping pruning of trees
5. to fences gates and moveable Property in the open or in open sided Buildings

#### Flood

We will not indemnify You in respect of Damage

1. caused by
  - a. storm
  - b. subsidence ground heave or landslip
  - c. frost
  - d. by escape of water from any tank apparatus or pipe
  - e. felling lopping or pruning of trees
2. attributable solely to change in the water table level
3. to fences gates and moveable Property in the open or in open sided Buildings

#### Escape of Water from or Frost damage

to any tank apparatus pipe or escape of fuel from any fixed oil heating installation We will not indemnify You for Damage caused

1. by water discharged or leaking from an automatic sprinkler installation
2. whilst the Buildings are Unoccupied

#### Impact

by any animal or road vehicle or by goods falling therefrom or collapse or breakage of television or radio receiving aerials or satellite dishes

We will not indemnify You

1. in respect of the Excess stated in the Schedule if the vehicle or animal is owned by or under the control of
  - a. You or any member of Your family
  - b. any of Your Employees
2. in respect of Damage to goods being carried
3. for Damage arising from the erection dismantling repair or maintenance of any television or radio receiving aerials or satellite dishes
4. for Damage arising from the lopping or felling of trees

## Additional Contingencies

### Accidental Damage (if shown as covered on Your Policy Schedule)

But We will not indemnify You for

1. Damage caused by or specifically excluded from any standard contingency in this Section
2. Damage caused by or consisting of
  - a. inherent vice latent defect gradual deterioration change in water table level frost wear and tear faulty or defective design or materials
  - b. faulty or defective workmanship operational error or omission by You Your partners directors or Employees or contracted consultants

but this shall not exclude subsequent Damage which results from a cause not otherwise excluded

3. Damage caused by or consisting of
  - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - b. change in temperature colour flavour texture or finish the action of light or atmosphere
  - c. 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
  - d. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- i. such Damage not otherwise excluded which itself results from a standard contingency or any other accidental cause
  - ii. any subsequent Damage which itself results from a cause not otherwise excluded
4. Damage caused by or consisting of
    - a. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
    - b. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
    - c. electrical or magnetic disturbance or erasure of electronic recordings
    - d. You voluntarily parting with the title or possession of any Property or rights to Property
    - e. cessation of work
    - f. the solidification of molten material unless such Damage is directly caused by any other standard contingency that is insured by this Section
  5. Damage to a Building or structure caused by its own collapse or cracking however We will indemnify You in respect of such Damage if it results from a standard contingency and is not otherwise excluded
  6. Damage to
    - a. moveable Property in the open by wind rain hail sleet snow flood or dust
    - b. Property Insured in transit by air or sea or inland waterway or road
  7. Damage in respect of
    - a. Buildings or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
    - b. vehicles licensed or intended to be licensed for road use including accessories thereon attached or unattached caravans trailers watercraft or aircraft
    - c. livestock growing crops or trees
    - d. jewellery precious stones or precious metals or articles composed of them bullion furs curiosities rare books or works of art
    - e. Money credit cards or securities of any description
    - f. fixed glass and sanitary ware other than as defined in Buildings

unless specifically stated in the Schedule and the Damage is not otherwise excluded

8. Damage to Property resulting from its undergoing
  - a. any process of production
  - b. any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process

However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded

9. Damage whilst the Buildings are Unoccupied
10. Damage caused by domestic pets

#### **Accidental Escape of Water from any Automatic Sprinkler Installation**

fitted in the Premises

But We will not indemnify You in respect of Damage caused by

1. Explosion Earthquake and or Subterranean Fire or heat caused by Fire
2. repairs alterations or extensions to the buildings and/or sprinkler installations

Subject to the following special conditions

If in relation to any claim for Damage by this contingency but only in respect of Your responsibility as landlord You have failed to fulfil any of the following Conditions You will lose Your right to indemnity or payment for that claim.

1. You must take all reasonable steps to prevent frost and other Damage to the automatic sprinkler installation(s) and so far as your responsibility extends to maintain the installation(s) including the automatic external alarm in an efficient condition
2. In the event of any discharge or leakage from such installation(s) You must do and permit to be done all things practicable whether by removal or otherwise to save and protect the Property Insured
3. When any changes repairs or alterations to the automatic sprinkler installation(s) are proposed You must advise Us and obtain Our agreement to such repairs changes or alterations
4. We must have access to the Premises at all reasonable times for the purpose of inspection and We will notify You of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. We may also suspend the insurance provided by this contingency until such alterations or repairs be carried out or approved by Us
5. This contingency does not cover Damage to the automatic sprinkler installation(s) other than that caused by water accidentally discharged or leaking from the installation(s)

#### **Malicious Damage by Tenants**

(if shown as covered on Your Policy Schedule)

Damage caused by a Tenant

But We will not indemnify You for

1. Damage whilst the Premises are Unoccupied
2. Damage by theft or attempted theft by a Tenant
3. The first £500 of each and every claim



### **Subsidence Ground Heave or Landslip**

(if shown as covered on Your Policy Schedule)

But We will not indemnify You for Damage

1. to forecourts car parks roads pavements swimming pools patios walls gates fences unless such Property is specifically insured by this Section and if Damage occurs to the building to which such Property applies and that building is insured by this Section
2. arising from the settlement or movement of made-up ground or by coastal or river erosion
3. occurring as a result of the construction demolition alteration or structural repair of any Buildings/structures at the Premises
4. arising from the normal settlement or bedding down of new structures
5. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
6. commencing prior to the issue of cover under this Policy

### **Exceptions**

We will not indemnify You under this Section for

1. delay loss of market loss of use or consequential loss of any kind unless cover is specified in the Schedule and the Damage is not otherwise excluded
2. any Property more specifically insured by or on behalf of You
3. Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure

### **Conditions**

#### **Automatic Reinstatement of Loss**

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that

1. You undertake to pay the appropriate additional premium
2. You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require

#### **Designation**

In determining the item under which Property is insured We will accept the designation given in Your Business records

#### **Excess**

We shall not be liable for the amount (or amounts) of the Excess stated in the Schedule for each and every claim at each separate Premises after the application of Average

#### **Flat Felt Roof**

It is a Condition Precedent to Our liability to indemnify You in relation to any claim caused by or resulting from Storm and falling trees If You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim You must ensure that if you have a flat roof the felt on timber portion of the roof is to be inspected on an annual basis by a competent roofing contractor and any recommendations are to be implemented immediately

#### **Index Linking**

The Sums Insured by this Section are subject to Index Linking

#### **Limit of Liability**

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking

### Requirements

If in relation to any claim in respect of Damage by any insured Contingency You have failed to implement any requirement set against that Contingency as detailed to You within the timescales specified You will lose Your right to indemnity or payment for that claim

## Cover Extensions

### Annexes

The Property Insured of

1. annexes conveniences and external hoists gangways and staircases
2. extensions communicating with any of the buildings within described
3. sub-stations

are insured under the respective items applying to the Property Insured to which such Property is attached or belongs

### Architects Surveyors Legal and Other Professional Fees

The Sum Insured under each item of Building in the Schedule includes an amount in respect of architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim.

It being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such Damage and that the liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each such item

### Capital Additions

We will indemnify You for

1. any newly acquired Property Insured insofar as the same are not otherwise insured
2. alterations additions and improvements to the Premises but not in respect of any appreciation in value anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man

The maximum We will pay in respect of any one location under this Extension is

1. £500,000 in respect of any newly built and/or newly acquired Buildings
2. £100,000 in respect of alterations additions and improvements to Buildings

You undertake to give particulars of such Cover Extension as soon as practicable but at least within three months and specifically insure such Extensions with Us from the date Our liability commenced and pay the additional premium required

### Construction Heating and Occupation of the Buildings

Unless otherwise stated in the Schedule the Buildings are mainly

1. constructed of brick stone or concrete
2. roofed with slates tiles concrete metal or incombustible material
3. heated by
  - a. low pressure hot water or steam
  - b. oil fired space heaters fed from a fuel tank in the open
  - c. overhead gas or electrical appliance
  - d. gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

### Contractors' Interest

Where You are required to effect insurance on the Property Insured in the joint names of You and the contractor under the terms of a contract condition then the interest of the contractor in the Property Insured as joint Policyholder is hereby noted and You must provide Us with details of any single contract valued in the excess of £100,000 prior to work commencing and pay an additional premium if required

### Drain Clearance

The Sum Insured for each item under Buildings and/or Plant Machinery extends to include costs and expenses necessarily incurred by You and for which We agree to for clearing and /or cleaning drains sewers and gutters for which You are responsible and liable following Damage as insured by this Section

### Damage by Emergency Services

We will indemnify You for the cost of restoring any Damage caused to gardens and grounds for which you are responsible by the emergency services in attending the Premises as a result of the operation of any contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance

### Day One Basis

Applicable only to those items showing a Declared Value (DV) as stated in the Schedule

1. You having stated in writing the Declared Value incorporated in any item to which this Extension applies the premium has been calculated accordingly

For the purposes of this Extension Declared Value shall mean

Your assessment of the cost of reinstatement of Buildings arrived at in accordance with paragraph 1. reinstatement of general conditions basis of claims settlement for Property at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for

- a. the additional cost of reinstatement to comply with
  - i. European Union legislation
  - ii. Act of Parliament
  - iii. Bye-Laws of any public authority
- b. professional fees
- c. debris removal costs

2. You must notify Us of the Declared Value at the start of each Period of Insurance

If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance after the application of Index Linking

