Lansdown Insurance Brokers

Lansdown House, Pittville Circus Road,
Cheltenham, Gloucestershire, GL52 2QE

T: 01242 524498

E: enquiries@lansdowninsurance.com

www.lansdowninsurance.com

Mr V Masi
The Hobbit House
Forest Road
Newport
Isle of Wight
PO30 5LY

06 August 2025
Please Quote Ref: DUDL04

Dear Mr V Masi

Buildings Insurance - Dudley House (Wootton Bassett) Management Co Ltd
Ecclesiastical Policy No - ECFLA 09013

Your insurance policy falls due for renewal on 01 September 2025 and we invite you to renew your policy for a further twelve months through Lansdown Insurance Brokers. Our renewal invitation and documents for the coming year are enclosed - please check them carefully to ensure that the cover meets your requirements.

Your Policy Wording can be found at https://www.lansdowninsurance.com/blocks-of-flats-insurance/

Ecclesiastical are increasing the General Excess to £250 with effect from renewal.

Having researched the market on your behalf, I have no hesitation in recommending renewal with your present Insurers who provide excellent cover at a competitive premium with a first class claims service.

If the policy is to renew you need take no further action as the premium is payable by Direct Debit and your notice of payments are included.

Please note any direct debits commencing from the 01/05/2023 will incur the direct debit interest rate of 7% (APR 14.6%), the 5% interest (APR 11.3%) is until the 30/04/2023 only.

I would like to draw your attention to the Felt Roof condition added to the schedule which applies should the property(s) have any element of felt on timber roofing.

Reminder
If you receive a request via email from SEIB to make a change to any of your account details and/or to transfer any funds, you **must not** respond to the email and **must** contact us immediately.

If you have any questions or you require help at any time, please do not hesitate to contact me or one of my colleagues who will be delighted to be of assistance:

Email: flats@lansdowninsurance.com
Freephone: 0800 652 2638

I look forward to receiving your kind instructions on or before the due date.

Yours sincerely

Alex Whaley
Junior Account Executive
awhaley@lansdowninsurance.com

Independent Claims Management Service Now Available – Please Contact us for details.

Premium Increases

The property sector is seeing some significant premium increases and these are likely to continue for some time to come.
As you will observe from our renewal invitation your premium has increased from last year and this being the purpose of us writing to help explain the reasons why.

The premium increase is mainly attributed to the following **two** factors:

- **Rating Increase**
  In this current climate we are seeing all insurers looking to increase their premiums, this also is attributed to a few factors but mainly due to the hardening of the insurance market, an increase in the number and severity of claims generally being made together with a rise in reinsurance costs.

- **Index Linking**
  Your Declared Value has been increased by the percentage highlighted in the renewal invitation, this figure has reduced significantly over the last few months and this has been reflected in the terms offered.

We are an Insurance Broker and are not bound by any one insurer. We value your loyalty & custom and will constantly review the market to ensure we are offering you a comprehensive policy at a competitive price.

I hope this will help explain matters, although we are always on hand to discuss any questions or concerns.

We are committed to ensuring our customers get the right help when they need it. If there are any specific circumstances or requirements that you think we should know about, such as a disability, financial hardship, bereavement – or anything else, then please let us know.

Insurance Act
Where we arrange insurance wholly or mainly for purposes related to your property, trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. This means that you must disclose every material circumstance which you and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

The nature and basis of remuneration we receive for this policy is, when we sell you this policy we charge you a fee as agreed with you, the insurer pays us a percentage commission from the total premium, in addition if the type of policy we sell reaches a specific profit against a target the insurer also pays us a bonus.

Renewal Invitation

Ecclesiastical Buildings Insurance – Policy No: ECFLA 09013

Name of Insured:	Dudley House (Wootton Bassett) Management Co Ltd
Risk Address:	Dudley House 28 High Street Wootton Bassett Swindon, Wiltshire SN4 7AF
Renewal Date:	01 September 2025
Type of Property:	Residential Flats
Construction:	Converted
Age of Building:	1730
Number of Flats:	4

Buildings Premium	£1,952.29
Insurance Premium Tax	£234.27
Total Premium	**£2,186.56**

The premium is based on the following Sums Insured/Limits which have been index linked by 3.8% where applicable:

Buildings – Declared Value	£966,949
Buildings – Sum Insured *(includes an automatic uplift to cover inflationary increases following a claim)*	£1,289,233
Communal Contents	£25,000
Alternative Accommodation/Loss of Rent	£429,744
General Excess	£250
Escape of Water Excess	£500
Subsidence Excess	£1,000

Additional information:
Terrorism Insurance: Not available through your building insurer for policies in the name of individuals who reside at the property, alternative arrangements can be made, please talk to us.

