

# Your Business Insurance

## Property Owners Product

A flexible product that caters for the needs of commercial and residential property owners



Policy Wording  
April 2018

**CO**  
**vea** Insurance

# Welcome...

## to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Property Owners policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

**Your** premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your Statement of Fact**.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

A handwritten signature in black ink that reads "James Reader". The signature is written in a cursive style and is underlined with a single horizontal line.

James Reader  
Chief Executive Officer

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# Introduction

## About Your Policy

The parts of the policy are:

1. the **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any endorsement(s)
3. this policy wording which contains:
  - (a) this Introduction, Customer Information and the General Definitions, General Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
  - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

**Your** policy is divided into a number of Sections. The **Schedule** shows the Sections of the policy that are operative. Where a Section does not apply, **Your Schedule** will state that it is 'not insured'.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy endorsement(s), or this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section endorsement(s) shall only have the same meaning throughout such Section or endorsement(s) unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

### IMPORTANT

This policy is a legal contract.

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

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

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

# Customer Information

## How to make a Claim Sections 1-6

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Careline will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Careline is a service operated 24 hours a day, 365 days a year.

**You** can notify **Us** of a claim by:

Telephone: **0330 024 2266**

All calls may be recorded for training and evidential purposes.

Email: [newcommercialclaims@coveainsurance.co.uk](mailto:newcommercialclaims@coveainsurance.co.uk)

Post: Covéa Insurance Commercial Careline, Norman Place, Reading, RG1 8DA

Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish.

**Our** aim is to bring **Your** claim to a satisfactory conclusion.

## 24 hour Emergency Assistance

As a Covéa Insurance **Policyholder** **You** have 24 hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises** ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by **Your** policy **You** will be responsible for all costs incurred.

## Section 7: Legal Expenses

Claims should immediately be reported to Financial and Legal Insurance Company:

Telephone: **0161 603 2203**

Email: [nonmotorclaims@financialandlegal.co.uk](mailto:nonmotorclaims@financialandlegal.co.uk)

Post:

No.1 Lakeside  
Cheadle Royal Business Park  
Cheadle,  
Cheshire  
SK8 3GW.

## Legal Expenses Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by Financial and Legal Insurance Company. To take advantage of this service telephone **0161 603 2203** and quote **Your** policy number shown on **Your** policy **Schedule**.

## Counselling Service

This will provide **You** with access to a confidential counselling service available 24 hours a day/365 days a year. The service is provided by Care First in partnership with MSL Legal Expenses Limited. Care First counsellors are British Association for Counselling and Psychotherapy (BACP) accredited and professionally qualified to a minimum of BACP diploma level. The confidential counselling service can be used to discuss a wide range of concerns. Whether the issue is personal or work related, Care First will be able to assist **You**.

To contact the Counselling Helpline please telephone **0800 197 4515**.

## Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

## How to make a Complaint Sections 1-6

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations Covéa Insurance  
Norman Place  
Reading  
Berkshire RG1 8DA  
Telephone: **0330 221 0444**  
Website: [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)  
Email: [customer.relations-rdg@coveainsurance.co.uk](mailto:customer.relations-rdg@coveainsurance.co.uk)

# Customer Information

*continued*

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at [www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints).

## Section 7: Legal Expenses

MSL Legal Expenses Limited aims to provide a first class standard of service at all times. If **You** wish to raise a complaint relating to the sale of the Legal Expenses Insurance Section, please contact **Your** broker.

If **You** feel that MSL Legal Expenses Limited have let **You** down and **You** wish to raise a complaint, please contact them:

Telephone: **0161 492 5834**

Email: [complaints@financialandlegal.co.uk](mailto:complaints@financialandlegal.co.uk)

Post:

Financial and Legal Insurance Company

No. 1 Lakeside

Cheadle Royal Business Park Cheadle

Cheshire SK8 3GW.

Please quote the policy number shown on **Your Schedule** on all correspondence.

Their staff will attempt to resolve **Your** complaint within three business days of receipt and a summary resolution communication letter will be sent to **You**. Where this is not possible, they will acknowledge **Your** complaint promptly. If the complaint is not resolved within four weeks of receipt, they will write to **You** and let **You** know what further action they will take. A final response letter will be issued within eight weeks of receipt.

## Financial Ombudsman Service – all Sections

**You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

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

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

## Financial Services Compensation Scheme

Covéa Insurance, MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme. **You**/an **Insured Person** may be entitled to compensation from the scheme if **We** or MSL Legal Expenses Limited or Financial & Legal Insurance Company Limited are unable to meet **Our** liabilities under this insurance.

Further information is available from the Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London EC3A 7QU.  
Telephone: **020 7741 4100**  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## How We Use Your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when we process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us**, **Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

**We** may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

## How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

# Customer Information

*continued*

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

## Marketing

**We** will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

## Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

**We** may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

## Automated Decisions

**We** may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

## How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk).

## Employers' Liability Tracing Office

If **Your** policy provides Employers' Liability cover information relating to **Your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website: [www.elto.org.uk](http://www.elto.org.uk)

## Registration and Regulatory Information

Insurance cover under Sections 1-6 are provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office:  
Norman Place  
Reading  
Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277.

The legal expenses cover under Section 7 is underwritten by Financial & Legal Insurance Company Limited Registered in England No. 03034220.

Registered office:  
No.1 Lakeside  
Cheadle Royal Business Park  
Cheadle  
Cheshire SK8 3GW.

# Customer Information

*continued*

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, their Firm Reference Number is 202915.

The legal expenses cover under Section 7 is administered by MSL Legal Expenses Limited. Registered in England No. 2210857.

Registered Office:

No.1 Lakeside

Cheadle Royal Business Park

Cheadle

Cheshire SK8 3GW.

MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 311676.

**You** can check the regulatory status of each firm on the Financial Services Register by visiting the Financial Conduct Authority's website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**.

# General Definitions

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.

## Business

The Business stated in the **Schedule** conducted solely within the **Territorial Limits** including:

1. the ownership, repair and maintenance of the **Premises**
2. the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
3. private work undertaken by any **Employee** with **Your** prior consent for any director, partner, senior official or other **Employee** of **Yours**
4. the provision and management of canteen, sports, social and welfare organisations by **You** for the benefit of the **Your Employees**
5. **Your** participation in exhibitions.

## Damage

Loss destruction or damage unless otherwise excluded.

## Defined Peril

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped therefrom
5. Earthquake
6. Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances
7. Malicious persons other than thieves
8. Theft
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Escape of oil from any fixed heating installation
13. Impact by any road vehicle or animal.

## 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 labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

## Excess

The amount stated in this policy or the **Schedule** or any endorsement for which **You** will be responsible and which will be deducted from each and every claim.

## Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

## Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All Bodily Injury or **Damage** directly or indirectly caused by such pollution or contamination.

## Premises

The buildings or part of the buildings and the land inside the boundary of the risk address shown in the **Schedule** owned by **You** or for which **You** are legally responsible.

## Property Insured

1. Buildings
  2. Contents
  3. Other property
- as specified in the **Schedule**.

## Redecoration

1. Installation, repair or replacement of fixtures and fittings
2. Internal decorating, painting and tiling
3. Internal joinery and plastering
4. Window replacement.

## Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any **Excess**, endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

# General Definitions

*continued*

## **Statement of Fact**

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

## **Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## **Vacant or Unoccupied**

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than:

- (a) 60 days in respect of **Buildings** or portion of any **Building** occupied for residential purposes
- (b) 30 days in respect of **Buildings** or portion of any **Building** which is not occupied for residential purposes

## **We/Us/Our**

Covea Insurance plc.

## **You/Your/Policyholder**

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

# General Conditions

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

## 1. Alteration in Risk

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

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 3 (b) Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of £10 plus Insurance Premium Tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first £10 or any difference which is less than £10 plus Insurance Premium Tax, which will be retained to cover administrative costs.

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

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

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

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told us about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

## 2. Building Work

If **You** are planning to have any structural work undertaken at **Your Premises**, for example an extension, demolishing any walls, renovation or any form of building work **You** must tell **Your** broker or **Us** about any plans at least 7 days before the work commences.

**We** will then assess the risk and provide any terms to the policy **We** deem necessary. **We** will not pay any claim for **Damage** caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

**You** do not need to inform **Your** broker or **Us** if **You** are undertaking **Redecoration**.

## 3. Cancellation

### (a) Your Rights to Cancel the Policy

**You** may cancel this policy within 14 days from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the latter, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy minus an administration fee of £25 plus Insurance Premium Tax. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

In the event of cancellation by **You** after the 14 day period described above, **We** will refund the premium for the exact number of days left on the policy minus an administration fee of £25 plus Insurance Premium Tax. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

### (b) Our Rights to Cancel the Policy

**We** or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

**We** will give **You** 14 days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
  - paying a premium when it is due
  - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
  - taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Condition 9 – Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** 7 days written notice to **Your** latest address.

# General Conditions

*continued*

- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy minus an administration fee of £25 plus Insurance Premium Tax unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

## 4. Change of Risk or Interest

This policy shall be avoided if:

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

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

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

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

## 6. Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible:

**We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

# General Conditions

*continued*

## 7. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

## 8. Other Interests

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 deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

## 9. Reasonable Precautions

**You** must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or Bodily Injury
- (b) maintain the **Premises**, machinery, equipment and furnishings in a good state of repair
- (c) exercise due care in the selection and supervision of **Employees**
- (d) 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.

## 10. Reinstatement of Sum Insured

**We** will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

## 11. Vacant or Unoccupied Premises

It is a condition precedent to **Our** liability that whenever the **Buildings** or part thereof are **Vacant or Unoccupied** **You** will notify **Us**:

- (a) immediately **You** become aware that the Buildings are **Vacant or Unoccupied**
- (b) of any **Damage** to the **Vacant or Unoccupied** Buildings whether such **Damage** is insured or not
- (c) that the Buildings are to be occupied by contractors for renovation, alteration or conversion purposes

The following action must be implemented by **You**:

- (i) an internal and external inspection of the Buildings every 7 days by **You** or an authorised representative and a written record of such inspections maintained
- (ii) all trade refuse and waste materials are removed from the interior of the Buildings and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (iii) the Buildings must be secured against unlawful entry and all locks bolts and other protective devices in full operation
- (iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements
- (v) ensure all letterboxes are sealed to prevent insertion of material
- (vi) all sources of power fuel or water are turned off and the water system drained down other than:
  - where electricity is needed to maintain any fire or intruder alarm system in operation
  - where the Buildings are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

In the event of any breach of security of the Buildings, malicious damage or any evidence of unlawful entry or attempted entry to the Buildings **You** will immediately:

- (a) carry out the necessary work to satisfy the above requirements
- (b) notify **Us**.

# Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

## 1. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured** **We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

## 2. Claims Procedure

It is a condition precedent to **Our** liability that in the event of a claim or possible claim:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**
- (b) **You** must advise **Us** as soon as reasonably possible
- (c) **You** must not admit or repudiate liability without **Our** written consent
- (d) **You** must inform **Us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **Us** immediately, unacknowledged
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

## 3. Fraudulent Claims

For the purposes of this Condition the definition of '**You / Your**' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

## 4. Other Insurances

If **Damage** or liability which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

## 5. Subrogation

**We** will be entitled to undertake in **Your** name or on **Your** behalf:

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

## 6. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

# General Exclusions

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

This policy does not cover:

## 1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
- (i) War Government Action or Terrorism
  - (ii) civil commotion in Northern Ireland
- (b) 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 Exclusion 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 acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

### Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 4: Employers' Liability provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **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.

**We** will indemnify **You** under Section 5: Property Owners Liability against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Liability 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 Limit of Liability stated in the **Schedule** whichever is the lower.

## 2. Radioactive Contamination

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

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

As far as concerns Bodily Injury caused to any **Employee of Yours** if such Bodily Injury arises out of and in the course of employment or engagement of such person by **You** this Exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

## 3. Sonic Bangs

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

## 4. Northern Ireland

**Damage** and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of

# General Exclusions

*continued*

**Damage** or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

## 5. Asbestos

(not applicable to Section 4: Employers' Liability)

Any cost expense or liability for Bodily Injury loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

## 6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

## 7. Electronic Risk

- (a) Erasure loss distortion or corruption of information on or reduction in the functionality availability or operation of any electronic equipment whether belonging to **You** or not caused by the malicious introduction or incursion of any unauthorised unintended undesired or unexpected program instruction or command or any other computer or electronic virus
- (b) The failure of any electronic equipment to recognise accept respond to or process any data or instruction. However subsequent **Damage** which is otherwise covered by **Your** policy is nevertheless insured.

## 8. Marine

**Damage** to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

## 9. Mould and Fungus Fungal Pathogens

(not applicable to Section 4: Employers' Liability)

**Damage** to any property or any loss cost or expense or legal liability directly or indirectly arising out of or resulting therefrom or any consequential loss in any manner related to **Fungal Pathogens** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

For the purposes of this Exclusion **Fungal Pathogens** shall mean any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota including but not limited to mould mildew mycotoxins spores or any biogenic aerosols.

## 10. Pollution or Contamination

(not applicable to Section 4: Employers' Liability and Section 5: Property Owners Liability)

**Damage** caused by **Pollution or Contamination** but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- (a) **Pollution or Contamination** which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from **Pollution or Contamination**.

# Section 1: Property Damage

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Buildings

The Building or Buildings stated in the **Schedule** for which **You** are legally responsible including:

- (a) outbuildings
- (b) permanent fixtures and fittings including alarms systems
- (c) foundations, extensions, annexes, gangways, conveniences and sub-stations
- (d) car parks, driveways, paths, steps, roadways and yards
- (e) walls, gates and fences
- (f) piping, ducting, cabling and control gear
- (g) fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
- (h) sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
- (i) air conditioning and central heating systems
- (j) underground services.
- (k) hard tennis courts, swimming pools and roof gardens applicable to blocks of flats and individual private dwellings only.

### Contents

This shall include both:

#### (a) Common Parts

The contents of common parts including furniture, furnishings, fitted carpets, fixtures and fittings, potted plants and their containers, signs whilst contained in or about the **Buildings** insured by this policy belonging to **You** or for which **You** are responsible

#### (b) Residential Accommodation

Furniture, furnishings, fitted carpets, appliances and other household goods in any self-contained flat or other private dwelling at the **Premises**

belonging to **You** or for which **You** are responsible.

### Contract Works

Temporary or permanent works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials supplied for incorporation into the works but not including property more specifically insured.

### Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, **Employees**, customers and visitors.

### Cover

**Damage** occurring at or within 50 metres of the **Premises** to the **Property Insured** described in the **Schedule** occurring during the **Period of Insurance**.

### Extensions

The following Extensions apply to this Section.

#### Additional Costs of Construction – Energy Efficiency

**We** will pay for the additional costs of reinstatement following **Damage** to the **Buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law) provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) in respect of **Damage** occurring prior to the inception of this Section
- (b) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**
- (c) in respect of property entirely undamaged.

**Our** liability will not exceed £100,000 or 10 % of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

#### Additional Statutory Costs

**We** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **Damage** to the **Property Insured** provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) in respect of **Damage** occurring prior to the inception of this Section
- (b) in respect of property entirely undamaged
- (c) where notice to comply has been served upon **You** prior to the occurrence of **Damage**
- (d) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**.

**Our** liability will not exceed £500,000 or 10 % of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

# Section 1: Property Damage

*continued*

## Additional Statutory Costs – Undamaged Portions

**We** will pay for additional costs involved in complying with statutory regulations or local authority requirements following **Damage to Property Insured** in respect of undamaged portions provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) in respect of **Damage** occurring prior to the inception of this Section
- (b) where notice to comply has been served upon **You** prior to the occurrence of **Damage** at the **Premises**
- (c) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**
- (d) which have not been agreed by **Us**
- (e) that would otherwise have been payable had the undamaged portion been wholly destroyed as a result of the **Damage** which caused **You** to claim.

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

## Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **Property Insured** **We** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **Our** consent in the reinstatement or repair of the property following **Damage** but excluding fees charged for the preparation of any claim.

## Average Waiver

Notwithstanding the provisions of the Claims Condition of Average and the Day One – Basis of Settlement – Special Conditions, **We** agree to waive any rights for underinsurance in respect of **Buildings** provided that:

- (a) **You** can provide documentary evidence of a valuation completed by a Royal Institute of Chartered Surveyors registered valuer
- (b) the date of the valuation report is within three years of the date of **Damage**
- (c) the Declared Value:
  - (i) is based on the latest valuation report
  - (ii) has been subject to increases in accordance with the Royal Institute of Chartered Surveyors rebuilding cost index

In the event of any structural alterations or additions this waiver will not be valid until a subsequent revaluation has been completed and the Declared Value is amended accordingly.

## Capital Additions

This Section includes:

- (a) Newly acquired and/or newly erected **Buildings** and **Contents** anywhere within the **Territorial Limits** in so far as such property is not otherwise insured
- (b) Alterations, additions and improvements to existing **Buildings** and **Contents** and at the **Premises** but excluding any appreciation in value of such property during the **Period of Insurance** provided that **You** will notify **Us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property. Following such notification the provisions of this clause are fully reinstated.

**Our** liability will not exceed £250,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

## Concern for Welfare Costs

**We** will pay **You** costs and expenses necessarily and reasonably incurred following **Damage** caused by the emergency services or persons acting under their control in gaining access to the **Buildings** as a result of their concern for the welfare of an occupier of the **Premises**.

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

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

## Contracting Purchaser

If **You** contract to sell the **Buildings** the purchaser will be entitled to the benefit provided by this Section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **Buildings** are not otherwise insured.

## Contractors Interest

Where **You** are required to effect insurance on the **Property Insured** in the joint names of the **Policyholder** and the contractor under the terms of a condition in the contract between **You** and the contractor then the interest of the contractor in the **Property Insured** as a joint insured is hereby noted provided **You** will advise **Us** of details of any single contract valued in excess of £50,000 or 10% of the sum insured on the **Property Insured** whichever is the less and pay any additional premium **We** may require.

# Section 1: Property Damage

*continued*

## Contract Works

The insurance by each Item on **Buildings** extends to include Contract Works in respect of any contract for which **You** are responsible under the terms of the contract provided that this cover does not apply to Contract Works in so far as it is otherwise insured.

**Our** liability will not exceed £250,000 in any one **Period of Insurance**.

## Debris Removal Costs

The **Property Insured** extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- (a) removing debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the portion or portions of the **Property Insured** which have been subject to **Damage** provided that **We** will not be liable for any such costs or expenses:

- (i) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (ii) arising from **Pollution or Contamination** of property not insured by this Section

**Our** liability will not exceed the Property Damage sums insured shown in the **Schedule**.

## Debris Removal Costs (Tenants Contents)

**We** will pay **You** for the irrecoverable costs and expenses (where they are not insured elsewhere) incurred by **You** with **Our** consent to remove the debris of tenants contents following **Damage**.

**We** will not be liable for any such costs or expenses:

- (a) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (b) arising from **Pollution or Contamination** of property not insured by this Section.

## Drain Clearing

**We** will pay **You** for reasonable expenses necessarily incurred by **You** in clearing, cleaning and/or repairing drains, gutters, sewers and the like for which **You** are legally responsible in consequence of **Damage** as insured by this Section.

**Our** liability will not exceed £25,000 any one occurrence.

## Fly Tipping

**We** will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in clearing and removing any property illegally deposited in or around the **Buildings** at the **Premises**.

**Our** liability will not exceed £10,000 any one occurrence and £25,000 in any one **Period of Insurance**.

## Further Investigation Costs

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

**We** will also pay the reasonable costs incurred by **You** with **Our** prior consent, in establishing whether or not **Buildings** in the immediate vicinity have suffered **Damage** by the same incident but only if such **Buildings** are subsequently found to have suffered such **Damage** for which **We** are liable under this Section.

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

## Gardening Equipment

**We** will pay **You** for **Damage** to gardening equipment owned by **You** and used in connection with the **Business** at the **Premises**.

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

## Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

## Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the **Buildings** which increases the possibility of **Damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that:

- (a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- (b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they will give immediate written notice to **Us** and pay any additional premium required.

# Section 1: Property Damage

*continued*

## Landscaping Costs

**We** will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in repairing or reinstating **Damage** to the landscaped gardens and grounds at the **Premises** caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **You** are legally responsible for the repair or reinstatement of such **Damage**.

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

## 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.

**We** shall not be liable for any such charges incurred by **You** in respect of any **Vacant or Unoccupied Buildings**.

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

## Malicious Damage by Residential Tenants

**We** will pay **You** for the **Damage** caused by the malicious actions of a tenant their family or guests occupying the **Buildings** or portion of any **Building** for residential purposes.