3. Proviso's 2. and 3. of the General Conditions Basis of Claims Settlement for Property are restated as follows

- a. If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1. Reinstatement at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1. Reinstatement
- b. We will not make a payment under this Condition
  - i. until You have incurred the cost of replacing or repairing the Property Insured
  - ii. if You or someone acting on Your behalf have insured the Property Insured under another policy which does not have the same basis of reinstatement
  - iii. if You do not comply with any of the provisions of this Condition

However the Sums Insured will be limited to 115% of the Declared Values stated in the Schedule

4. the maximum We will pay in respect of each separate location subject to this Condition is as stated in the Schedule

### European Union and Public Authorities Clause

Following Damage as insured by this Section to each item under Buildings We will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

1. European Union legislation or
2. building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority (both of which are hereinafter referred to as "Regulations" in respect of the destroyed or Damaged Property Insured) in respect of
  - a. the Property Insured being Damaged
  - b. undamaged portions of the Property Insured
  - c. any water supply equipment at the Premises supplying the sprinkler installation in undamaged portions of the Premises

This Extension does not apply to

- a. the cost incurred in complying with the Regulations
  - i. in respect of Damage occurring prior to the granting of this Section Extension
  - ii. in respect of Damage not insured by this Section
  - iii. under which notice has been served upon You prior to the happening of the Damage
  - iv. for which there is an existing requirement which has to be implemented within a given period in respect of undamaged Property Insured or undamaged portions of Property Insured other than foundations (unless specifically excluded) of that portion of the Property Insured destroyed or Damaged
- b. the additional cost that would have been required to make good the Property Insured destroyed or Damaged to a condition equal to its condition when new had the necessity to comply with the Regulations not arisen
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with Regulations

Provided that

1. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow (during the said 12 months) and may be carried out upon another site (if the regulations so necessitate) subject to the Our liability under this Section Extension not being thereby increased.
2. if Our liability under any item of this Section apart from this Section Extension shall be reduced by the application of any of the terms Conditions and Exceptions of this Section then Our liability under this Section Extension in respect of any such item shall be reduced in like proportion
3. the total amount recoverable under any item of this Section under this Section Extension shall not exceed
  - a. for Damaged Property the Sum Insured
  - b. for undamaged portions of Property (other than foundations) 20% of the Sum Insured for that item at the Premises where the Damage occurred
  - c. The most We will pay for any item is the Sum Insured

### Fire Extinguishing Expenses

We will indemnify You in respect of costs and expenses incurred in refilling recharging or replacing any

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

as a result of Damage as insured by this Section

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service

If in relation to any claim for fire extinguishing expenses You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

You must maintain all such equipment in accordance with the manufacturer's instruction which is acceptable to Us

The maximum We will pay in respect of any one claim under this Extension is £10,000

#### **Fly Tipping**

We will indemnify You for the costs incurred in cleaning and removing any Property illegally deposited in or around the Premises during the Period of Insurance

The maximum We will pay in respect of any one claim under this Extension is £500 or £5,000 in the aggregate in any one Period of Insurance

#### **Gardening Equipment**

We will indemnify You in respect of Damage to gardening equipment owned by You and used in connection with the Business at the Premises

The maximum We will pay in respect of any one claim under this Extension is £1,000

#### **Inadvertent Failure to Insure**

We will indemnify You in respect of Damage to

1. any newly built and/or newly acquired building
2. alterations additions and improvements to an insured Building but not in respect of any appreciation in value

which You have an obligation to insure whether owned or leased by You but which inadvertently been left uninsured

The maximum We will pay in respect of any one location under this Cover Extension is

1. £500,000 in respect of any newly built and/or newly acquired building
2. £100,000 in respect of alterations additions and improvements to the Building

situated anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

You must advise Us in writing immediately You become aware of a building inadvertently left uninsured and pay the appropriate premium due from the date Our liability commenced

You must carry out at not less than twelve months intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them

We will not indemnify You in respect of

1. any building more specifically insured
2. any appreciation in value

#### **Loss of Metered Utilities**

We will pay charges for which You are responsible if water oil gas or electricity is accidentally discharged from a metered system providing service to the Premises as a result of Damage insured under this Section

The maximum We will pay for any one claim under this Extension is £5,000 or £25,000 in the aggregate in any one Period of Insurance

We will not indemnify You when the Buildings are Unoccupied

#### **Loss of Rent and Alternative Accommodation**

We will indemnify You if a Premises cannot be lived in or if access to it is denied as a result of Damage to the extent that they are not otherwise insured in respect of

1. loss of rent including ground rent and management charges You should have received but have lost
  - a. the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - b. the cost of reasonable accommodation in kennels and/or catteries for dogs and /or cats belonging to any Tenant where such pets are not permitted in any alternative accommodation
2. temporary storage of Your furniture

Provided that

The maximum We will pay in respect of any one claim is 20% of the Sum Insured on the Building of the Premises unless specified differently on the Policy Schedule

We will not be liable in respect of Damage at any Premises where We have paid a claim under the Loss of Rental Income cover section of this Policy

#### **Non-invalidation**

The insurance by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond Your control provided that immediately You become aware thereof You shall give notice to Us and pay an additional premium if required

#### **Other Interests**

The interest of parties supplying a Property to You under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any such interest to be disclosed in the event of Damage

#### **Property Temporarily Removed**

We will indemnify You in respect of Damage to the Property Insured other than Stock in trade while temporarily removed for

1. cleaning
2. renovation
3. repair

We will not indemnify You for Property removed for more than 90 days unless We agree a longer period in writing

The maximum We will pay under this Extension is 10% of the Sum Insured

#### **Replacement Locks**

We will indemnify You for the cost of replacing locks at the Premises if keys are lost from

1. the Premises
2. Your home
3. Your director's homes
4. the home of any authorised Employee

following Theft or attempted theft

or

whilst in Your custody or that of an Employee following Theft or attempted theft

The maximum We will pay for any one claim under this Extension is £5,000

#### **Removal of Debris**

The Sum Insured for each item except on Stock in trade includes costs and expenses You incur with Our consent for

1. removal of debris
2. dismantling or demolishing
3. shoring up or propping

of the portion or portions of the Property Insured sustaining Damage by any of the Contingencies We will not indemnify You in respect of costs and expenses

- a. incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- b. arising from pollution or contamination of Property not insured under this Section
- c. more specifically insured

#### **Removal of wasp and bee nests**

We will indemnify You for the costs incurred in removing wasp and bee nests from the Buildings at the Premises

The maximum We will pay any one claim under this Extension is £1,000 or £5,000 in the aggregate in any one Period of Insurance

#### **Subrogation Waiver**

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

1. any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
2. any Company which is a Subsidiary of a Parent Company of which You are a subsidiary in each case within the meaning of the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
3. any tenant or lessee in respect of Damage where the premium has been paid by the tenant or lessee unless the Damage is caused by a criminal or malicious act of the tenant or lessee

#### **Transfer of Interest**

If at the time of Damage You shall have contracted to sell Your interest in any Buildings and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the Building is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Our or Your rights and liabilities under this Section up to the date of completion

#### **Trace and Access**

We will pay reasonable costs and expenses with Our consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls floors or ceilings provided such Damage is insured by this Section

But We will not indemnify You

1. for the cost of repairs to any fixed domestic water services or heating installation
2. where Damage results solely from a change in the water table level

The maximum We will pay any one claim under this Extension is £5,000 or £25,000 in the aggregate during any one Period of Insurance

#### **Underground Services**

We will indemnify You for Damage for which You are legally liable to pay for underground service pipes and cables at the Premises for which You are responsible as tenant but not as owner

The maximum We will pay under this Cover Extension in respect of any claim is the Sum Insured in respect of Buildings at the Premises where Damage occurs

#### **Value Added Tax**

The insurance by this Section extends to include Value Added Tax paid by You (including 'self-supply' Value Added Tax where appropriate) which is not subsequently recoverable provided

1. that
  - a. Your liability for such tax arises solely as a result of the reinstatement or repair of the buildings following Damage and
  - b. We have paid or have agreed to pay for such Damage
  - c. If any payment by Us in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair any payment under this Cover Extension resulting from that Damage will be reduced in like proportion
2. that 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
3. that where an option to reinstate on another site is exercised Our liability under this Cover Extension will not exceed the amount of tax that would have been payable had the building been built on its original site
4. that Our liability under this Cover Extension will not include amounts payable by You as penalties or interest for non-payment or late payment of tax

The following amendments are made to the Policy in respect of this Section Extension only

- a. for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
- b. Our liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

**Workmen**

Workmen are allowed in and about the Premises for the purpose of carrying out minor new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy



## Equipment Breakdown Section

### Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Accident

Shall mean

1. electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force
2. artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. Explosion or Collapse of Covered Equipment operating under steam or other fluid pressure
4. Damage to hot water boilers other water equipment oil or water storage tanks or other Covered Equipment operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
5. Damage caused by operator error that results in the overloading of Covered Equipment

All Accidents that are the result of the same event will be considered one Accident

#### Breakdown

1. the actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work
2. fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative
3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
4. Electronic Derangement

#### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

#### Computer Equipment

Building management control systems

#### Covered Equipment

Equipment at the Premises owned by You or for which You are responsible

1. which is built to operate under vacuum or pressure other than weight of contents or
2. that generates transmits stores or converts energy; or
3. comprising Computer Equipment

Excluding

- a. any supporting structure foundation masonry brickwork or cabinet
- b. any insulating or refractory material
- c. any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
- d. self-propelled plant and equipment (other than fork lift trucks used by You at Your Premises) dragline excavation or construction equipment
- e. equipment manufactured by You for sale
- f. safety or protective devices due to their functioning
- g. tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- h. any electronic equipment (other than Computer Equipment) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- i. any Manufacturing Production or Process Equipment including linked Computer Equipment