Advance notice of payments:
As you are already paying by direct debit your renewal will automatically be paid by this method unless you ask us to cancel this or pay by other means. The total amount payment of £2,326.86 includes interest of £140.30 at 7% (14.6% APR). The first instalment of £182.19 is payable on or just after 01/09/2025 followed by 11 instalments of £194.97 at monthly intervals. *Please note that in the event of a claim any outstanding premium becomes payable in full upon demand.*

For your reference, the collections will be made using this reference –
Service User Number 442557
Reference: DUDL04FT01

Optional Covers Available

- **NEW: Claims Management Service - £156.00**
- Terrorism Insurance
- Desktop Valuation Service Available - **£189.00**
- Lift Inspection/Insurance
- Contents of individual flats
- Directors & Officers Liability Insurance

Please contact us on 0800 6522638 or alternatively please visit our website at
www.lansdowninsurance.com

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Lansdown Insurance Brokers, a trading name of SEIB Insurance Brokers Ltd ("**we**", "**us**" "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and will refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

We may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention
We need to carry out fraud, and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange, and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information
For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at https://www.lansdowninsurance.com/privacy-policy/ or contact our Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on **01708 850000** or email dataprotection@seib.co.uk.

Important Information

Proposal Form (Statement of Fact)
The Statement of Fact is included with your documents, it is essential that all the information contained in this document is accurate. Please read it carefully and let us know immediately if there are any inaccuracies - failure to rectify a mistake could result in claims not being paid.

Clauses & Conditions
Your policy may have Clauses and Conditions Precedent. These are very important terms which you must comply with strictly. Failure to comply may invalidate your cover, even if there is no connection between a breach of these terms and the cause of the loss.

Key Facts
A Summary of the Policy cover is attached.

Documentation
All documents that are issued to you should be carefully checked and understood. Whilst every effort is made to ensure accuracy, certain assumptions may be made by insurance companies and it is important that errors are corrected immediately.

Claim Reporting
All claims should be reported to us or your insurers immediately they become apparent.

Employers Liability
If you have Employers Liability Insurance, all employees should have simple access to view a physical or electronic copy of the Certificate of Employers Liability Insurance.

Employers Liability Tracing Office
ELTO is an independent industry body set up to help employees who have suffered injury or disease at work to identify the relevant insurer quickly and efficiently. In order for this database to provide complete information, anyone who has Employers Liability Insurance is required to provide their Employer PAYE Reference Number (referred to as the ERN) and also details of any Subsidiary Companies.

Under-Insurance
Please carefully review the adequacy of your Sums Insured. In the event of under-insurance average will be applied and claims settlements reduced proportionately. For a Property Valuations please contact us.

Survey
Cover may be subject to the insurer carrying out a survey of your premises. This may result in requirements that will have to be completed within given timescales – failure to comply may result in amended terms, increased premiums or withdrawal of cover.

Subjectivity
The terms offered are based on no claims or incidents being reported between the date of this letter and the renewal date of the policy. If any claims or incidents are reported during this period the insurer reserves the right to amend the terms offered.

Terrorism
Where Terrorism Insurance is purchased it must be effected in respect of all property for which general insurance applies and which is eligible for Terrorism Insurance, whether or not insured by this policy. This is material information to Insurers in the provision of Terrorism Insurance Cover. If this is not the case, you will not be eligible for Terrorism Insurance and cover will not be provided, unless previously agreed exceptions apply, and you must advise us in writing as soon as possible (and, in any event, no later than 14 days from the date of this letter) in order to rectify the situation.
Eligible insurance includes property damage, business interruption, computer and electronic equipment, contract works, engineering plant, money, book debts, specified all risks, works of art, civil engineering, engineering erection all risks, machinery movement, contractors and plant and other plant on an all risks basis and goods in transit as part of a package policy.

Statement of Fact

Policy Number: ECFLA 09013

The information recorded in this document has assisted us in the assessment of risk. You have a duty to present us with a fair presentation of the risks to be insured and must disclose every material circumstance which you know or ought to know about such risks. You do not need to disclose circumstances which reduce the risk or those which the Company already knows or ought to know. Please read the following statement of facts carefully. If any of this is incorrect or you are in any doubt please notify Lansdown as soon as is reasonably possible. Failure to do so may result in the policy being cancelled or terms changed in accordance with the policy conditions. A specimen policy document is available upon request.