**We** shall not be liable for **Damage** by theft or attempted theft caused by a tenant their family or guests occupying the **Buildings** or portion of any **Building** for residential purposes.

It is a condition precedent to **Our** liability under this Extension that:

- (a) **You** or authorised persons acting on **Your** behalf or **Your** managing agents shall in each instance obtain and retain written and verified references for all residential tenants or prospective residential tenants
- (b) **You** must produce such written references at **Our** request in the event of a claim under this Extension.

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

## Non-Invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

## Protection Equipment Expenses

In the event of **Damage** which is insured by this Section **We** will pay **You** the costs reasonably incurred with **Our** consent in refilling recharging or replacing fire extinguishment equipment and smoke cloaks.

**Our** liability will not exceed the Property Damage sum insured shown in the **Schedule**.

## Removal of Wasp or Bee Nests or Vermin

**We** will pay the costs necessarily and reasonably incurred by **You** with **Our** consent in removing wasp or bee nests or vermin from the **Buildings** at the **Premises** provided that:

- (a) **We** will not be liable for wasp or bee nests or vermin which were already in the Building prior to inception of this policy or prior to the purchase of any new **Premises**.

**Our** liability will not exceed £1,000 any one occurrence.

## Replacement of Keys and Resetting of Digital Locks

For the purpose of this Extension the definition of Keys is:

Any device used to open a lock including but not restricted to any electronic device key card or remote control transmitter.

**We** will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or resetting of digital locks provided that the original keys were stolen from the **Premises** or the private residence of **You** or an authorised representative.

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

## Seventy-two Hour Clause

**Damage** caused by Storm, Flood or Earthquake if insured hereby occurring within each and every separate period of Seventy-two hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or the **Excess**.

## Sprinkler Upgrade Costs

**We** will pay the costs incurred following **Damage** to **Property Insured** to upgrade an automatic sprinkler installation within **Your Buildings** in order to comply with current Loss Prevention Council (LPC) rules.

Provided that:

- (a) at the date of **Damage** the installation conforms to the LPC rules current at the date of installation
- (b) the system has a complete service record up to the date of **Damage**.

# Section 1: Property Damage

*continued*

## Subrogation Waiver

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

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (c) any tenant or lessee who contributes to the cost of the premiums but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

## Temporary Removal

The **Property Insured** by this Section is also covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom within the **Territorial Limits** provided always that:

- (a) **Our** liability any one occurrence will not exceed 10% of the sum insured for each Item covered for **Damage** occurring elsewhere than at the **Premises**
- (b) such property is not more specifically insured.

## Theft Damage to Buildings

**We** will pay for **Damage** to the **Buildings** at the **Premises** not owned by **You** or insured by this policy resulting from theft or any attempt thereat provided that **You** are legally responsible for the repair of such **Damage**.

**Our** liability will not exceed £50,000 or 10% of the Property Damage sum insured shown in the **Schedule** whichever is the lower.

## Theft of Fixed Fabric of the Buildings

Theft of the fixed fabric of the **Buildings** for which **You** own or are legally responsible for, including fixed external CCTV equipment and security lighting.

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

## Trace and Access

In the event of **Damage** at the **Premises** resulting from the escape of water or oil from any fixed installation, **We** will pay for costs necessarily and reasonably incurred in:

- (a) locating the source of **Damage** in order to effect repairs

- (b) making good

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

## Tree Felling and Lopping

**We** will pay the cost incurred by **You** in removing or lopping trees which are an immediate threat to the safety of life or **Damage** to the **Premises** provided that **We** will not be liable for:

- (a) costs incurred solely to comply with a Preservation Order
- (b) legal or local authority costs involved in removing trees

**Our** liability will not exceed £10,000 any one occurrence.

## Unauthorised Use of Electricity Gas or Water

**We** will pay **You** for the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Premises** without **Your** authority.

Provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

**Our** liability will not exceed £10,000 any one occurrence.

## Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs decorations or alterations without affecting the cover provided by this Section.

## Optional Extensions of Cover

**Your Schedule** will show if this Extension is operative.

### Subsidence

Exclusion 16 Section 1: Property Damage is deleted.

This Section is extended to include **Damage** caused by Subsidence, Landslip or Ground Heave of any part of the site on which the **Property Insured** stands.

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

- (a) **Damage** to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless a Building insured by this Section is damaged by the same cause at the same time
- (b) **Damage** caused by or consisting of bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- (c) **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations or repair or demolition

# Section 1: Property Damage

*continued*

- (d) **Damage** caused by defective design or workmanship or defective materials
- (e) **Damage** which commenced prior to the inception of the cover under this Extension
- (f) **Damage** cause by or consisting of fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- (g) the amount of the **Excess** stated in the **Schedule** applicable to Subsidence

Provided that:

Insofar as this insurance relates to **Damage** caused by Subsidence, Ground Heave or Landslip **You**:

- (a) keep the **Property Insured** in good and substantial repair
- (b) notify **Us** immediately **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

**We** shall then have the right to vary the terms or cancel the cover provided by this Extension.

## Basis of Claims Settlement Clauses

### Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each Item or the total of all sums insured stated against all Items insured by this Section as shown in the **Schedule**.

### Average

Each Item of **Property Insured** under this Section is similarly but separately subject to Average as specified in Claims Conditions.

### Designation

For the purpose of determining where necessary the Item against which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

### Basis of Settlement

In the event of **Damage** to **Property Insured** by this Section the basis upon which the amount payable will be calculated is as follows:

- (a) deeds, documents and business books – their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (b) computer systems records – the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will

not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein

- (c) **Personal Effects** not otherwise insured – the cost of repair or replacement at the time of the **Damage**
- (d) all other property including **Buildings** – the cost of repairing or reinstating the property equal to its condition when new provided that:
  - (i) this is carried out without delay and in the most economical manner
  - (ii) when **Property Insured** is partially lost, destroyed or damaged **Our** liability will not exceed the estimated reinstatement cost which would have been payable had it been wholly lost or destroyed
  - (iii) until reinstatement has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation
  - (iv) where for any reason no payment is to be made on the basis of repair or reinstatement as new (liability being otherwise admitted) then the Basis of Settlement is restated to read as follows:

Following **Damage** insured by this Section and subject to the adequacy of the sums insured and to the limits of liability **We** will pay:

- (a) in the case of **Buildings**, the value of the **Buildings** at the time of **Damage**, or the amount of such **Damage** as the case may be, after due allowance for wear, tear or depreciation or at its option replace, reinstate or repair the lost, destroyed or damaged property
- (b) in the case of all other property, the cost of repair or replacement at the time of the **Damage** after due allowance for wear, tear or depreciation.

### Day One - Basis of Settlement

For each Item of **Buildings** to which this clause applies (as stated in the **Schedule**) subject to the following Special Conditions the basis upon which the amount payable is calculated:

For this purpose '**Declared Value**' is defined as:

**Your** assessment of the cost of **Reinstatement** of the **Buildings** at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in as far as the insurance provides allowance for:

- (a) the additional cost of **Reinstatement** to comply with public authority requirements

# Section 1: Property Damage

*continued*

- (b) professional fees
- (c) debris removal costs.

For this purpose 'Reinstatement' is defined as:

- (a) the rebuilding or replacement of property subject to **Damage** which, provided **Our** liability is not increased, may be carried out:
  - (i) in any manner suitable to **Your** requirements
  - (ii) upon another site

The premium is based on the **Declared Value** (shown in the **Schedule**).

The amount payable under this Clause in respect of **Buildings** will be the cost of **Reinstatement** of the property sustaining **Damage**.

## Special Conditions

1. At the inception of each **Period of Insurance** **You** will notify **Us** of the **Declared Value** of the **Buildings**. In the absence of such declaration the last amount declared adjusted to reflect **Index-Linking** will be taken as the **Declared Value** for the ensuing **Period of Insurance**
2. In respect of each Item to which this Clause applies the condition of **Average** is amended to read:
 

If at the time of **Damage** the **Declared Value** of an Item for **Buildings** is less than 85% of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**
3. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable if the property been wholly destroyed
4. No payment beyond the amount which would have been payable in the absence of this Clause will be made:
  - (a) unless **Reinstatement** commences and proceeds without unreasonable delay
  - (b) until the cost of **Reinstatement** has actually been incurred
  - (c) if at the time of **Damage** the **Buildings** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of **Reinstatement**
  - (d) if **You** do not comply with any of the provisions of this Clause

**Our** liability in respect of each Item for **Buildings** will not exceed the sum insured stated in the **Schedule**.

## Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances in efficient working order and under a contract of maintenance during the **Period of Insurance**. Subject to the observance of this Condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control.

### Roof Maintenance Condition

It is a condition precedent to **Our** liability that any flat felted roof that is older than 10 years or where the age is unknown is inspected at least once every two years by a qualified builder or property surveyor and:

- (a) any defect identified by that inspection is repaired immediately
- (b) a permanent record is kept of all such inspections, repairs and maintenance.

## Survey

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

**We** retain the right to cancel suspend or alter the terms of the insurance provided by this policy should the survey show the risk or any part thereof to be unacceptable to **Us** requiring improvement.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. water (other than loss of metered water as described in this Section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. paintings, prints and works of art with a value in excess of £2,500 any one claim

# Section 1: Property Damage

*continued*

4. bullion, furs, explosives, contraband, jewellery, precious metals, precious stones or furs
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **Premises** for which **You** are responsible
6. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
7. property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by this Section
8. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
9. property (other than **Contract Works**) from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
10. **Property Insured** at any premises that are **Vacant or Unoccupied** unless agreed by **Us**
11. **Damage** to property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. **Damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
13. Explosion
  - (a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or

apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

- (b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which is required to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus will be the subject of a policy or other contract providing the required inspection service

14. **Damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
15. **Damage** by falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
16. **Damage** caused by Subsidence, Ground Heave or Landslip
17. **Damage** caused by or arising from or consisting of:
  - (a) collapse or cracking of **Buildings**
  - (b) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
  - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - (d) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - (e) use of any article contrary to manufacturers' instructions
  - (f) change in temperature, colour, flavour or finish but this shall not exclude:
    - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
    - subsequent **Damage** which itself results from a cause not otherwise excluded

# Section 1: Property Damage

*continued*

**18. Damage** caused by or consisting of

- (a) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
- (b) wear, tear or depreciation or diminution in value
- (c) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees**

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

**19. Damage** insured by Section 3: Equipment Breakdown

**20.** theft unless:

- (a) involving forcible and violent entry to or exit from a Building at the **Premises**
- (b) involving assault or violence or threat thereof to **You** or any of **Your Employees**
- (c) as provided for under Section Extension Theft of Fixed Fabric of the Buildings

**21.** losses not directly associated with the incident that caused **You** to claim

**22.** the **Excess** stated in the **Schedule**.

# Section 2: Loss of Rent

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** during which the **Rent** receivable is affected as a result of the **Damage**.