- j. any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- k. any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and Computer Equipment whilst in a private dwelling or private dwelling quarters (unless such is equipment is Yours or for which You are responsible)

#### Cyber Event

1. a failure of electronic equipment to correctly recognise, process or store any data
2. a hostile malicious illegal or transgressive act committed through electronic systems or including but not limited to
  - a. a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
  - b. hacking (unauthorised access to any computer or other electronic equipment)

a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

#### Electronic Derangement

Electrical or mechanical malfunction of the machinery arising from a cause internal to Computer Equipment unaccompanied by visible Damage to or breaking of any parts of the equipment

#### Explosion

The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents

#### Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a government agency

#### Hired In Plant

Mechanical electrical or manually powered implements materials containment preparation and handling equipment scaffolding staging ladders and similar equipment site huts cabins or similar contractors plant and equipment hired in by You

#### Manufacturing production or process equipment

Any machine or apparatus (other than boilers lifts fork lift trucks dock levelers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by You and any equipment which exclusively serves such machinery or apparatus

#### Media

All forms of electronic magnetic and optical tapes and discs for use in any Computer Equipment

#### Verified

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

### Cover

We will indemnify You in respect of direct physical Damage and any specified consequential loss from an Accident to Covered Equipment owned by You or for which You are responsible subject to a maximum liability of £5,000,000 for any one Accident

Provided that:

This cover will only apply where the Property Damage Section of the Policy is shown as effective under the Policy Schedule for the current Period of Insurance

## Extensions

The following Extensions also apply to Damage caused by or resulting from an Accident to Covered Equipment.

### Hazardous Substances

We will indemnify You in respect of the additional cost to repair or replace Covered Equipment because of contamination by a Hazardous Substance including any additional expenses incurred to clean up or dispose of such property. The maximum amount We will pay in respect of this extension shall be £10,000 any one Accident.

### Reinstatement of Data and Increased Costs of Working

1. We will indemnify You for costs incurred in reinstating data lost or damaged in consequence of an Accident to or Derangement of Computer Equipment. Our liability shall not exceed £50,000 for any one Accident. Provided that
  - a. liability is limited solely to the cost of reinstating data onto Media
  - b. We will not indemnify You for Damage to software
2. In addition We will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations. Our total liability shall not exceed £50,000 any one Accident in respect of such additional costs.

### Business Interruption

Provided that the Loss of Rental Income Section of this Policy is operative We shall be liable for financial loss caused by or resulting from an Accident to Covered Equipment.

Our liability in any one Period of Insurance shall not exceed £100,000 under this extension.

Provided that:

We shall not be liable under this extension for any loss resulting from Damage to Own Surrounding Property.

### Public Authorities/Law or Ordinance

If an Accident to Covered Equipment damages a building that is covered under this Policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings or establishes zoning or land use requirements We shall indemnify You for the following additional costs to comply with such ordinance or law.

1. Your actual expenditures for the cost to demolish and clear the site of undamaged parts.
2. Your actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

We will not indemnify You for

1. any fine
2. any liability to a third party
3. any increase in loss due to a Hazardous Substance (other than as specifically insured under Hazardous Substances Extension) or
4. increased construction costs until the building is actually repaired or replaced.

This additional coverage is within and does not increase the Limit of Indemnity shown in the Schedule.

### Expediting Expenses

With respect to damaged Covered Equipment We shall indemnify You for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

The maximum We shall pay in respect of this Extension shall be £20,000 any one Accident.

**Hire of Substitute Item**

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire charges actually incurred by You during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or Damaged

The maximum We will pay in respect of this Extension shall be £10,000 any one Accident

**Storage Tanks and Loss of Contents**

The insurance under this Section extends to include damage caused by an Accident to oil storage tanks or water tanks including connected pipework belonging to You or for which You are responsible at the Premises In addition this Extension covers loss of the contents of oil storage tanks caused by

1. escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident
2. contamination - contamination of the contents of the oil storage tanks caused by or resulting from an Accident including cleaning costs incurred as a result of such loss

The maximum We will pay in respect of any one Accident or series of Accidents arising out of one occurrence shall be £10,000

**Damage to Own Surrounding Property**

We will pay for damage to Property at the Premises belonging to You or in Your custody and control and for which You are responsible directly resulting from the Explosion or Collapse of any Covered Equipment operating under steam pressure

Our liability shall not exceed £1,000,000 any one Accident

**Additional Access Costs**

Provided that Loss of Rental Income Section of this Policy is operative We will be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the Covered Equipment following an Accident

Our liability shall not exceed £20,000 any one Accident

**Debris Removal**

We shall be liable under this extension for costs incurred in the removal of debris and protection of Covered Equipment following an Accident

Our liability shall not exceed £25,000 any one Accident

**Repair Costs Investigation**

With Our prior written agreement We will pay costs relating to repair investigations and tests by consulting engineers for damage to Covered Equipment following an Accident for an amount not exceeding £25,000 for any one Accident

We shall not be liable under this extension for fees incurred in preparing a claim under this Policy

**Hired In Plant Extension**

We will indemnify You in respect of plant hired by You against Your legal liability under the terms of the hiring agreement to pay

1. for physical loss of or damage to the plant
2. continuing hiring charges for the plant following Damage insured under 1.

Whilst the plant is at any Premises stated in the Policy Schedule and whilst in transit (other than by sea or air) from one Premises to another

The maximum We will pay in any one Period of Insurance is £20,000

Provided that:

Where legal proceedings have been initiated against You with respect to an indemnifiable incident under this extension We will with Our written consent pay all legal expenses actually incurred by You

## Extension Conditions

### Hiring Conditions

The insurance provided by this extension will indemnify You to the extent required by

1. the Model Conditions for the hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous or;
2. specific conditions agreed by Us in writing and enclosed hereon

In the event of a loss involving hire conditions more onerous than those covered by this extension the indemnity provided will be limited to the liability under 1. or 2. above as applicable

### Multiple Lifting Operations

For the insurance provided under this extension to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured by this extension or not) the lifting operation must be conducted in accordance with BS7121

## Special Exclusions

### Hire Purchase or Free Loan

Physical loss of or damage to any Property on free loan or hire purchase to You

### Road Vehicles

Loss of or damage to

1. licensed cars lorries vans trucks or other road vehicles which are not used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade)
2. quad bikes or motorcycles

### Unexplained Losses

Unaccountable losses or losses discovered on the occasion of checks or inventories unless You can produce reasonable proof that such losses are as a result of an identifiable incident

Loss of use of the Property insured by this extension or consequential loss of any kind

## Conditions

### Basis of Claims Settlement

As described in the Property Damage and Loss of Rental Income Sections of this Policy

### Precautions

You shall exercise due diligence in

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent Damage

### Back Up Records

You shall maintain a minimum of 2 generations of Verified back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

## Exceptions

We will not be liable for Damage caused by or resulting from

1. a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. any programming error programming limitation computer virus malicious code loss of data (other than as specifically provided for under Computer Equipment Reinstatement of Data and Increased Costs of Working Extension) loss of access loss of use or loss of functionality

We will not be liable for Damage caused by

3. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
4. any condition that can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance

but if Damage from an Accident results We will be liable for that resulting Damage

We will not be liable for Damage recoverable

5. under the maintenance agreement or any warranty or guarantee

## Legal Liabilities Section

### Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

#### Costs and Expenses

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
  - a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
  - b. any coroners inquest or inquiry in respect of any death

which may be the subject of indemnity under this Section

#### Compensation

Damages including interest

#### Damage

Physical loss destruction or damage

#### Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

#### Limit of Indemnity

The limit as specified in the Schedule

In respect of Products supplied the limit of Indemnity will apply to the total of all events happening in any one Period of Insurance

#### Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

#### Product Supplied

Any product or thing including packaging containers instructions and labels sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by or through You in the course of the Business within the Territorial Limits

#### Territorial Limits

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non- manual Employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge) to the United States of America or Canada)

## Employers Liability Sub-Section

### Cover

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

### Limit of Indemnity

Our liability for Compensation and Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

### Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

### Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Unsatisfied Court Judgments

This Sub-Section extends to include the following

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

1. the judgment for Compensation is obtained
  - a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
  - b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

### Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

### Vehicles

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation within the European Union



## Property Owners Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental Damage of or to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

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

### Limit of Indemnity

Our liability for Compensation and Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

### Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

#### Contingent Motor Liability

Notwithstanding Exception (4) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any Property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or any one on Your behalf 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
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

#### Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for Damage to premises (or fixtures or fittings thereof) hired or rented to You and occurring during the Period of Insurance provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

#### Data Protection Legislation

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses as a result of any loss, misuse or unauthorised disclosure of personal data held by You and incurred in connection with the Business during the Period of Insurance provided that You are a registered user (or have applied to become a registered user and not been refused) in accordance with the terms of Data Protection legislation

The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

1. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
2. legal liability caused by any act of fraud or dishonesty
3. the Costs and Expenses of rectifying rewriting or erasing data

4. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
5. the payment of fines or penalties
6. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
7. legal liability where indemnity is provided by any other insurance

#### **Defective Premises Act**

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental Damage to Property occurring during the Period of Insurance and incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
  - a. Damage to that part of such premises on which You or anyone on Your behalf has worked if such Damage directly results from such work
  - b. the cost of remedying any defect or alleged defect in the Premises disposed of by You

#### **Employees and Visitors Personal Belongings**

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for accidental Damage occurring during the Period of Insurance to the vehicles and personal belongings of Your directors partners Employees and visitors which are in Your custody or control

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration
3. in Your custody or control for the purposes of being worked upon

#### **Indemnity to Managing Agents**

Cover under this Sub-Section is extended to include Your managing agent in respect of any Premises owned but not occupied by You