The information you have provided

Ecclesiastical has accepted this risk based on the following questions and answers:

1)	Name of Policyholder:	Dudley House (Wootton Bassett) Management Co Ltd
2)	Risk Address:	Dudley House 28 High Street Wootton Bassett Swindon, Wiltshire SN4 7AF
3)	Business Description:	Residential Property
4)	Effective Date:	01 September 2025
5)	Is more than 25% of the property unoccupied?	No
6)	When were the premises built?	1730
7)	Are the walls of the property wholly constructed of brick, stone or concrete?	Yes
8)	Is the roof of the property constructed of slate, tiles or concrete?	No
9)	What percentage of the overall roof is constructed of felt on timber?	10%
10)	Is the property Purpose Built or Converted?	Converted
11)	Number of flats?	4
12)	Number of storeys?	3
13)	Are the floors wooden or concrete?	Wooden
14)	Are kitchen or bathroom facilities shared?	No
15)	Are the premises bedsits or HMO licensed?	No
16)	Is less than 25% of the premises occupied by Students, or DSS/DWP tenants?	Yes
17)	Is less than 40% of the premises occupied as holiday homes, holiday flats or second homes?	Yes
18)	Is any part of the property occupied for business use by a profession other than retail or office?	No

19) Is the premises occupied by local authority, hostel or charitable housing association placements?	No
20) Is the property in a good state of repair, and will it be maintained?	Yes
21) In respect of the risks to be insured, whether at the property to be insured or elsewhere, has any loss, damage, injury or liability arisen in the past 3 years whether insured or not?	No
22) Number of claims submitted during last 3 years?	0
23) Total amount paid in claims over the last 3 years?	£0.00
24) Has the property ever suffered from Subsidence or is there evidence of damage caused by subsidence, heave or landslip?	No
25) Is the property on a site which has suffered from flooding at any time in the past 10 years?	No

26) Have you or any Director or Partner:-

• been convicted of or charged with a criminal offence other than motor offences?	No
• been declared bankrupt and/or are or have been subject to any winding up order, insolvent liquidation or administration or have made any composition or arrangement with creditors?	No
• been a director or partner of a company which has gone into insolvency, liquidation, receivership or administration?	No
• ever been prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection legislation?	No
• been declined, cancelled or refused or had an insurance policy cancelled or special conditions imposed?	No

Where you are required to do so under Health and Safety legislation you must:

- have and will continue to have a nominated person responsible for Health and Safety
- have and will continue to have an induction and ongoing training programme which is reviewed and recorded
- have and will continue to have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify hazards.

If any of the above statements are inaccurate you must contact your Insurance Adviser immediately.

How we will use your data

Your privacy is important to us. We will process your personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which we may hold about you or process is Ecclesiastical Insurance Office plc who you can contact via the Data Protection Officer, at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW or on 0345 6073274 or email compliance@ecclesiastical.com

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and our regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected.

Special categories of data

In order to provide your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependant's health or criminal convictions. As this is 'sensitive personal data' we are required to obtain your consent to process this information. If you do not consent to us processing this information we may be unable to provide your insurance policy or process any claim. You are entitled to withdraw this consent at any time. However, withdrawing your consent may mean we are unable to continue providing your cover meaning your insurance policy may be cancelled. Your policy terms and conditions set out what will happen in the event your policy is cancelled.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.
If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer.

Residential Property Insurance

Renewal Schedule

Policy number: **ECFLA 09013**

Agent: SEIB Insurance Brokers Ltd T/as Lansdown Insurance Brokers

The Insured: **Dudley House (Wootton Bassett) Management Co Ltd**

Annual Premium:	£1,952.29
Insurance Premium Tax:	£234.27
Total Annual Premium:	**£2,186.56**

Effective Date: 01 September 2025 **Effective to:** 31 August 2026

Business Description: Property Owner

The Premises	**Address**	**Postcode**
1	Dudley House 28 High Street Wootton Bassett Swindon, Wiltshire	SN4 7AF

Section 1 Property Damage

Buildings

Property at Premises 1
Sum Insured: £1,289,233
(Declared Value): (£966,949)

Contents of common parts

Property at Premises 1
Sum Insured: £25,000

Landlords Contents

Property at Premises 1
Sum Insured: £0

Insurable Events and EXCESSES applying to Building and Contents of common parts sections
Note: this shows the Insurable Events, which apply, on a general basis. If an individual item has been adjusted to reflect a different extent of cover, for that item only, then this will be shown under the Section Clauses.