### Maximum Indemnity Period

The period shown in the **Schedule**.

### Notifiable Human Infectious or Contagious Diseases

Those diseases notifiable under the Public Health (Infectious Diseases) Regulations, 1988, namely Acute encephalitis, Acute poliomyelitis, Anthrax, Cholera, Diphtheria, Dysentery, Food poisoning, Legionellosis, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal septicaemia (without meningitis), Mumps, Ophthalmia neonatorum, Paratyphoid fever, Plague, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral haemorrhagic fever, Viral hepatitis, Hepatitis A, Hepatitis B, Hepatitis C, Whooping cough, Yellow fever.

No other disease will be added to the above list without **Our** prior written consent.

### Outstanding Debit Balances

The individual amounts owed to **You** by **Your** customers and shown as outstanding in **Your** records, adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **Your** books during the period between the last record and the date of the **Damage**.

### Rent

The money paid or payable to **You** by tenants for accommodation provided and services rendered at the **Premises**.

### Cover

In the event that a Premise suffers **Damage** insured under Section 1: Property Damage of the policy occurring during the **Period of Insurance** **We** will indemnify **You** for:

### Loss of Rent

(a) the actual amount of the reduction in the **Rent** receivable by **You** during the **Indemnity Period** solely in consequence of the **Damage** less any savings that result from reduced costs and expenses during the same period and less any **Rent** received from the provision of alternative accommodation

### (b) the Cost of Re-Letting

the legal and other costs necessarily and reasonably incurred with **Our** prior consent during the **Indemnity Period** in re-letting the Buildings solely in consequence of the **Damage**

### (c) Increased Cost of Working

the expenditure necessarily and reasonably incurred with **Our** prior consent solely in consequence of the **Damage** solely to avoid or minimise the **Loss of Rent** during the **Indemnity Period** but not exceeding the amount of the reduction avoided by such expenditure

### (d) the Business Rates

the further expenditure including but not limited to business rates payable to public authorities necessarily and reasonably incurred by **You** with **Our** prior consent solely in consequence of the **Damage** which would have been payable by lessees during the **Indemnity Period**.

The maximum amount payable for all losses or series of losses arising directly from the same originating cause in respect of any Item on **Loss of Rent** insured under this Section is:

1. 200 % of the sum insured for each Item in respect of **Rent** receivable
2. 100 % of each other Item as shown in the **Schedule**.

**We** will also indemnify **You** in respect of auditor's fees subject to the sum insured as stated in the **Schedule**.

### Notes

1. 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
2. For the purpose of any Definitions applicable to this Section any adjustment implemented in current cost accounting shall be disregarded
3. The undefined words in this Section shall have the meaning usually attached to them in **Your** books and accounts.

### Limit of Liability

**Our** liability under this Section shall not exceed in the whole the total sum insured or the sum insured in respect of any individual Item or any other Limit of Liability stated in the policy or **Schedule**.

# Section 2: Loss of Rent

*continued*

## Extensions

The following Extensions apply to this Section.

### Alternative Residential Accommodation

In the event that **Premises** occupied solely or partially for residential purposes suffer **Damage** resulting in a residential portion of the **Buildings** being uninhabitable or access being prevented this insurance extends to include the reasonable additional cost of similar comparable accommodation for the tenant including temporary furniture storage costs and accommodation for domestic pets until the residential portion is habitable and accessible.

**Our** liability shall not exceed 20% of the **Buildings** sum insured or as otherwise stated in **Your Schedule** applicable to the residential building or residential portion of the building concerned.

### Buildings Awaiting Sale

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

- (a) during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold the **Loss of Rent** being the actual amount of the reduction in the **Rent** receivable by **You** during the **Indemnity Period** solely in consequence of the **Damage**
- (b) during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier the loss in respect of interest being:
  - (i) the actual interest incurred on capital borrowed solely to offset in whole or in part the loss of use of the sale proceeds for the purpose of financing the **Business**
  - (ii) the investment interest lost to **You** on any balance of the sale proceeds after deduction of any capital borrowed as provided for under paragraph (i) above less any amount receivable in respect of **Rent**.

This Extension also covers with **Our** consent additional expenditure being the expenditure necessarily and reasonably incurred during the **Indemnity Period** in consequence of the **Damage** solely to avoid or minimise the loss payable under (a) and (b) above.

### Capital Additions

This Section is extended to include **Loss of Rent** receivable in respect of:

- (a) alterations, additions, extensions and/or improvements to the Buildings insured (but not appreciation in value thereof)
- (b) newly acquired and/or newly erected Buildings provided they are not otherwise insured anywhere within the **Territorial Limits**.

Provided that:

- (a) alterations, additions, extensions and/or improvements to the Buildings insured at any one **Premises** shall not exceed 10% of the total sum insured on **Rent** receivable or £100,000 whichever is the less
- (b) newly acquired and/or newly erected Buildings at any one **Premises** shall not exceed £100,000
- (c) **You** shall advise **Us**:
  - (i) every 6 months in respect of any such alterations, additions, extensions and improvements
  - (ii) as soon as practicable and in any event within 6 months of any such newly acquired and/or newly erected property.

**You** will pay the appropriate additional premium required from inception of such additional cover and amounts so declared shall be added by endorsement to the sum insured by the relative Item.

### Compulsory Closure

**We** will indemnify **You** for **Loss of Rent** resulting from Interruption of or interference with the **Business** in consequence of compulsory closure by a public body authorised to prevent or restrict access to the **Premises** arising from:

- (a) discovery of a **Notifiable Human Infectious or Contagious Disease** at the **Premises**
- (b) foreign or deleterious matter in food or drink sold, supplied or provided at the **Premises**
- (c) the occurrence at the **Premises** of murder, manslaughter, suicide or rape
- (d) defective sanitation or the presence of vermin or pests.

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

- (i) comply with the requirements of the Health and Safety Commission Approved Code of Practice "The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice
- (ii) keep records evidencing compliance for **Our** inspection or produce copies of such records immediately on request

For the purpose of this cover the **Maximum Indemnity Period** is restated as 3 months.

# Section 2: Loss of Rent

*continued*

**Our** liability will not exceed £50,000 any one occurrence during the **Period of Insurance** unless otherwise stated in the **Schedule**.

## Deeds and Documents

**We** will indemnify **You** for **Loss of Rent** resulting from Interruption of or interference with the **Business** in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **Premises** to elsewhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence during the **Period of Insurance**.

## Loss of Attraction

**We** will indemnify **You** for **Loss of Rent** resulting from interruption or interference with the **Business** in consequence of **Damage** to property in the vicinity of the **Premises** which solely and directly results in:

- (a) a fall in the number of customers attracted to the **Premises** and
- (b) an identifiable reduction in **Your** income at the **Premises**

Excluding any loss:

- (i) during the first 12 hours of the **Indemnity Period**
- (ii) arising from the obstruction of roads, streets or any other rights of way due to weather or climatic conditions

For the purpose of this cover the **Maximum Indemnity Period** is restated as 3 months.

**Our** liability will not exceed £50,000 in respect of any one occurrence or £250,000 during the **Period of Insurance**.

## Loss of Book Debts

If **Your** account books or other business books or records whilst on **Your Premises** or temporarily removed to any premises in the **Territorial Limits** sustain **Damage** insured under Section 1: Property Damage of this policy which results in **Your** inability to trace or establish the **Outstanding Debit Balances** **We** will pay **You**:

- (a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof and
- (b) the additional expenditure incurred with **Our** consent in tracing and establishing customers debit balances after the **Damage**.

Provided that if the sum insured stated in the **Schedule** is less than the **Outstanding Debit Balances** the amount payable will be proportionately reduced.

**We** will not indemnify **You** in respect of:

1. erasure or distortion of information on computer systems or other records:
  - (a) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **Damage** to said machine or apparatus
  - (b) due to defects in such records
2. deliberate falsification of business records
3. mislaying or misfiling of tapes and records
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration vermin rust damp or mildew or
6. dishonest or fraudulent acts by any of **Your Employees**.

The maximum **We** will pay will not exceed the amount specified in the **Schedule**.

## Condition applicable to this Extension

**You** will record the total amount of **Outstanding Debit Balances** at least once every seven days and keep a copy of such records at a place other than at **Your Premises**.

## Loss of Investment Income

If as a result of **Damage** **We** are paying an indemnity under this Section and the payment is made later than the date upon which **You** would have normally have expected to receive the **Rent** from the tenant or lessee **We** will pay an amount equivalent to the investment income lost to **You** during the period of delay.

**Our** liability will not exceed £50,000 any one occurrence during the **Period of Insurance**.

## Managing Agents Premises

The insurance under this Section extends to include interruption of or interference with the **Business** in consequence of **Damage** insured under Section 1: Property Damage to property at the **Premises** of any managing agents employed or engaged to collect **Rent** receivable, provided that:

- (a) such **Rent** receivable is not received by **You** as a direct result of the **Damage**
- (b) the **Rent** receivable is not outstanding for 120 days in excess of its due date prior to the **Damage** at the managing agents' premises
- (c) all reasonable steps to recover the **Rent** receivable are taken

# Section 2: Loss of Rent

*continued*

(d) such **Rent** receivable is not recoverable under any other policy.

**Our** liability shall not exceed £50,000 any one occurrence.

## Public Utilities

**We** will indemnify **You** for **Loss of Rent** resulting from interruption of or interference with the **Business** in consequence of **Damage** to property at any:

- (a) generating station or sub-station of the public electricity supplier
- (b) land based premises of the public gas supplier or of any natural gas producer linked directly with them
- (c) land based premises of the public telecommunications supplier or internet service provider
- (d) waterworks or pumping station of the public water supplier

within the **Territorial Limits** from which **You** obtain electricity, gas or water supplies or telecommunication services excluding:

- (i) the deliberate acts of the supply authority
- (ii) drought, atmospheric or weather conditions but this will not exclude failure due to damage to equipment caused by these conditions
- (iii) strikes or any labour or trade dispute.