We will not pursue subrogation rights against Your managing agents

#### **Overseas Personal Liability**

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability in respect of accidental Injury or accidental Damage to Property that is incurred both

- a. in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada, and
- b. in connection with the Business during the Period of Insurance

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

#### **Exceptions to this Sub-Section**

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. Damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You

3. Damage to any Property
  - a. comprising or to be incorporated in the contract works in respect of any contract undertaken by You
  - b. which requires to be insured under the terms of Clause 21.2.1 of Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions
4. the costs of remedying any defect or alleged defect in land or Premises sold or disposed of by You or for any reduction in value thereof
5. Damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
6. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
  - a. which is licenced for road use
  - b. for which compulsory motor insurance or security is required
  - c. which is more specifically insured

Provided always that this exception will not apply in respect of

  - i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
  - ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant

unless more specifically insured or unless compulsory motor insurance or security is required
7. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
8. any advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by You or on Your behalf for a fee under a separate contract or in circumstances where a fee would normally be charged
9. professional services rendered
10. the Excess shown in the Schedule in respect of each and every claim for Damage to Property
11. any liquidated damages fine or penalty
12. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
13. any Product Supplied which is in Your custody or control
14. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort

## Exceptions applicable to Legal Liabilities Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

### Asbestos

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any Property arising out of the presence of

Asbestos, Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

**Pollution or Contamination** (applicable to Property Owners Liability Sub-Section)

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b. all loss or Damage to Property or Injury directly or indirectly caused by such pollution or contamination

**Liability under Contract or Agreement**

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

**Vehicles**

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation within the European Union

## Landlords' Legal Expenses and Rent Indemnity Section

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the insurance and additional services for this Section. To make sure that You get the most from Your DAS cover, please take time to read this Section, which explains the insurance cover available to You. Please follow the procedures throughout Your Policy and in particular those applying to insured incident **Employment disputes and compensation awards**.

If You wish to speak to Us about:

- Legal Advice: You can get telephone legal advice on any legal issue affecting Your Business.
- Insurance Claims: You can report a claim 24/7.
- Tax Advice: dedicated tax advisers can provide advice on tax issues affecting Your Business.

Please phone Us on **0370 755 3111**. We will ask You about Your legal issue and if necessary call You back to deal with Your query.

- Crisis Containment: You can get assistance 24/7. Please phone Us on **0344 893 9314**.

### Our Agreement

We agree to provide the insurance described in this Section for You (or where specified, the Insured Person) in respect of any insured incident arising in connection with the Business, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in Your Policy, provided that:

- Reasonable Prospects exist for the duration of the claim
- the Date of Occurrence of the insured incident is during the Period of Insurance, or
- during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - the previous legal expenses insurance policy required You to report claims during its currency
  - You could not have notified a claim previously as You could not have reasonably been aware of the insured incident
  - cover has been continuously maintained in force
  - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and
  - the available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy
- any legal proceedings will be dealt with by a court, or other body which We agree to, within the Countries Covered, and
- the insured incident happens within the Countries Covered.

### What We Will Pay

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that We have agreed to, provided that:

- the most We will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for Costs and Expenses and compensation awards claims, is £500,000
- the most We will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards 2. Compensation awards** in any one Period of Insurance shall not exceed £1,000,000
- the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time

- (d) in respect of an appeal or the defence of an appeal, You must tell Us as soon as possible and within the statutory time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist
- (e) for an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, We must agree that Reasonable Prospects exist
- (f) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award
- (g) in respect of insured incident **Legal defence 6. Jury service and court attendance**, the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal, less any amount You, the court or tribunal pays,
- (h) in respect of insured incident **Crisis containment** the maximum We will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £25,000, and
- (i) in relation to insured incident **Let Property Disputes**, We will pay Your:
  - Hotel Expenses
  - Storage Costs
  - Costs and Expenses, including Costs and Expenses to make or defend and appeal provided that:
    - (a) You tell Us within the time limits allowed that You want to appeal; and
    - (b) We agree that Reasonable Prospects exist
  - Rent Arrears, payable by Us 30 days in arrears as shown under insured incidents **Let Property Disputes 7(a)** and **7(b)** of this Policy. Your Schedule will show if insured incidents **Let Property Disputes 7(a)** and **7(b)** are operative.

## What We Will Not Pay

- (a) In the event of a claim, if You decide not to use the services of a Preferred Law Firm or tax consultancy, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
- (b) If You are registered for VAT, We will not pay the VAT element of any Costs and Expenses.

### Definitions

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. They should also be read in conjunction with the general definitions of Your Policy. If there is a conflict between a definition in this Section and a definition elsewhere in Your Policy, the definition in this Section will apply.

### Appointed Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person We appoint to act on the Insured Person's behalf.

### Costs and Expenses

- (a) All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment.
- (b) The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or the Insured Person pays them with Our agreement.

### Countries Covered

- (a) For insured incidents **Legal defence** (excluding **5. Statutory notice appeals** and **7. Disciplinary hearings**), **Contract disputes**, **Debt recovery**, and **Personal injury**: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting on Your behalf, the amount We will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- (a) For civil cases (other than as specified under (c) to (i) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)
- (b) For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.
- (c) For insured incident **Legal defence 5. Statutory notice appeals**, the date when the Insured Person is issued with the relevant notice and has the right to appeal.
- (d) For insured incident **Legal defence 7. Disciplinary hearings**, the date the Insured Person first became aware of the formal investigation or disciplinary hearing against them.
- (e) For insured incident **Statutory licence appeal**, the date when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.
- (f) For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies You of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.
- (g) For insured incident **Crisis containment**, the date the negative publicity relating to Your Business first occurred.
- (h) For insured incident **Employment restrictive covenants**, the date You first became aware (or should reasonably have been aware), of the breach or prospective breach of covenant (whichever is first).
- (i) For insured incident **Let Property Disputes 7 Rent Arrears**, the first date that any of the rent due under the terms of the tenancy agreement (or any other amount agreed between You and Your tenant) is not paid, unless this event and any other event leading to a claim have arisen from the same originating cause, in which case the Date of Occurrence will be the first of these events.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Hotel Expenses

Up to £150 per day to cover the cost of Your accommodation for a maximum of thirty (30) days while You are seeking possession of Your Let Property.

### Insured Person

- (a) You and the directors, partners, managers, Employees and any other individuals declared to Us by You.
- (b) A person contracted to work for You who works for You on the same basis as Your Employees, and performs that work under Your supervision and direction.

### Let Property

The property You have told us about used for residential purposes only, and let under:

- (a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
- (b) a standard contract under the Renting Homes (Wales) Act 2016; or
- (c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
- (d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
- (e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or
- (f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
- (g) an agreement where You have let a room or rooms in Your Let Property to a lodger for residential purposes and You live in Your Let Property as the landlord along with the person You have let the room or rooms to: or
- (h) any equivalent or future amending legislation applying to this definition.

### PR Crisis

Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect Your Business' reputation.

### Preferred Law Firm

A law firm, barrister or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with Our agreed service standard levels, which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

- (a) For civil cases (other than insured incident **Crisis containment**), the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that We have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A Preferred Law Firm or tax consultancy on Our behalf, will assess whether there are Reasonable Prospects.
- (b) For criminal cases, and insured incident **Crisis containment**, there is no requirement for there to be prospects of a successful outcome.
- (c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### Rent Arrears

Unpaid rent that:

- is owed to You under a tenancy agreement, or
- would have been owed to You but for the breach of tenancy agreement to Your Let Property: where We have accepted Your claim under insured incident **Let Property Disputes 2 Repossession**.

### Storage Costs

£10 per day to store Your personal possessions for a maximum of four weeks after the termination of Your tenancy agreement while You are unable to reoccupy Your Let Property.

### Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (a) includes a request to examine any aspect of Your books and records; or
- (b) advises of a check of Your whole tax return.

### VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.



## Insured Incidents

### Employment disputes and compensation awards

#### 1. Employment disputes

##### What is covered:

Costs and Expenses to defend Your legal rights:

- (a) before the issue of legal proceedings in a court or tribunal
  - following the dismissal of an Employee; or
  - where an Employee or ex-Employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
  - a contract of employment with You; or
  - an alleged breach of the statutory rights of an Employee, ex-Employee or prospective Employee under employment legislation.

##### What is not covered:

A claim relating to the following:

- (a) unless equivalent legal expenses insurance was continuously in force before:
  - any dispute where the originating cause of action arises within the first 90 days of the start of this Section;
  - any dispute with an Employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section, if the Date of Occurrence was within the first 180 days of the start of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this Section
- (b) Employee internal disciplinary or grievance procedures
- (c) damages for personal injury
- (d) Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- (e) pursuing Your legal rights.

#### 2. Compensation awards

##### What is covered:

In respect of a claim We have accepted under insured incident **Employment disputes and compensation awards 1. Employment disputes** We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation or damages following a breach of Your statutory duties under employment legislation.

Provided that:

- (a) in cases relating to performance and or conduct, You have throughout the employment dispute either:
  - followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - sought and followed advice from Our legal advice service (telephone **0370 755 3111**)
- (b) for an order of compensation following Your breach of statutory duty under employment legislation, You have at all times sought and followed advice from Our legal advice service since the date when You should have known about the employment dispute (telephone **0370 755 3111**)

- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our legal advice service before starting any redundancy process or procedure with Employees (telephone **0370 755 3111**)
- (d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by Us.

Please note that the total amount payable by Us for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance is £1,000,000.