**Our** liability will not exceed £50,000 any one occurrence during the **Period of Insurance**.

## Prevention of Access

The insurance under this Section extends to include interruption of or interference with the **Business** in consequence of:

- (a) **Damage** to property within 1 kilometre of the **Premises** which prevents or hinders the use of or prevents access to the **Premises** provided that **We** will not be liable for **Damage** to the property of any public utility from which **You** obtain supplies or services.
- (b) action or advice of any governmental, local authority or other statutory body due to an emergency which is likely to endanger life or property provided that **We** will not be liable for:
  - (i) any incident involving interruption or interference of less than 12 hours
  - (ii) any period other than the actual period of interruption or interference or 3 months, whichever is the lower
  - (iii) any consequences of labour disputes, infectious or contagious disease
  - (iv) **Your** or the lessees' non-compliance with any action or advice previously given

(v) any cause within **Your** control

(vi) any interruption or interference arising from the obstruction of roads, streets or any other rights of way due to weather or climatic conditions

(vii) any interruption or interference arising from repair or maintenance work being completed on property as a result of inherent defect or wear and tear

**Our** liability shall not exceed £50,000 unless otherwise stated in the **Schedule**.

## Rent Free Period

If at the time of **Damage** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** will be adjusted by adding the unexpired portion of the rent free period to the number of months shown in the **Schedule**.

**Our** liability will not exceed £50,000 any one occurrence during the **Period of Insurance**.

## Unlawful Occupation

The insurance by this Section extends to include interruption of or interference with the **Business** in consequence of access to or use of the **Premises** being hindered or prevented due to the **Premises** or any property within 250 metres of the **Premises** or any rights of way being:

- (a) occupied by terrorists or persons thought to be terrorists
- (b) unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers
- (c) thought to contain or actually containing a harmful device provided that the police are immediately informed

**We** shall not be liable for:

- (i) loss arising from any cause within **Your** control
- (ii) loss as a result of physical loss or destruction of or **Damage** to property
- (iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear
- (iv) any incident involving prevention or hindrance of access to or use of the **Premises** of less than 48 consecutive hours duration.

**Our** liability under this Extension shall not exceed £25,000 unless otherwise stated in the **Schedule**.

# Section 2: Loss of Rent

*continued*

## Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### Alternative Trading

If during the **Indemnity Period** accommodation is provided other than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such accommodation will be brought into account in arriving at the **Rent** receivable as applicable during the **Indemnity Period**.

### Automatic Reinstatement of Sum Insured

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.

### First Financial Year

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

### Payments on Account

In the event of **Damage** **We** will if requested by **You** make payments on account during the **Indemnity Period**.

### Professional Accountants

**We** will pay under this Section the reasonable charges payable by **You** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **Us** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this Extension and the amount otherwise payable under the Section will in no case exceed the maximum amount payable.

### 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**.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

**We** shall not be liable under this Section for:

1. any interruption of or interference with the **Business** not caused by **Damage** other than as described in Extensions - Compulsory Closure and Unlawful Occupation.

# Section 3: Equipment Breakdown

### Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Accident(s)

Direct physical loss caused by:

- (a) electrical or mechanical **Breakdown** including rupture or bursting caused by centrifugal force
- (b) artificially generated electrical current including electric arcing that damages electrical devices appliances or wires
- (c) **Explosion** or **Collapse** of **Covered Equipment** operating under steam or other fluid pressure
- (d) loss or damage to hot water boilers other water heating 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
- (e) loss or 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 as one **Accident**.

#### Biomass or Biogas Installation

Any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

#### Breakdown

- (a) 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
- (b) fracturing of any part of the **Covered Equipment** by frost when such fracture renders the **Covered Equipment** inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

#### 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, ignited flue gases or ignition of the contents).

#### Computer Equipment

Building management control system.

#### Covered Equipment

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

- (a) which is built to operate under vacuum or pressure, other than the weight of its contents
- (b) that generates, transmits, stores or converts energy
- (c) comprising **Computer Equipment**

Excluding:

- (i) any supporting structure, foundation, masonry, brickwork or cabinet
- (ii) any insulating or refractory material
- (iii) any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is under vacuum or pressure included but not the actual vehicle)
- (iv) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your Premises**) dragline excavation or construction equipment
- (v) equipment manufactured by **You** for sale
- (vi) safety or protective devices due to their functioning
- (vii) tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
- (viii) 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
- (ix) any **Manufacturing Production or Process Equipment** including linked **Computer Equipment**
- (x) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- (xi) 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 equipment is owned by **You** or for which **You** are responsible)
- (xii) any **Biomass or Biogas Installation**

# Section 3: Equipment Breakdown

*continued*

(xiii) any **Hydroelectric Installation**.

## Derangement

Electrical or mechanical malfunction 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 caused by chemical action, ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **Covered Equipment** as well as forcible ejection of the contents.

## Hazardous Substance

Any substance, other than ammonia, that has been declared to be hazardous to health by a governmental 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**.

## Hydroelectric Installations

Any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment. Hydroelectric Installations also include any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

## Manufacturing Production or Process Equipment

Any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers 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

Direct physical loss or damage and any specified consequential loss from an **Accident** to **Covered Equipment** that is owned by **You** or for which **You** are responsible.

The cover under this Section will only apply where the Property Damage and Loss of Rent Sections of the policy are shown as insured on the **Schedule** for the current **Period of Insurance**.

## Extensions

The following Extensions apply to this Section.

### Additional Access Costs

Where the Loss of Rent Section is insured **We** will pay for any necessary additional costs incurred in order to gain access to repair or replace the **Covered Equipment** following an **Accident**.

**Our** liability will not exceed £20,000 any one **Accident**.

### Damage to Own Surrounding Property

**We** will pay **You** for loss or 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 will not exceed £1,000,000 any one **Accident**.

### Debris Removal

**We** will pay for costs incurred in the removal of debris and protection of **Covered Equipment** following an **Accident**.

**Our** liability will not exceed £25,000 in respect of any one **Accident**.

### Expediting Expenses

**We** will pay **You** for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement for damaged **Covered Equipment**.

**Our** liability will not exceed £20,000 any one **Accident**.

### Hazardous Substances

**We** will pay for the additional costs 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.

**Our** liability will not exceed £10,000 any one **Accident**.

### Hire of Substitute Item

If **Covered Equipment** is damaged as a result of an **Accident**, **We** will pay **You** for the cost of hire charges actually incurred by

# Section 3: Equipment Breakdown

*continued*

**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.

**Our** liability will not exceed £10,000 any one **Accident**.

## Hired in Plant

**We** will pay **You** for amounts which **You** are legally liable to pay under the terms of the hiring agreement in respect of plant hired in by **You** in respect of:

- (a) physical loss of or damage to the plant
- (b) continuing hiring charges for the plant following loss or damage insured under (a)

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

Subject to a limit of £20,000 in the aggregate during any one **Period of Insurance**.

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**.

## Special Conditions

### 1. Hiring Conditions

**We** will indemnify **You** to the extent required by:

- (a) 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

- (b) specific conditions agreed by **Us** in writing and shown on the **Schedule**

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

### 2. 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 under this Extension or not) the lifting operation must be conducted in accordance with BS7121.

## Special Exclusions

### 1. Hire Purchase or Free Loan

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

### 2. Road Vehicles

**Damage to:**

- (a) licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation (other than contractors plant as a tool of trade)
- (b) quad bikes or motorcycles

### 3. 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.

### 4. Loss of Use

**We** will not pay for loss of use of the property insured by this Extension or consequential loss of any kind.

## Loss of Rent

Where the Loss of Rent Section is insured **We** will pay for financial loss caused by or resulting from an **Accident to Covered Equipment**.

**We** will not be liable under this Extension for any loss resulting from Extension – Damage to Own Surrounding Property.

**Our** liability in the aggregate during any one **Period of Insurance** will not exceed £100,000.

## 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** will be liable for the following additional costs to comply with such ordinance or law:

- (a) **Your** actual expenditure for the cost to demolish and clear the site of undamaged parts
- (b) **Your** actual expenditure 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.

# Section 3: Equipment Breakdown

*continued*

**We** will not be liable for:

- (a) any fine
- (b) any liability to a third party
- (c) any increase in loss due to a **Hazardous Substance** (other than as specifically insured under Extension - Hazardous Substances)
- (d) increased construction costs until the Building is actually repaired or replaced.

**Our** liability will not exceed the Equipment Breakdown limit shown in the **Schedule**.

## Reinstatement of Data and Computer Increased Costs of Working

- (a) **We** will pay for costs incurred to reinstate data that is lost or damaged as a result of an **Accident** to or **Derangement of Computer Equipment**.

**Our** liability will not exceed £50,000 any one **Accident** provided that:

- (i) liability is limited solely to the cost of reinstating data onto **Media**
- (ii) **We** will not be liable for loss of or damage to software.
- (b) In addition **We** will pay for reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **Your** computer operations.

**Our** liability will not exceed £50,000 any one **Accident** in respect of such additional costs.

## Repair Costs Investigation

**We** will pay costs relating to repair investigations and tests by consulting engineers for loss or damage to **Covered Equipment** following an **Accident**.

**We** will not be liable for:

- (a) any fees incurred in preparing a claim
- (b) any amount unless prior consent has been given by **Us**.

**Our** liability will not exceed £25,000 in respect of any one **Accident**.

## Storage Tanks & Loss of Contents

**We** will cover **You** for damage caused by an **Accident** to oil storage or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the **Premises**. In addition **We** will pay for loss of the contents of oil storage tanks caused by:

- (a) escape of contents, leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **Accident**

- (b) 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 a loss.

**Our** liability will not exceed £10,000 in respect of any one **Accident**.

## Maximum Amount Payable

**Our** liability will not exceed the Equipment Breakdown limit shown in the **Schedule**.

## Basis of Claims Settlement

As described in the Property Damage and Loss of Rent Sections of this policy.

## Special Conditions

These Special Conditions are in addition to the General Conditions and must be complied with in order to have the full protection of this Section of **Your** policy.

## Back Up Records

**You** must maintain a minimum of two generations of **Verified** back-up computer records taken at intervals of at least every 48 hours. At least one copy should be held off site and all reasonable precautions should be taken to store and maintain records in accordance with the maker's recommendations.

## Precautions

**You** must exercise due diligence in:

- (a) complying with any statute or order
- (b) ensuring that **Your** items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent loss or damage.

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. loss or damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment

# Section 3: Equipment Breakdown

*continued*

2. loss or damage to data or **Media** of any kind caused by:
  - (a) programming error or programming limitation
  - (b) computer virus
  - (c) introduction of malicious code
  - (d) loss of data (other than as specifically provided for under Extension – Reinstatement of Data)
  - (e) loss of access
  - (f) loss of use
  - (g) loss of functionality
3. loss or damage caused by
  - (a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
  - (b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance

but if loss or damage from an **Accident** results **We** will be liable for that resulting loss or damage.
4. loss or damage recoverable under any maintenance agreement or any warranty or guarantee
5. the **Excess** stated in the **Schedule**.

# Section 4: Employers' Liability

Your Schedule will show if this Section is operative.

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Death, injury, illness, disease or shock.

### Compensation

Damages including interest.

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above

## Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation** to any **Employee** and
2. **Costs and Expenses** in respect of **Bodily Injury** caused in the course of the **Business**:

- (a) during the **Period of Insurance**
- (b) within the **Territorial Limits**
- (c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or Employees normally resident within the **Territorial Limits**.

## Limit of Liability

**Our** Liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

## Extensions

The following Extensions apply to this Section.

### Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
  - (i) **Our** liability will not exceed £1,000,000 during any one **Period of Insurance**
  - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Liability stated in the **Schedule**
  - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
  - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order

# Section 4: Employers' Liability

*continued*

- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

## Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £500
- (b) any **Employee** £250

## Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Liability stated in the **Schedule**.

## Health and Safety at Work etc. Act 1974

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

## Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) the owner of plant hired by **You** but only to the extent of the conditions of hire
- (f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Liability stated in the **Schedule**.

## Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgment from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgment remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

- (a) the **Bodily Injury**:
  - (i) is caused during the **Period of Insurance**
  - (ii) arises out of and in the course of employment in the **Business**
- (b) there is no appeal outstanding
- (c) if a payment is made the **Employee** or their personal representative will assign the judgment to **Us**.

# Section 4: Employers' Liability

*continued*

## Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

### Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

### Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Liability or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

### Our Right of Recovery

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

## Exclusions

The following exclusions apply to this section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of the ownership possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel.
3. Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

# Section 5: Property Owners' Liability

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Death, injury, illness, disease or shock.

### Compensation

Damages including interest.

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Financial Loss

A pecuniary loss suffered by any tenant of **Yours** and not caused by **Bodily Injury** or **Damage** to material property.

### Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above

### Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

## Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation**
- and
2. **Costs and Expenses**
- in respect of:
- (a) accidental **Bodily Injury** to any person
  - (b) accidental **Damage** to material property
  - (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
  - (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the **Business**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work.

## Limit of Liability

**Our** liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Liability stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

## Extensions

The following Extensions apply to this Section.

### Contingent Motor Liability

Section Exclusion 2(c) shall not apply to liability arising out of the use of any vehicle in the course of the **Business** anywhere within the **Territorial Limits** provided **We** will not be liable for:

- (a) **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle

# Section 5: Property Owners' Liability

*continued*

- (c) in respect of liability more specifically insured under any other insurance.

## Corporate Manslaughter and Corporate Homicide Act 2007

**We** will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
  - (i) **Our** liability will not exceed £1,000,000 during any one **Period of Insurance**
  - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Liability stated in the **Schedule**
  - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
  - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

## Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £500
- (b) any **Employee** £250

## Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Liability stated in the **Schedule**.

## Data Protection Act 1998

**We** will indemnify **You** in respect of legal liability under Section 13 of the Data Protection Act 1998 in connection with personal data (as defined in the Act) held by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

*For Policies effective from 25th May 2018 the Data Protection Act 1998 Extension is replaced by the following Extension*

## General Data Protection Regulations

**We** will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

**Our** liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of costs and expenses.

## Defective Premises Act 1972

**We** will indemnify **You** in respect of liability incurred by **You** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

# Section 5: Property Owners' Liability

*continued*

**We** will not be liable:

- (a) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- (b) in respect of liability more specifically insured under any other insurance.

## Financial Loss

**We** will indemnify **You** in respect of liability for **Financial Loss** as a direct result of **Your** failure to provide any Property or service in connection with Property Insured under Section 1: Property Damage of this policy.

This indemnity only applies to claims first made against **You** during the **Period of Insurance** or within 30 days of its expiry.

**We** will not be liable for:

- (a) liability for circumstances known to **You** or any occurrence happening before the inception date of this policy
- (b) any act of fraud or dishonesty or insolvency, financial default, conspiracy, conversion, deceit, intimidation or inducement of breach of contract or injurious falsehood
- (c) liability arising out of or in connection with the passing off of any intellectual property rights
- (d) libel, slander or defamation
- (e) liability under the Data Protection Act 1998 or any subsequent amending legislation
- (f) any costs of or the reduction in value of any property or work carried out by **You** or on **Your** behalf
- (g) the failure or partial failure of any managing agent to fulfil their obligations under any contract
- (h) any consequence whatsoever directly or indirectly caused by or contributed to or arising from
  - (i) the presence
  - (ii) the release
 of **Asbestos** including any product containing **Asbestos**.
- (i) the first £1,000 or 10%, whichever is the greater, of the total value of **Your** claim

Provided that **Our** liability in respect of all claims made against **You** during any one **Period of Insurance** including **Costs and Expenses** shall not exceed £50,000.

## Health and Safety at Work etc. Act 1974

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the

Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy

## Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) the owner of plant hired by **You** but only to the extent of the conditions of hire any legal representative of any of the above in the event of their death for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:
  - (i) any person is not entitled to be paid under any other insurance
  - (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
  - (iii) **We** will retain the sole conduct and control of any claim
  - (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Liability stated in the **Schedule**.

## Legionellosis

**We** will indemnify **You** for claims made during the **Period of Insurance** or within 30 days after the expiry of the **Period of Insurance** arising from the discharge, release or escape of Legionella bacteria from water tanks, water systems, air conditioning plants or cooling towers at the **Premises** provided that:

- (a) the total amount **We** will pay in the aggregate for any one occurrence or series of occurrences will not exceed £1,000,000

# Section 5: Property Owners' Liability

*continued*

- (b) all amounts payable under this Extension will form part of and not be in addition to the Limit of Liability stated in the **Schedule**

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

- (a) comply with the requirements of the Health and Safety Commission Approved Code of Practice "The Prevention and Control of Legionellosis" (including Legionnaires Disease) or any supplementary, replacement or amending Code of Practice
- (b) keep records evidencing compliance for our inspection or produce copies of such records immediately on request.

## Libel and Slander

**We** will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

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

## Obstructing Vehicles

**We** will indemnify **You** for liability **You** become legally liable to pay for the movement by **You** or any **Employee** of any motor vehicle which causes an obstruction to the extent of carrying out the **Business** provided that such movement will be limited to the shortest period necessary.

**We** will not be liable for:

- (a) **Damage** to any motor vehicle or to goods being carried
- (b) liability arising outside the **Territorial Limits**
- (c) any claim for **Bodily Injury** or **Damage** in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation.

## Overseas Personal Liability

**We** will indemnify **You** or at **Your** request any director or partner or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply:

- (a) ownership or occupation of land and Buildings
- (b) in respect of liability more specifically insured under any other insurance.

## Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

## Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Liability or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

## Exclusions

The following exclusions apply to this section in addition to the General Exclusions at the front of this policy.

**We** will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. **Bodily Injury** or **Damage** arising from the ownership possession or use by **You** or on **Your** behalf of:
  - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
  - (b) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
  - (c) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under the Contingent Motor Liability Extension of this Section
3. **Damage** to property owned by or leased, hired or rented to **You** other than:
  - (a) personal effects including motor vehicles and their contents belonging to any director partner **Employee** guest or visitor of **Yours**

# Section 5: Property Owners' Liability

*continued*

- (b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
  - (c) premises (including its fixtures and fittings) leased hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement
4. a contract unless legal liability would have attached to **You** in the absence of such contract
  5. **Products** other than:
    - (a) food or beverages for consumption on the **Premises** by **Your** directors, partners, **Employees** or visitors
    - (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
  6. **Damage to Products** or the cost of making good or recalling such Products or the cost of rectifying defective work
  7. **Damage** to property which **You** or any of **Your Employees** are or have been working on
  8. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  9. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
  10. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
    - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place

- (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in the **Schedule**
11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
  12. (a) exposure to
    - (b) inhalation of
    - (c) fears of the consequences of exposure to or inhalation of
    - (d) 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** including any products containing **Asbestos**.
  13. the **Excess** stated in the **Schedule**.

# Section 6: Terrorism

Your Schedule will show if this Section is operative.

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

### Act of Terrorism

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

### Computer Systems

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

### Consequential Loss

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

### Damage

Loss or destruction of or damage.

### Data

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

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**.

The date and time that any such period of 72 hours shall commence shall be set by **Us**.

### Hacking

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

### Nuclear Installation

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

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

### Nuclear Reactor

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

### Phishing

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

### Territorial Limits

England and Wales and Scotland 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.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **Damage**, interfere with, adversely affect, infiltrate or monitor as above.

# Section 6: Terrorism

*continued*

## Cover

We will pay for **Damage** to property within the **Territorial Limits** or **Consequential Loss** arising from an **Act of Terrorism**.

Cover is applicable to the following Sections when shown within **Your Schedule**: Section 1: Property Damage and Section 2: Loss of Rent.

## Basis of Settlement

The most **We** will pay for any one **Event** and in total in any one **Period of Insurance** will not exceed:

- (a) the total sum insured, or
- (b) for each item its individual sum insured, or
- (c) any other limit of liability

whichever is the less as stated within the applicable Sections shown in the Terrorism Section of **Your Schedule**.

## Maximum Period

The **Period of Insurance** provided by this Section shall be to a maximum of 12 months from the Effective Date or Renewal Date of this policy.

Any subsequent period of cover of 12 months, or part thereof, provided by this Section shall be deemed to constitute a separate **Period of Insurance**, provided that:

- (a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this policy, and
- (b) the renewal premium due in respect of this Section has been paid by **You** and received by **Us**.

## Conditions

It is agreed that:

- (a) in any action, suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** is not covered by this policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon **You**
- (b) any long term agreement in place is not applicable to **Terrorism**
- (c) this Section is:
  - (i) not subject to any of the Exclusions specified elsewhere in this policy other than those stated in the Exclusions below
  - (ii) subject to all the other terms, limits of liability, definitions, provisos and conditions of this policy (including but not limited to any **Excess** or deductible to be borne by **You**) except as expressly varied hereby.