**What is not covered:**

A claim relating to the following:

- (a) Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
- (b) Non-payment of money due under a contract.
- (c) Any award ordered because You have failed to provide relevant records to Employees under National Minimum Wage legislation.
- (d) A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- (e) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

**3. Employee civil legal defence**

**What is covered:**

Costs and Expenses to defend the Insured Person's (other than Your) legal rights if:

- (a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- (b) civil action is being taken against them as trustee of a pension fund set up for the benefit of Your Employees.

Please note that We will only provide cover for an Insured Person (other than You) at Your request.

**4. Service occupancy**

**What is covered:**

Costs and Expenses to recover possession of premises owned by You, or for which You are responsible, from Your Employee or ex-Employee.

**What is not covered:**

Any claim relating to defending Your legal rights, other than defending a counter-claim that is an insured incident under this Section.

## Legal defence

For each of the following sections of **Legal defence** cover 1. to 7. below, You must request Us to provide cover for the Insured Person:

### 1. Criminal pre-proceedings cover

#### What is covered:

Costs and Expenses to defend the Insured Person's legal rights prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and or prosecutions which arise in direct connection with the activities of the Business shown in Your Policy Schedule. Please see Legal Expenses Section: Our Agreement.

#### What is not covered:

A claim relating to the following:

- (a) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- (b) investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2. Criminal prosecution defence

#### What is covered:

Costs and Expenses to defend the Insured Person's legal rights following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in Your Policy Schedule. Please see Legal Expenses Section: Our Agreement.

#### What is not covered:

A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Data protection

#### What is covered:

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and or a data processor by:

- (a) An individual. We will also pay any compensation award in respect of such a claim.
- (b) A data controller and or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and or data processor. Please note that We will not pay any compensation award in respect of such a claim.

Provided that:

- (a) in respect of insured incident **Legal defence 3. Data protection (a)**, any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by Us.

Please note that We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and or criminal body. Please see Legal Expenses Section: Exclusions 3. Court awards and fines.

**What is not covered:**

A claim relating to the following:

- (a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- (b) a reduction in the functionality, availability, or operation of stored personal data

where either (a) or (b) above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

**4. Wrongful arrest**

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

**5. Statutory notice appeals**

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights in an appeal against the imposition or terms of any statutory notice issued under legislation affecting Your Business.

**What is not covered:**

A claim relating to the following:

- (a) an appeal against the imposition or terms of any statutory notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration
- (b) a statutory notice issued by an Insured Person's regulatory or governing body.

**6. Jury service and court attendance**

**What is covered:**

An Insured Person's absence from work:

- (a) to perform jury service
- (b) to attend any court, tribunal or at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

We will reimburse You for net salary or wages that You have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

**What is not covered:**

Any claim if You or the Insured Person are unable to prove the loss.

## 7. Disciplinary hearings

### What is covered:

Costs and Expenses to defend the Insured Person's legal rights if an event results in a disciplinary case brought against the Insured Person by the relevant authority.

### Statutory licence appeal

#### What is covered:

Costs and Expenses for an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel Your licence, mandatory registration or British Standard Certificate of Registration.

#### What is not covered:

A claim relating to the following:

- (a) the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- (b) the ownership, driving or use of a motor vehicle.

### Contract disputes

#### What is covered:

Costs and Expenses for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a). the amount in dispute exceeds £200 (including VAT)
- (b). if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £200 (including VAT)
- (c). if the dispute relates to money owed to You, a claim under Your Policy is made within 90 days of the money becoming due and payable.

#### What is not covered:

A claim relating to the following:

- (a) a dispute arising from an agreement entered into prior to the start of this Section if the Date of Occurrence is within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
- (b) -a dispute relating to an insurance policy, other than when Your insurer refuses Your claim
  - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters
  - a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters
- (c) a dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with You. (Please refer to insured incident **Employment disputes and compensation awards.**)
- (d) a dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification
- (e) the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
- (f) a dispute arising from a breach or alleged breach of professional duty by an Insured Person.

### Debt recovery

#### What is covered:

Costs and Expenses for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £200 (including VAT)
- (b) a claim is made within 90 days of the money becoming due and payable
- (c) We have the right to select the method of enforcement, or to forego enforcing judgment if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### What is not covered:

A claim relating to the following:

- (a) any debt arising from an agreement entered into prior to the start of the Section if the debt is due within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
- (b)
  - the settlement payable under an insurance policy
  - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters
- (c) a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- (d) the recovery of money and interest due from another party where the other party indicates that a defence exists
- (e) any dispute which arises from debts You have purchased from a third party.

### Property protection

#### What is covered:

Costs and Expenses for a civil dispute relating to physical property which is owned by You, or is Your responsibility following:

- (a) any event which causes physical damage to such physical property; or
- (b) a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it); or
- (c) a trespass.

Please note that You must have, or there must be reasonable prospects of establishing You have, the legal ownership or right to the physical property that is the subject of the dispute.

#### What is not covered:

A claim relating to the following:

- (a) a contract You have entered into (please refer to insured incident **Contract disputes**)
- (b) physical property which is in transit or which is lent or hired out
- (c) goods at premises other than those occupied by You unless the goods are at the premises for the purpose of installations or use in work to be carried out by You
- (d) mining subsidence
- (e) defending Your legal rights but We will cover defending a counter-claim that is an insured incident under this Section
- (f) a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where You are in the business of selling motor vehicles)
- (g) the enforcement of a covenant by or against You.

### Personal injury

**What is covered:**

At Your request, Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

**What is not covered:**

A claim relating to the following:

- (a) any illness or bodily injury that happens gradually
- (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- (c) defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
- (d) clinical negligence.

### Tax protection

**What is covered:**

Costs and Expenses for:

- (a) A Tax Enquiry
- (b) An Employer Compliance Dispute
- (c) A VAT Dispute.

Provided that:

- (a) You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note that We will only cover tax claims which arise in direct connection with the activities of the Business shown in Your Policy Schedule. Please see Legal Expenses Section: Our Agreement.

**What is not covered:**

A claim relating to the following:

- (a) a tax avoidance scheme
- (b) any failure to register for Value Added Tax or Pay As You Earn
- (c) any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- (d) any claim relating to import or excise duties and import VAT
- (e) any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

### Tenancy disputes

**What is covered:**

Costs and Expenses for a civil dispute between You and Your landlord, relating to premises leased or rented by You.

**What is not covered:**

A claim relating to the following:

- (a) the negotiation, review or renewal of the lease or tenancy agreement
- (b) a dispute arising from rent or service charges.

### Crisis containment

**What is covered:**

Costs and Expenses in the event of a PR Crisis:

- (a) We will provide advice and guidance over the phone about Your PR Crisis. Please call Us on **0344 893 9314** (open 24 hours a day, seven days a week).
- (b) following a call to Us, if You and We agree that additional help is required to manage Your PR Crisis, We will provide appropriate assistance which may include specialist legal and public relations support.

Provided that:

- (a) We will not pay more than £25,000 for any claim in respect of a PR Crisis
- (b) You have sought and followed advice from Us.

**What is not covered:**

A claim relating to the following:

- (a) any claim that could reasonably be dealt with through Your customer service or standard complaints procedures
- (b) any PR Crisis related to or arising from an event affecting the whole profession or industry.

**Employment restrictive covenants**

**1. Pursuit of a breach of covenant**

**What is covered:**

Costs and Expenses to pursue a civil action against an Employee or ex-Employee where they are in breach, or are about to be in breach, of a covenant which restricts them:

- (a) from providing services to or soliciting Your customers; or
- (b) enticing other Employees to leave Your employment.

Provided that:

- (a) the restrictive covenant(s) is expressly incorporated within the Employee's or ex-Employee's contract of employment with You
- (b) the Employee or ex-Employee has signed their contract of employment
- (c) the restrictive covenant does not exceed 12 months
- (d) You have not breached the Employee's or ex-Employee's contract of employment

**What is not covered:**

A claim relating to the following:

- (a) any dispute where the Date of Occurrence arises within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
- (b) any claim relating to a restrictive covenant applying to an Employee or ex-Employee transferred to the Business under the Transfer of Undertakings Regulations (TUPE)
- (c) defending Your legal rights (please refer to insured incident **Employment restrictive covenants 2. Business defence**), other than the defence of a counter-claim that is an insured incident under this Section

**2. Business defence**

**What is covered:**

Costs and Expenses in a dispute between You and a third party business, where the third party alleges that You have breached their legal rights protected by an employment restrictive covenant contained within a contract of employment between the third party and their Employee or ex-Employee.

Provided that:

- (a) the Employee or ex-Employee is now Your Employee or prospective Employee.



**What is not covered:**

A claim relating to any covenant other than an employment restrictive covenant contained within a contract of employment between Your Employee or prospective Employee and their former or current employer.

**Let Property Disputes****What is covered:**

Costs and Expenses to pursue Your legal rights:

**1. Tenancy Disputes**

In a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of the Let Property, excluding repossession, recovery of money and dilapidations (please refer to insured incidents **Let Property 2. Repossession, Let Property 3. Rent Recovery, and Let Property 4. Property Damage**).

**2. Repossession**

To obtain possession of the Let Property, provided that, where appropriate, all statutory and contractual notices have been correctly served by You on the tenant.

**3. Rent Recovery**

To recover money and interest due from a lease, licence or tenancy of the Let Property, including enforcement of judgment.

Provided that

- (a) the amount in dispute exceeds £250 (including VAT) and a claim is made within 90 days of the money becoming due and payable or, if it is rent that is owed, it must have been overdue for at least one calendar month
- (b) if You accept payment (or part payment) of any Rent Arrears from the tenant, You must provide proof You have warned the tenant this does not prevent You taking further action against them to recover monies owed
- (c) where the tenant is a limited company, You must have sought and followed advice from the Appointed Representative before accepting payment of Rent Arrears
- (d) the other party does not intimate that a defence exists (please refer to insured incident **Let Property 1. Tenancy Disputes**).

**4. Property Damage**

In a dispute relating to dilapidations to the Let Property.

Provided that

- (a) the amount in dispute exceeds £1,000
- (b) prior to the tenancy beginning, a detailed inventory, which notes the condition of all items on the inventory is prepared by You
- (c) after the tenant has vacated the Let Property, a detailed schedule of dilapidations is prepared by You.

**5. Nuisance**

In defending any allegation of nuisance arising from the Let Property used solely for residential purposes.

**6. Eviction of Squatters**

To evict anyone who is not Your tenant or ex-tenant from the Let Property and who has not got Your permission to be there.

Please note, for England, Wales and Scotland, squatting in a residential property is a criminal offence and therefore please contact the police in the first instance.

## 7. Rent Arrears

This cover is only operative if shown as operative in Your Schedule.

- (a). We will pay Your Rent Arrears while Your tenant or ex-tenant still occupies Your Let Property up to a maximum of 12 months' for any one claim, or the maximum number of monthly rent payments covered under Your policy, whichever is the lower;
- (b). If after vacant possession Your Let Property needs damage repaired to enable You to re-let it, We will pay 50% of Your Rent Arrears for a maximum of three months or until Your Let Property is re-let, whichever happens first.

Provided that in both (a) and (b) You have:

- (a) obtained a satisfactory reference\* for each tenant and each guarantor from a referencing service before the tenancy started; and
- (b) a detailed inventory of the contents and condition of Your Let Property (with supporting photographs) which the tenant has signed; and
- (c) kept clear and up to date rental records;

and provided that We have accepted Your claim under **Let Property Disputes 2. Repossession**. We will pay Rent Arrears only if it is always more likely than not that Your claim for repossession of Your Let Property will succeed.

\*The reference must include: written references from a previous managing agent or landlord; an employer (or any other financial source); and a credit-history check (including the Enforcement of Judgments Office, County Court Judgments and bankruptcy).

What is not covered under 7 Rent Arrears

Any claim relating to the following:

- (a) Any claim for Rent Arrears which accrue during a period where any legislation, government or court guidance, court systems or court rules result in:
  - i. any or part of the possession proceedings relating to Your Let Property being halted or delayed; or where
  - ii. any court action for possession of Your Let Property is prevented from being started;
- (b) any Rent Arrears or any rent deferred prior to the start of this Policy, and any reduction in rent agreed at any time;
- (c) Rent Arrears once Your Let Property is re-let.

Condition

If You receive payment or part payment of Rent Arrears from the tenant at any time following the notification of a claim, We must be notified. Any part payments received must be applied against the earliest Rent Arrears. If We have already made a payment in respect of Rent Arrears You must repay the sum received to Us immediately.

### What is not covered:

A claim relating to the following:

- (a) Unless equivalent legal expenses insurance was continuously in force immediately before, any dispute where the originating cause of action arises within 90 days of the start of this cover
- (b) A dispute arising from or relating to:
  - the negotiation, review or renewal of the lease or tenancy agreement
  - any matter relating to service charges
  - rent, tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on Your material property by any government or public or local authority
  - any claim relating to registering rents, reviewing rents, rent control, buying the freehold of the Let Property or any matter that relates to rent tribunals, rates tribunals, the leasehold valuation tribunal, land tribunals, rent assessment committees and rent officers

- any planning application, review or decision
  - mining, subsidence or quarrying
- (c) Any claim relating to:
- land or premises used for agricultural purposes
  - any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute
- (d) any claim reported to Us more than 90 days after the date You should have known about the insured Incident.
- (e) any Costs and Expenses, Hotel Expenses or Storage Costs that are incurred before We agree to pay them.
- (f) any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the first Period of Insurance and the tenancy agreement started before the start of this Policy.
- (g) any claim relating to someone legally taking Your Let Property from You, whether You are offered money or not, or restrictions or controls are placed on Your Let Property by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.
- (h) any disagreement with Your tenant when the Date of Occurrence is within the first 90 days of the first Period of Insurance and the tenancy agreement started before the start of this Policy.

## Exclusions

We will not pay for the following:

### 1. Late reported claims

For claims under insured incident **Let Property Disputes** any claim reported to Us more than 90 days after the date the Insured Person should have known about the insured incident.

For all other insured incidents, any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.

### 2. Costs We have not agreed

Costs and Expenses incurred before Our expressed acceptance.

### 3. Court awards and fines

Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** **2. Compensation awards**, and **Legal defence** **3. Data protection**.

### 4. Legal action we have not agreed

Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.

### 5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6. Wilful acts

Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Section.

### 7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by You.

### 8. A dispute with DAS

Any claim under this Section for a dispute with Us. For disagreements with Us about the handling of a claim, refer to Legal Expenses Section: Conditions 8. Arbitration.

### 9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the Business.

### 10. Judicial review, coroner's inquest or fatal accident inquiry

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 11. Bankruptcy

Any claim where either at the start of, or during the course of a claim:

- (a) You are declared bankrupt
- (b) You have filed a bankruptcy petition
- (c) You have filed a winding-up petition
- (d) You have made an arrangement with your creditors
- (e) You have entered into a deed of arrangement
- (f) You are in liquidation
- (g) part or all of Your affairs or property are in the care or control of a receiver or administrator.

### 12. Defamation

Any claim relating to written or verbal remarks that damage the Insured Person's reputation.

### 13. Litigant in person

Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

## Conditions

### 1. Your representation

- (a) On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.
- (b) If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may, if You prefer, choose a law firm or tax expert of Your own choice to act as the Appointed Representative. We will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award.
- (c) If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or tax consultancy, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time.
- (d) The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

### 2. An Insured Person's responsibilities

- (a) An Insured Person must co-operate fully with Us and the Appointed Representative.
- (b) An Insured Person must give the Appointed Representative any instructions that We ask them to.

### 3. Offers to settle a claim

- (a) An Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our expressed consent.

- (b) If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses.
- (c) We may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. In these circumstances an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for Our benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.

#### 4. Assessing and recovering costs

- (a) An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
- (b) An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that We have to pay and must pay Us any amounts that are recovered.

#### 5. Cancelling an appointed representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

#### 6. Withdrawing cover

- (a) If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses We have paid.
- (b) If during the course of a claim Reasonable Prospects no longer exist, the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards We have agreed to, up to the date cover was withdrawn.

#### 7. Expert opinion

If there is a disagreement between an Insured Person and Us on the merits of the claim or proceedings, or on a legal principle, We may suggest the Insured Person obtains, at their own expense, an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by Us and the cost expressly agreed in writing between the Insured Person and Us. Subject to this, We will pay the cost of getting the opinion, if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence. This does not affect the Insured Person's rights under Legal Expenses Section: Conditions 8. Arbitration.

#### 8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

**9. Keeping to Your Policy terms**

An Insured Person must:

- (a) Keep to the terms and conditions of Your Policy
- (b) Take reasonable steps to avoid and prevent claims
- (c) Take reasonable steps to avoid incurring unnecessary costs
- (d) Send everything We ask for, in writing, and
- (e) Report to Us full and factual details of any claim as soon as possible and give Us any information We need.

## Helplines and Online Tools

DAS Legal Expenses Insurance Company Limited (DAS) provides the following helplines and online tools.

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please quote Your DAS Policy number TS5/4221843.

DAS will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

### **Legal Advice Helpline - 0370 755 3111**

Advice can be provided on any commercial legal problem affecting Your Business under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call You back at a time to suit You.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call You back.

### **Tax Advice Helpline - 0370 755 3111**

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

### **Counselling Helpline - 0117 934 2121**

DAS will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, seven days a week.

### **Employment Manual - Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If You'd like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting Your DAS Policy number TS5/4221843.

### **DASbusinesslaw - Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos. These can help You with the day-to-day running of Your Business and help You to manage its exposure to legal risk. The document builders can help You create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Data protection policy
- Copyright and trademark licences
- Employee contracts
- Debt recovery letters.

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and enter **DASBARC100** into the 'voucher code'

## Extended Loss of Rental Income Section

### Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Damage

Loss of or Damage to the Property used by You at the Premises for the purpose of the Business

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof

#### Maximum Indemnity Period

The period stated in the Schedule unless amended in any Additional Contingency

#### Rent Receivable

The Money paid or payable to You by tenants for rental of the Premises and for the services provided in connection with the Business at the Premises

#### 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 twelve months)

#### Annual Rent Receivable

The Rent Receivable during the twelve months immediately before the date of the Damage

#### Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds

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 Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage



## Cover

In respect of each item in the Schedule We will indemnify You in respect of loss resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of Damage occurring during the Period of Insurance caused by the operation of a Contingency under the Property Damage Section of the Policy unless otherwise stated in the Schedule

Provided that

1. payment shall have been made or liability admitted for the Damage under an insurance covering Your interest in the Property
- or
2. payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount

## Limit of Liability

Our liability under this Section shall not exceed

1. 200% of the Estimated Rent Receivable shown in the Schedule and
2. 100% of the Sum Insured shown in the Schedule for each other item or Extension stated in the Schedule Unless otherwise agreed by Us

## Basis of Settlement

The following items of settlement apply only if the paragraph title appears in the Schedule

### Rent Receivable or Estimated Rent Receivable

The insurance under this item is limited to (1) loss of Rent Receivable and (2) increase in cost of working and the amount payable as indemnity thereunder shall be

1. in respect of the loss of Rent Receivable  
the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Damage
2. in respect of increase of cost of working  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which but for the expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Rent Receivable thereby avoided

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

If the Sum Insured by the item on Rent Receivable be less than the Annual Rent Receivable (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