## Exclusions

This Section does not cover **Damage** or **Consequential Loss** directly or indirectly:

1. caused by or contributed to by or arising from or occasioned by or resulting from 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. caused by contributed to by or arising from or occasioned by or resulting from:
  - (a) **Damage** to any **Computer System** or
  - (b) any alteration, modification, distortion, erasure or corruption of **Data** in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

This Exclusion shall not apply in respect of:

- (i) **Damage** which itself results directly (or, solely as regards to (ii) (c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, **Damage** to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- (ii) comprises:
  - (a) the cost of reinstatement, replacement or repair in respect of **Damage to Your** Property; or
  - (b) **Consequential Loss** as a direct result of **Damage to Your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **Premises** by reason of an **Act of Terrorism** causing **Damage** to other Property within one mile of the **Premises** to which access is affected; or

# Section 6: Terrorism

*continued*

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

and

- (iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Exclusion shall exclude:

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

Notwithstanding the exclusion of **Data** We will pay **Consequential Loss**:

- (a) directly resulting from **Damage** to Property to the extent that such **Damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **Data**
- (b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be covered by this Section.

3. In respect of:

- (a) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor
- (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes

Other than:

- (i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
- (ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20 %
- (c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy
- (d) bankers blanket bonds
- (e) any other type of property which is specifically excluded elsewhere in this policy.

# Section 7: Legal Expenses

**Your Schedule will show if this Section is operative.**

The insurance provided under this Section is administered by MSL Legal Expenses Limited and underwritten by Financial & Legal Insurance Company Limited. For the purposes of this Section only this insurance is a contract between **You** and MSL Legal Expenses Limited.

This Section is on a claims made basis which means that for there to be a valid claim under this Section, claims must be reported to **Us** during the **Period of Insurance**.

**We** will, subject to the terms and conditions provide **You** with the insurance set out in this Section in respect of claims reported during the **Period of Insurance** shown in the **Schedule** and for any subsequent period for which **We** may accept a renewal premium.

If an **Insured Person** wishes to discuss a problem which may lead to a claim, please ring **Our** dedicated Legal Advice Helpline service on **0161 603 2203**. **We** will initially deal with a potential claim through the Legal Advice Helpline service and, where necessary, **We** will appoint a lawyer or other suitably qualified person to handle the claim.

Claims should immediately be reported to Financial and Legal Insurance Company by:

Telephone: **0161 603 2203**

Email: [nonmotorclaims@financialandlegal.co.uk](mailto:nonmotorclaims@financialandlegal.co.uk)

Post: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Once details have been received by **Us** and **We** have accepted the claim an **Appointed Representative** will be appointed by **Us** to handle the claim.

## Law Assistance

As a benefit of this Section of the Covéa Insurance Property Owners policy **You** now have access to Law Assistance even if the Legal Expenses section was not chosen.

The service provides access to an extensive range of legal documents, as well as a comprehensive jargon-free guide to business and employment law.

Law Assistance has been designed to meet business needs, allowing unlimited access to interactive legal documents. **You** will also have access to an online law guide to help **You** deal with a range of legal issues.

To access this site please go to: [www.lawassistance.co.uk/msl](http://www.lawassistance.co.uk/msl)

## Law Assistance: Registration Info

**You** will need to register **Your** account:

1. Click on Register
2. Enter **Your** voucher code shown in **Your** policy **Schedule** and click Validate voucher
3. Complete the registration details and keep a note of **Your** user name and password

**You** will only need to complete this process once. Once registered **You** will be able to access the site by entering **Your** username and password details in the boxes provided for existing users.

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Appointed Representative

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person** in accordance with **Our** standard terms of appointment.

### Affordability Test

means the **Tenant's** gross annual salary and/or **Other Income Source** must be equal to or higher than 30 times the monthly rent. If a guarantor is required, the guarantor's annual salary or **Other Income Source** must be equal to or higher than 50 times the monthly rent.

### Aspect Enquiry

means an 'Aspect Enquiry' by HM Revenue and Customs into **Your** tax affairs. You can view an 'Aspect Enquiry' on the HMRC website.

### Basic Award

means the award of an employment tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

## Buildings

### Commercial Properties

means the **Buildings** and land owned by **You** or for which **You** are legally responsible from which **Your** business operates from.

### Residential Properties

means the **Buildings** and land owned by **You** for which **You** are legally responsible for.

# Section 7: Legal Expenses

*continued*

## Business

*Commercial Properties*

means **Your** business as described in the **Schedule**

*Residential Properties*

means **Your** privately owned properties as described in the **Schedule**.

## Compensatory Award

means the award of an employment tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.

## Costs and Expenses

means all necessary and reasonable

- (a) Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
- (b) Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

## Employee

means any person under a contract of service with **You** in connection with the **Business**. This includes any

- (a) Trainee under **Your** control in connection with a government approved training scheme.
- (b) Ex-employee or prospective employee.

## Full Enquiry

means a 'Full Enquiry' by HM Revenue and Customs into **Your** tax Returns. **You** can view a 'Full Enquiry' on the HMRC website.

## Insured Person

means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Section.

## Insured Property

means the address of the property or land shown in the **Schedule**, provided that the property or land is situated in the United Kingdom, the Isle of Man or the Channel Islands.

## Legal Proceedings

means a legal remedy for compensation, eviction, specific performance, declaration or an injunction.

## Other Income Source

means income derived from investments, pensions or a private trust fund.

## Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** successfully recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

## Tenancy Check Requirement

means that for there to be a valid claim under this Section, it is a requirement that, prior to the commencement of any tenancy agreement relating to an **Insured Property**, **You** must obtain for each **Tenant** and guarantor where applicable:

*Commercial Properties;*

- (a) A satisfactory credit reference check from a licensed credit firm or from a licensed credit referencing agency, or
- (b) Two satisfactory references have been obtained from the **Tenant's** bank, accountant or trading supplier.

*Residential Properties;*

- (a) A satisfactory credit reference check to include the Enforcement of Judgements office, County Court Judgements and bankruptcy against the **Tenant** or guarantor from a licensed credit referencing agency or from a licensed credit firm.
- (b) Where the **Tenant** or guarantor is employed, a reference from their employer confirming their gross annual salary and that the position is both current and permanent.
- (c) Where the **Tenant** or guarantor is self-employed, or they derive their income from an **Other Income Source**, a letter from their accountant confirming their gross annual income for the preceding 12 months.
- (d) In all circumstances, the **Tenant's** or guarantor's salary or **Other Income Source** must meet all the requirements of the **Affordability Test**.
- (e) Where the tenant has let previously, a reference from the former landlord or landlord's agent must be obtained confirming that there are no rent arrears or incidents of neglect at the property.
- (f) Photographic identification of the **Tenant**; and
- (g) A further form of identification of the **Tenant**, for example a payslip, current utility bill or bank statement.

# Section 7: Legal Expenses

*continued*

## Tenant

*Commercial Properties*

means any firm or person(s) who occupy the **Insured Property** under a lease for an initial term of less than 5 years with **You**.

*Residential Properties*

means any person(s) who occupy the **Insured Property** under a tenancy agreement with **You**.

## We/Us/Our

means Financial and Legal Insurance Company.

## You/Your

means the **Policyholder** shown in the **Schedule** attached to this policy.

## What is Insured

**We** will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Section, provide the insurance in relation to the Insured Incidents set out below.

Provided that:

- (a) The event arises in connection with the **Business**.
- (b) **Reasonable Prospects** exist for the duration of the claim.
- (c) The claim is reported to **Us**
  - (i) during the **Period of Insurance**, and
  - (ii) immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim.
- (d) The **Insured Person** has followed the advice provided to the **Insured Person** by **Our** Legal Advice Helpline service.
- (e) The **Insured Person** seeks and continues to follow all advice from **Our** Legal Advice Helpline service.
- (f) During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** has kept **Us** up to date with all developments and has followed and continues to follow the advice from **Our** Legal Advice Helpline service.

**We** will not pay:

- 1. In respect of any one claim and in total in any one **Period of Insurance** more than the Limit of Liability and the aggregate amount shown in the **Schedule**.
- 2. The amount of any **Excess** shown in the **Schedule**.

## Insured Incidents

### 1. Employment Disputes

**We** will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee's** contract of service which will be dealt with in an Employment Tribunal under employment legislation, provided that the **Insured Person** seeks and continues to follow **Our** Legal Advice Helpline service advice as to the steps to be taken in the following situations:

- (a) Before taking any disciplinary action or commencing a disciplinary procedure.
- (b) Before dismissing an **Employee**.
- (c) Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
- (d) Before starting any redundancy process or making an **Employee** redundant.
- (e) Before seeking to make a material change to an **Employee's** contract, which is likely to have a negative impact upon that **Employee**.
- (f) Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee**.

**We** will not pay for any claim relating to or resulting from:

- 1. A grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this Section.
- 2. Disciplinary hearings or internal grievance procedures.
- 3. The costs of any disputes relating to a settlement agreement.
- 4. Any dispute relating to a shareholding, partnership or directors contract.
- 5. The Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- 6. Unpaid wages and commission or deduction from wages or commission.
- 7. Benefits due under a contract of employment.
- 8. A payment relating to redundancy.

### 2. Employment Compensation Awards

**We** will pay a **Basic Award** and/or **Compensatory Award**, which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute provided that the **Basic Award** or **Compensatory Award** follows a claim, which **We** have accepted under Insured Incident 1. Employment Disputes of this Section.

# Section 7: Legal Expenses

*continued*

**We** will not pay for any claim relating to or resulting from a grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this Section.

### 3. Health & Safety Appeals

**We** will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work etc Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety legislation **You** act with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

**We** will not pay for any claim relating to or resulting from:

1. Assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
2. Any offence relating to the Proceeds of Crime Act 2002.

### 4. Legal Defence

**We** will pay the **Costs and Expenses** in relation to defending:

- (a) A prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods legislation.
- (b) A civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.

**We** will not pay for any claim relating to or resulting from a road traffic offence.

### 5. Contract Disputes and Debt Recovery

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services provided that the amount in dispute is more than £5,000 including VAT

**We** will not pay for any claim relating to or resulting from:

1. Any claim relating to a lease or licence of any land or buildings.
2. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
3. Any claim relating to the settlement payable or the cover provided under an insurance policy.

4. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
5. A contract of employment.
6. Arbitration arising out of an arbitration clause in any contract.
7. Computer goods, systems or services.
8. A breach or alleged breach of professional duty by an **Insured Person**.
9. The monetary cost of putting right any damage caused or an alteration occasioned by a **Tenant**.