## Prevention of Access

We will indemnify You in respect of Damage to Property in the vicinity of the Premises as a result of Damage caused by any of the Contingencies insured under the Property Damage Section which prevents or hinders use of or access to the Premises whether the Premises have been Damaged or not

The maximum We will pay is the Sum Insured as stated in the Schedule

## Section Extensions

### Auditors and Professional Accountants and Legal Fees

Included within the Rent Receivable or Estimated Rent Receivable item is an allowance for auditors professional accountants and solicitors reasonable charges for

1. producing information We required for investigating any claim and
2. confirming the information is in accordance with Your Business books
3. determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease The maximum We will pay for any claim including auditors and professional accountants and solicitors charges is the Sum Insured

### Buildings Awaiting Sale

If at the time of Damage You have contracted to sell Your interest in the Buildings and the sale is cancelled or delayed solely due to the Damage We will pay at Your option either

1. The loss of Rent Receivable from the date of Damage until the Buildings would have been sold or the expiry of the Indemnity Period if earlier or
2. The loss in respect of interest from the date the Buildings would have been sold if the Damage had not occurred to the actual date of sale or the expiry of the Indemnity Period if earlier The loss in respect of interest being
  - a. 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
  - b. The investment interest lost to You on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph a) above)

Less any amount of Rent Receivable

We will also pay with Our written consent Additional expenditure being the expenditure necessarily and reasonably incurred during the Indemnity Period following Damage solely to avoid or minimise the loss payable under a) and b) above

### Capital Additions Rent Receivable

We will pay for loss of Rent Receivable for any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings covered under the Property Damage Section that is not otherwise insured Provided that

1. the most We will pay at one situation is 10% of the Sum Insured under this Section up to a maximum of £100,000 during any one Period of Insurance
2. You must tell Us as soon as possible of any extension of cover as detailed above and take out insurance cover from the date Our liability commenced

### Contracting Purchaser's Interest

Between You contracting to sell Your interest in any of the Premises and the completion of the purchase by a third party if Damage occurs which is not otherwise insured by the third party on completion the third party will be entitled to benefit under this Section without prejudice to the rights and liabilities of You or Us

### Cost of reletting

We will pay costs that You necessarily and reasonably incur in reletting the Premises (including legal fees) solely in consequence of Damage The maximum We will pay is the Sum Insured in respect of the Buildings affected by the Damage

### Inadvertent Failure to Insure

Buildings owned by You in Great Britain Northern Ireland the Channel Islands or the Isle of Man for which You have an obligation to insure (whether owned or leased to You) but which have inadvertently been left uninsured

The maximum We will pay at any one Premises is £100,000 in respect of loss of Rent Receivable

You must advise Us in writing immediately You become aware of a Premises inadvertently left uninsured and pay the appropriate premium due from the date the insurance becomes Your responsibility

You must carry out at not less than twelve months intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force on each of them

We will not indemnify You in respect of

1. any building more specifically insured
2. any appreciation in value

#### **Subrogation Waiver**

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

1. any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
2. any Company which is a Subsidiary of a Parent Company of which You are a subsidiary in each case within the meaning of the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
3. any tenant or lessee in respect of loss of Rent Receivable unless the loss of Rent Receivable is caused by a criminal or malicious act of the tenant or lessee

## **Conditions**

#### **Automatic Reinstatement of Loss**

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium

#### **Cessation of Trading**

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

#### **Payments on Account**

Claims payments on account may be made to You during the Indemnity Period if required

#### **Renewal**

You will supply prior to each renewal the Estimated Rent Receivable for the financial year most closely corresponding to the following Period of Insurance

#### **Statutory Inspection of Plant**

Any item of plant or machinery belonging to You or under Your control which requires to be examined to comply with any Statutory Regulations must be inspected in accordance with such Regulations Failure to comply with this will invalidate cover in respect of an explosion originating within and causing Damage to the item of Plant

#### **Value Added Tax**

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

## Additional Contingencies

### Public Utilities – Water Gas or Electricity

We will indemnify You in respect of interruption or interference with the Business as a result of accidental failure of Your public supply of electricity gas or water at the terminal ends of Your suppliers service feeders to the Premises during the Period of Insurance We will not indemnify You in respect of

1. accidental failure which lasts less than 4 hours
2. a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. accidental failure caused by the exercise of any supply authority's power to withdraw or restrict supply or services
4. any industrial action
5. drought or other weather conditions unless equipment has been Damaged
6. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man

The maximum We will pay under this Additional Contingency is £50,000 in respect of any one loss unless otherwise stated in the Schedule

### Telecommunications

We will indemnify You in respect of interruption or interference with the Business as a result of accidental failure of the public supply of telecommunication services at the incoming line terminals or receivers at the Premises during the Period of Insurance We will not indemnify You in respect of accidental failure

1. lasting less than 24 consecutive hours
2. caused by any industrial action or other deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
4. caused by atmospheric or other weather conditions unless equipment has been Damaged caused by those conditions
5. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
6. caused by failure of any satellite

The maximum We will pay under this Additional Contingency is £50,000 in respect of any one loss unless otherwise stated in the Schedule

### Public Emergency

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of the actions or advice of a government or local authority due to an emergency likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises during the Period of Insurance but excluding

1. any incident lasting less than 12 hours
2. any period other than the actual period when access to the Premises was prevented
3. a Notifiable Human Infectious or Contagious Disease as defined in the current legislation occurring at the Premises

The maximum We will pay under this extension is £100,000 in respect of the total of all losses occurring during the Period of Insurance unless otherwise stated in the Schedule

The provisions of any Automatic Reinstatement Condition do not apply in respect of this Additional Contingency

**Legionella**

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of any outbreak of legionellosis at the Premises during the Period of Insurance causing restrictions on the use of the Premises on the order or advice of the competent authority

Maximum Indemnity Period – three months

The maximum We will pay under this extension is £25,000 (or the limit as detailed in the Schedule) in respect of the total of all losses occurring during the Period of Insurance

Condition applicable to Additional Contingency Legionella

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

At the Premises You must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice “The Prevention and Control of Legionellosis (including Legionnaires Disease)” Ref ISBN-0-7176-1772-6 or any supplementary replacement or amending Code of Practice

## Terrorism Section

### Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear within the Section and they should also be read in conjunction with the General Definitions at the start of the Policy

#### Act of Sabotage

means a subversive act or series of such acts 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

#### Act of Terrorism

means 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

#### Business Interruption

means loss resulting from interruption of or interference with Your Business carried on by You in consequence of Damage caused by an Act of Terrorism or an Act of Sabotage to Property Insured used by You at the Premises for the purpose of Your Business

#### Damage

means physical loss or damage to material property

#### Occurrence

shall mean any one loss or series of losses arising out of and directly occasioned by any one act or series of Acts of Terrorism or Acts of Sabotage for the same purpose or cause sustained by You at the Premises during any period of 72 consecutive hours arising out of the same purpose or cause.

However no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless You shall first sustain direct physical damage by an Act of Terrorism or an Act of Sabotage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy

#### Property Insured

All property as detailed in the Schedule

#### Territorial Limits

United Kingdom, Isle of Man and the Channel Islands but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987. This shall include the Channel Tunnel up to the frontier with the Republic of France as set out by the treaty of Canterbury.

#### Cover

We will indemnify You for any one Occurrence of loss or Damage to Property Insured caused by an Act of Terrorism or Act of Sabotage during the Period of Insurance within the Territorial Limits in accordance with the provisions of this Section.

#### Limit of Liability

The maximum We will pay under this Section in any one Period of Insurance for any one Occurrence and in the aggregate will not exceed

1. the Sum Insured on each Item or
2. The total Sum Insured or
3. Any other maximum amount payable or limit of liability specified in any extension under the Property Damage or Extended Loss of Rental Income Sections

#### Extensions

The following shall apply subject to all other terms conditions limits exceptions of this Policy.

### Loss of Rent and Alternative Accommodation

We will indemnify You if a Premises cannot be lived in or if access to it is denied as a result of an Act of Terrorism or an Act of Sabotage at or within 3 miles of the Premises to the extent that they are not otherwise insured in respect of

1. loss of rent including ground rent and management charges You should have received but have lost
  - a. the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
  - b. the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any Tenant where such pets are not permitted in any alternative accommodation
2. temporary storage of Your furniture

Provided that the maximum we will pay in respect of any one Occurrence is 20% of the Sum Insured on the Buildings of the Premises unless specified differently on the Policy Schedule

### Brand Rehabilitation

We will pay reasonable costs and expenses for advertising costs and/or costs of a public relations consultancy company following Business Interruption caused by an Act of Terrorism or an Act of Sabotage at or within 1 mile of the Premises for up to a maximum amount of 60 consecutive days for the sole purpose of avoiding or diminishing a reduction in turnover or resuming or maintaining normal business.

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed

1. 10% of the Sum Insured or
2. £100,000

whichever is the lesser

### Claims Preparation Costs

We will indemnify You for reasonable costs incurred by You for the preparation, presentation, certification, negotiation or verification of a specified claim under this Section of Your Policy subject to prior written consent from Us

For the purposes of this extension a specified claim means any claim in excess of £50,000

Provided that

1. We have the right to review and audit all documentation relating to the costs
2. the costs are not otherwise covered under Your Policy
3. these costs will not include the fees and costs of lawyers, loss assessors and loss appraisers including any of their subsidiaries, related or associated entities either partially or wholly owned by them or retained by them for the purpose for assisting them

Our liability under this extension will not exceed £100,000 for all claims arising in any one **Period of Insurance**

### Full Failure of Utilities

We will indemnify You for Business Interruption as a result of failure in consequence of Damage caused by an Act of Terrorism or an Act of Sabotage at the premises of Your supply of

- a. electricity or
- b. water or
- c. gas or

at the terminal ends of Your suppliers feed or incoming line terminals or receivers to or at the Premises

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed

1. 10% of the Sum Insured or
2. £1,000,000

whichever is the lesser

We will not indemnify You in respect of failure

- i. lasting less than 4 consecutive hours
- ii. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **Looting**

We will indemnify You for looting to Property Insured at the Premises during the Period of Insurance following an Act of Terrorism or an Act of Sabotage.

### **Loss of Attraction**

We will indemnify You for Business Interruption commencing during the Period of Insurance caused by an Act of Terrorism or an Act of Sabotage within 1 mile of the Premises that constitute an attraction to Your Business which causes a loss of custom to the Business directly due to a reduction in customers visiting the area.

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed

1. 10% of the Sum Insured or
2. £1,000,000

whichever is the lesser

### **Prevention of Access – Damage and Non Damage**

We will indemnify You for Business Interruption commencing during the Period of Insurance caused by an Act of Terrorism or an Act of Sabotage within 1 mile of the Premises which by order or action of civil or military authority prevents or prohibits access to the Premises.

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed

1. 10% of the Sum Insured or
  2. £500,000
  3. £1,000,000 following Damage
- whichever is the lesser, or

We will not indemnify You in respect of failure lasting less than 24 consecutive hours

### **Property Stored**

We will indemnify You in respect of Business Interruption during the Period of Insurance caused by an Act of Terrorism or an Act of Sabotage to Your property whilst stored in any premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed £500,000

We will not indemnify You in respect of property stored in any premises You partially or fully occupy

### **Telecommunications**

We will indemnify You for Business Interruption commencing during the Period of Insurance as a result of failure in consequence of Damage caused by an Act of Terrorism or an Act of Sabotage to property at any land based premises of Your telecommunications supplier in Great Britain, Northern Ireland the Channel Islands or the Isle of Man.

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed

1. 10% of the Sum Insured or
2. £1,000,000

whichever is the lesser.

We will not indemnify You in respect of failure lasting less than 24 consecutive hours



### Threat or Hoax

We will indemnify You for Business Interruption as a result of threat or hoax of an Act of Terrorism and/or Sabotage commencing during the Period of Insurance caused by

1. prevention of access to and/or from; or
2. evacuation of; or
3. emergency lockdown of

the Premises by order or action of any lawfully constituted authority provided that such order is a direct result of either of the following:

- a. a specific threat or hoax to inflict Injury to a person or persons; and/or
- b. a specific threat or hoax to damage or destroy any property.

In the event of that a. and/or b. above occur at a Premises or are made against the Insured (including its employees, directors, partners and/or officers), their owners and/or tenants or the Premises, then this insurance will cover 2. and 3. above without a prior order by a lawfully constituted authority, provided that the Insured subsequently reports such activity or threat to a lawfully constituted authority, as soon as reasonably practicable, and such threat or hoax is confirmed in writing by the lawfully constituted authority. However, nothing in this extension shall give any cover for Injury.

The maximum We will pay for any one Occurrence and in the aggregate for this extension will not exceed £500,000.

We will not indemnify You in respect of failure lasting less than 4 consecutive hours.

### Exceptions

We will not indemnify You

1. for any loss whatsoever or any Business Interruption directly or indirectly occasioned by or happening through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. for any loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon
3. in respect of damage or any other loss or expense resulting or arising from damage to any property or any Business Interruption directly or indirectly caused by or contributed to by or in connection with or arising from biological or chemical pollution or contamination
4. in respect of loss or damage arising directly or indirectly from nuclear detonation nuclear reaction nuclear radiation or radioactive contamination however such nuclear detonation nuclear reaction nuclear radiation or radioactive contamination may have been caused
5. the Excess applicable to the Property Damage Section

### Conditions

1. All the terms Conditions Exclusions and Extensions of this Section or Policy apply except in so far as they are hereby expressly varied

## Engineering Inspection Section

### Inspection Service Contract

#### 1. Definitions

The following words have been given the specific meaning set forth below and have the same meaning wherever they appear in the Contract whether singular or plural

##### 1.1 Normal Working Hours

8:00 am to 6:00 pm Monday to Friday excluding public bank and local holidays

##### 1.2 Competent Person

An Engineer Surveyor employed and authorised by Us to perform Inspection Service

##### 1.3 Plant

The machinery appliances and equipment as detailed to Us

##### 1.4 Inspection Service

Thorough Examination of Plant in accordance with the requirements of such statutory regulations as apply to the Plant or Inspection of Plant in compliance with good established engineering practice Unless otherwise agreed in writing this term shall not include approval or verification of the fitness for purpose of any design or design features of Plant performing or witnessing tests of a non-routine nature including but not limited to ultrasonic radiographic hydrostatic or other non-destructive examination or in the case of lifting and handling Plant any proof load stability anchorage or similar test

We shall

- a. Periodically perform Thorough Examination/Inspection of Plant within Normal Working Hours
- b. Provide a written report of the Thorough Examination/Inspection within a reasonable time

#### 2 Provision of Inspection Service

2.1 We shall comply with Your safe systems of work provided such systems are notified to Us in advance of any visit

2.2 We may

1.2.1 refuse to carry out any Inspection Service if at Our sole discretion to do so would pose a health safety or welfare risk

1.2.2 appoint sub-contractors to carry out all or any part of the Inspection Service

1.2.3 make a charge in addition to the fee shown in the Schedule if

2.1.3.1 You request and We agree to perform Inspection Service outside Normal Working Hours

2.1.3.2 You require additional copies of reports

2.1.3.3 You fail to prepare or make the Plant available at the date and time agreed

2.1.3.4 You require additional services or

2.1.3.5 You require the Competent Person to undertake training specific to Your own health safety and welfare procedures

#### 3 Client Responsibilities

3.1 You shall

3.1.1 be responsible for the care custody and control of the Plant at all times

3.1.2 allow Us access to Your site or site of operation and Plant at such reasonable times as shall be agreed

3.1.3 provide Us with

3.1.3.1 a safe working environment on the site on which the Plant is located

3.1.3.2 a safe physical means by which to gain access to perform the Inspection Service

3.1.4 have the Plant properly prepared dismantled and reassembled as necessary in order to enable Us to carry out the appropriate Inspection Service

- 3.1.5 Cooperate with and upon request provide Us with information and data relating to the Plant as required in order to perform the Inspection Service

#### **4 Fees**

- 4.1 We shall charge fees for the provision of the Inspection Service and such fees shall be subject to Value Added Tax at the appropriate rate
- 4.2 You shall pay the fee shown in the Schedule at the beginning of the Contract and at subsequent renewals of the Contract
- 4.3 If You add or delete Premises during the Contract term the fee will be adjusted

#### **5 Term and Termination**

- 5.1 The term of this Contract is as shown in the Schedule
- 5.2 Either party may terminate this Contract by giving 30 days written notice to the other party if the other commits any breach of the Contract

#### **6 Confidentiality**

- 6.1 Unless otherwise agreed all reports and similar material prepared by Us in connection with Inspection Service shall be released only to You or Your designated representative
- 6.2 We may use data gathered in connection with Inspection Service for statistical purposes

#### **7 Limitation of Liability and Indemnification**

- 7.1 Neither We nor any of Our Employees shall be liable directly or indirectly for any Damage or Injury to Property or persons resulting from any accident or defect in any Plant nor shall We be liable directly or indirectly for loss Damage or Injury of any kind arising from or connected in any way with any Inspection Service or documentation of any Inspection Service or from the omission of any Inspection Service or documentation of any Inspection Service whether or not such Inspection Service documentation or omission was at Your request
- 7.2 Neither We nor any of Our Employees makes any warranty express or implied concerning the activities described in this Contract
- 7.3 Notwithstanding anything else in this Contract to the contrary to the fullest extent permitted by law
- 7.3.1 We shall not be liable to You for any special incidental indirect consequential or exemplary damages including but not limited to loss of profits or revenue loss of use loss of opportunity loss of goodwill cost of substitute facilities goods or services cost of capital governmental and regulatory sanctions and claims of third parties for such damages
- 7.3.2 The total cumulative liability of Us to You whether in tort or in contract for all claims losses damages and expenses resulting in any way from this Contract shall not be greater than the total amount received by Us from You as compensation during the Contract term specified in the Schedule
- 7.3.3 Except in the case of death or personal Injury caused by Our negligence or in other circumstances where liability may not be so limited under applicable law Our liability under or in connection with this Contract whether arising in contract tort negligence breach of statutory duty or otherwise shall not exceed the sum of £5,000,000 (five million pounds)
- 7.4 Upon completion of the Inspection Service or termination of this Contract the provisions relating to indemnity waivers limitations of remedies and limitations of liability including but not limited to those contained in this section shall remain in full force and effect

#### **8 Force Majeure**

- 8.1 We shall not be liable for any delay or the consequences of any delay if such delay is due to any cause beyond Our reasonable control and shall be entitled to a reasonable extension of time for performance of the Contract

#### **9 General**

All matters relating to the validity performance or interpretation of this Contract shall be governed by the laws of England and Wales We and You hereby submit to the exclusive jurisdiction of the Courts of England and Wales

- 9.1 No term of this Contract is intended either expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party No such third party (whether or not in

- existence at the date of this Contract) is named or described herein The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law
- 9.2 The provision of Inspection Service under this Contract does not relieve the Client of any statutory obligation to have the Plant inspected
- 9.3 Inspection Service will only be subcontracted to suitably qualified subcontractors with the agreement of both Parties and We shall retain responsibility for the execution of such work



### **Arch UK Regional Division**

Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

Residential Property Owners – Policy Wording  
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