### 6. Property Disputes

**We** will pay the **Costs and Expenses** for the pursuit of **Legal Proceedings** relating to:

- (a) An event which causes or could cause physical damage to the **Insured Property**.
- (b) Any unlawful interference of **Your** use or enjoyment or right of the **Insured Property**.

Provided that the amount in dispute is more than £250.

**We** will not pay for any claim relating to or resulting from:

1. Rent, service and maintenance charges or renewal of a tenancy agreement.
2. A planning application.
3. Work done by any government or local authority unless the claim is for accidental physical damage to the **Insured Property**.
4. Subsidence, heave, landslip, mining or quarrying.

### 7. Breach of Environmental Obligations

**We** will pay the **Costs and Expenses** for the defence of **Legal Proceedings** brought by a local authority against **You** following a breach of **Your** environmental obligations relating to recycling and disposal of business waste.

### 8. Energy Performance of Buildings Directive 2002

**We** will pay the **Costs and Expenses** for the defence of **Legal Proceedings** arising from a breach of the Energy Performance of Buildings Directive.

### 9. Data Protection

**We** will pay the **Costs and Expenses** in relation to:

- (a) The defence of **Legal Proceedings** brought against **You** under the Data Protection Act 1998, General Data Protection Regulation (and any subsequent legislation governing the control of data) including an appeal by **You** against a refusal of an application for registration or alteration of registered

# Section 7: Legal Expenses

*continued*

particulars or an appeal against enforcement deregistration or transfer prohibition notice.

- (b) The defence of **Legal Proceedings** brought against **You** for compensation by reason of any contravention by **Your** data controller of any of the statutory or regulatory requirements governing the control of data.
- (c) Appealing against the refusal of the Information Commissioner to register **Your** application;
- (d) An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

Provided that **You** have registered with the Information Commissioner's Office.

## 10. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work to attend any court or tribunal hearing, or as a defendant of an accepted claim under this Section.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay any costs incurred before **You** make a claim without **Our** consent.

## 11. Tax Protection

**We** will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to:

- (a) A **Full Enquiry** or **Aspect Enquiry**.
- (b) An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- (c) An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that:

- (i) **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
- (ii) All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

**We** will not pay for any claim relating to or resulting from:

1. **Your** failure to register for VAT.
2. Any claim relating to alleged dishonesty or an alleged criminal offence.
3. Any claim arising from a tax avoidance scheme.

## 12. Licence Protection

**We** will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

**We** will not pay for any claim relating to or resulting from an original application or application for renewal.

## 13. Personal Injury

**We** will, pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**. Provided that the claim is the result of a sudden and specific incident.

**We** will not pay for any claim relating to or resulting from:

1. Any claim which develops gradually unless it is the result of a sudden and specific incident.
2. Any claim arising from actual or alleged clinical, medical or dental negligence.

## 14. Rent Recovery

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** for undisputed and unpaid rent, which is due under the terms of the lease between **You** and the **Tenant**.

Provided that:

- (a) The amount in dispute exceeds £500 or one month's rent, whichever is the greater.
- (b) All **Your** normal credit control procedures have been exhausted and **You** have made reasonable efforts to recover the unpaid rent.

## 15. Tenant Eviction

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of obtaining vacant possession from the **Tenant** of the **Insured Property** at the expiry of the lease, or following a breach of the lease by the **Tenant**.

Provided that all appropriate statutory and contractual notices have been served correctly by **You** to the **Tenant**.

## 16. Property Damage

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of damage resulting from the **Tenant** failing to return the **Insured Property** in the condition specified in the lease.

Provided that:

- (a) The amount in dispute is more than the deposit paid by the **Tenant** at the commencement of the tenancy agreement or one month's rent, whichever is the greater.

# Section 7: Legal Expenses

*continued*

- (b) An inventory of the **Insured Property** has been obtained and agreed by both parties prior to the commencement of the tenancy.

We will not pay for any claim relating to or resulting from depreciation and wear and tear.

## 17. Property Legal Defence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any prosecution in a criminal court arising from the letting of the **Insured Property**.

## 18. Property and Squatter Protection

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of an **Insured Property** arising from:

- (a) A nuisance or trespass
- (b) An unauthorised occupation
- (c) Damage caused to the **Insured Property** by a third party.

Provided that the amount in dispute is more than £500 in relation to any damage.

## What is NOT Insured

The following are not insured by this Section.

### 1. Prior Claims

Any claim or incident which may lead to a claim which the **Insured Person** knew about or ought reasonably to have known about before the start of this Section.

### 2. Common Law Tenancy Agreements

Any claim relating to a Common Law Tenancy Agreement

### 3. Costs and Expenses which We do not authorise

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

### 4. Previous Trade, Business, Occupation or Profession

Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.

### 5. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

## 6. Non-Business Related Claims

Any claim not in connection with the **Business**, including but not limited to where a contract has been entered into as a private individual or defence is required for a private matter.

## 7. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim:

- (a) Involving actual or alleged dishonesty, violence.
- (b) Or statement which is overstated, false or fraudulent.
- (c) Involving an alleged, deliberate or intentional act.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

## 8. Judicial Review, Mediation and Arbitration, Marital and Family, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from:

- (a) A judicial review.
- (b) Mediation and arbitration.
- (c) Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- (d) Libel or slander.
- (e) Any share option or pension scheme or policy.
- (f) Any device failing to recognise, interpret or process any date as its true calendar date.
- (g) Any dispute arising between the **Insured Person** and any agent or mortgage lender.

## 9. Bankruptcy, Liquidation or Receivership

Any claim where **You** are bankrupt, in liquidation, have made an arrangement with **Your** creditors, have entered into a Deed of Arrangement or part or all of **Your** affairs or property are in the care or control of a receiver or an administrator.

## 10. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

# Section 7: Legal Expenses

*continued*

## 11. Fines and Penalties

For fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority.

## 12. Disputes with Us, Coveá Insurance

- (a) Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL Group of companies.
- (b) Any claim against Coveá Insurance.
- (c) Any dispute between an Insured Person and any domestic partner or family members permanently living with an Insured Person.

## 13. Territorial Limits

Any claim:

- (a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man.
- (b) Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man.

## 14. Notices

Any claim where a notice has been served bringing the lease for the **Insured Property** to an end by either **You** or the **Tenant** before the inception of the Section.

## 15. Sub Lease

Any dispute with a party who holds a sub lease in respect of the **Insured Property**.

## 16. Letting Agent or Managing Agents

Any dispute with a letting agent or managing agent relating to the **Insured Property**.

## 3. Acceptance of Claim

On receipt of the claim it will be assessed and dealt with by **Our** in-house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to claim. **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

## 4. Conduct of the Claim

- (a) **We** will be entitled:
  - (i) To have direct contact with the **Appointed Representative**.
  - (ii) To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
  - (iii) To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.
- (b) What the **Insured Person** must do:
  - (i) Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
  - (ii) Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
  - (iii) Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Section.
  - (iv) Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
  - (v) Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.

## Claims Settlement Provisions

### 1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

### 2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

# Section 7: Legal Expenses

*continued*

(c) What the **Insured Person** must not do:

- (i) Under no circumstances must the **Insured Person** accept or reject an offer to settle a claim without **Our** consent or the consent of the **Appointed Representative**.
- (ii) Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative**.
- (iii) Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative** without **Our** consent.
- (iv) Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- (v) Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (b) and (c) above.

## 5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

## 6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

## 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim. If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national law society to choose a suitable qualified lawyer. Where the **Insured Person** is entitled to choose their own lawyer or other suitably qualified person, the most **We** will pay is the amount **We** would have paid to **Our** own lawyer or suitably qualified person.

## Conditions

### 1. Observance of Terms

Anyone making a claim under this Section must have **Your** permission and observe the terms under this Section.

### 2. Cancellation

**You** may cancel this Section within 14 days of its inception without any premium charge provided that there have been no claims. If a claim has been reported, no refund of premium will be granted. Thereafter **You** may cancel this Section at any time and **You** will be entitled to a return premium for the exact number of days left on the policy provided that there have been no claims reported. If a claim has been reported no return premium will be granted. If **You** cancel the Legal Expenses Insurance Section **You** must contact **Your** broker.

**We** may cancel this Section at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any claim under the Legal Expenses Insurance Section.

Where **We** cancel this Section **We** will provide a return premium for the exact number of days left on the policy provided that there have been no claims reported. If **We** cancel this Section **We** will write to **You** at **Your** address shown in **Our** records.

### 3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

### 4. New Rules

If during the **Period of Insurance**, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Section to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Section notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

# Section 7: Legal Expenses

*continued*

## 5. Assignment

This Section between and binding upon **Us** and **You** and **Your** respective successors in title, but this Section may not otherwise be assigned by **You** without **Our** prior written consent.

## 6. Third Party Rights

Unless expressly stated in this Section, nothing in this Section will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

## 7. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this Section, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

## 8. Recoveries

**We** reserve the right, at **Our** own expense, to take proceedings in the name of the **Insured Person** to recover any payment made under this Section. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Section such **Costs and Expenses** must be immediately repaid to **Us**.

## 9. Governing Law

This Section is subject to the law applicable to where **Your Business** operates from in the United Kingdom, the Isle of Man or the Channel Islands.

## 10. Consent

**You** must agree to **Us** having access to the **Appointed Representative's** file relating to **Your** claim. **You** will be considered to have provided consent to **Us** or **Our** appointed agent to access **Your** file for auditing, quality and cost control purposes.

**Please read this Section of your policy document carefully and keep it in a safe place**

The insurance provided by this Section is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202915. Registered in England under Company number 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857.

MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under number 311676.

## 11. Data Protection

**We** take **Your** privacy seriously. How **We** use and look after the personal information **You** give **Us** is set out below.

Information may be used by **Us**, **Our** employees, Covea Insurance PLC, agents and service providers for the purposes of insurance administration, underwriting, claims handling, or for statistical purposes.

**We** have determined that **We** have a lawful basis for processing **Your** personal data. The basis is that it is necessary for **Us** to enable the performance of the insurance contract to process **Your** personal information to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

**We** will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies
- Fraud and crime prevention agencies, including the police
- Other suppliers carrying out a service on **Our**, or **Your** behalf
- Covea Insurance PLC, together with any associated company, their business partners and agents.

**You** can request to see what data **We** hold on **You**, there is no charge for this service.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Under this section **We/Us/Our** includes the underwriter Financial & Legal Insurance Company Limited.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.



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[www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)



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