Insurable Events	Buildings	Contents of Common parts	EXCESS
Fire	Insured	Insured	£250
Lightning	Insured	Insured	£250
Explosion	Insured	Insured	£250
Smoke	Insured	Insured	£250
Earthquake	Insured	Insured	£250
Storm	Insured	Insured	£250
Flood	Insured	Insured	£250
Subsidence	Insured	Insured	£1,000
Riot	Insured	Insured	£250
Malicious Persons	Insured	Insured	£250
Impact	Insured	Insured	£250
Aircraft	Insured	Insured	£250
Escape of water	Insured	Insured	£500
Escape of oil	Insured	Insured	£250
Theft or attempted theft	Insured	Insured	£250
Falling aerials	Insured	Not Applicable	£250
Falling trees	Insured	Insured	£250
Accidental Damage	Insured	Insured	£250

Section 2 Equipment breakdown — **Not Operative**

Section 3 Rental Income — **Not Operative**

Section 4 Terrorism — **Not Operative**

Section 5 Liabilities

Cover 1 – Employers' Liability — **Operative**
Limit of indemnity — £10,000,000

Cover 2 – Public Liability — **Operative**
Limit of indemnity — £10,000,000
Excess: Third party Property Damage — £250

Section 6 Legal Expenses — **Operative**
Limit of indemnity — £250,000 any one event

Applicable to the policy

SCHSG090924A – Amendment to unoccupied condition
The definition of UNOCCUPIED is restated as follows:
UNOCCUPIED
Means vacant untenanted unfurnished or no longer in active use for a period exceeding 45 consecutive days

CC390 Prevention of Access – non-damage
Applicable to any section of the policy headed
- business interruption
- loss of income
- loss of revenue
- consequential loss
- rental income

Any cover (however titled) provided in respect of prevention denial or hinderance of access to or use of the PREMISES as a result of
-the action of government police emergency services or local authority or
- any other similar cover
not involving damage to property (whether the property of the INSURED or any other party) is deleted
This clause does not apply to more specific extension(s) or parts of extension(s) in respect of
-bomb scare or
-food poisoning defective sanitation vermin or murder or suicide.

Applicable to Property Damage section

Property Damage Extensions

Non-Invalidation
The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of DAMAGE is increased unknown to YOU or beyond YOUR control provided that on becoming aware of this YOU give notice to US as soon as is reasonably possible and pay an additional premium if required.

Other Interests
The interest in the BUILDINGS insured by this section of any mortgagees lessees and freeholders of the property is noted

Property Damage Endorsements

SCHSG090924B – Amendment to Contents of Common Parts definition
The definition of CONTENTS OF COMMON PARTS is restated as follows:
CONTENTS OF COMMON PARTS
means
(i) furniture and furnishings owned by YOU or for which YOU are responsible in those parts of the BUILDINGS to which all tenants have access
(ii) the maintenance and cleaning equipment machinery and tools YOU keep in the BUILDINGS in connection with YOUR BUSINESS
(iii) curios sculptures or works of art up to a limit of £1,500 per item and £5,000 in total for all claims in the PERIOD OF INSURANCE

But excluding
(a) landlord’s fixtures and fittings
(b) money securities coins stamps jewellery watches furs precious metals precious stones or articles made from them computer systems records antiques rare books plans patterns moulds designs or explosives

SCHSG090924C – Amendment to Extension 29 Private residences
Extension 29 Private residences (loss of rent and temporary accommodation) is restated as follows:

If any private dwelling house or private flat (described as such in the schedule) cannot be lived in following DAMAGE insured by this section (or in the case of a private flat if the resident is denied access to it by an INSURED EVENT elsewhere within the BUILDING) WE will pay for
(a) loss of rent (including ground rent and service charges) payable to YOU or
(b) the reasonable and necessary additional costs that YOU
(1) are liable for or
(2) intended to be liable for even if the lease agreement is unclear on this point
(subject to YOUR written confirmation this was YOUR intention)
in respect of the following
(i) residents' temporary accommodation and storage of furniture
(ii) kennel accommodation for the residents' domestic cat(s) and dog(s)
(iii) travelling expenses
until the private dwelling house or private flat is fit to live in again or until access is restored
The most WE will pay under this extension is
(a) 33.3% of the sum insured on the BUILDING in respect of private dwelling houses
(b) 33.3% of the sum produced by dividing the BUILDINGS sum insured by the number of flats in respect of each private flat
for a maximum period of 36 months from the date of DAMAGE

SCHSG090924D - Additional cover for prevention of access
If the use of YOUR PREMISES is prevented or hindered by DAMAGE to neighbouring property and such DAMAGE would form an accepted claim under the Property damage section of this policy if the DAMAGE occurred at YOUR PREMISES
WE will pay for
(a) loss of rent (including ground rent and service charges) payable to YOU or
(b) the reasonable and necessary additional costs that YOU
(1) are liable for or
(2) intended to be liable for even if the lease agreement is unclear on this point (subject to YOUR written confirmation this was YOUR intention)
in respect of the following
(i) residents' temporary accommodation and storage of furniture
(ii) kennel accommodation for the residents' domestic cat(s) and dog(s)
(iii) travelling expenses
until access is restored
WE will pay this for a maximum period of 6 months from the date of the DAMAGE and the most WE will pay is
(a) 20% of the sum insured on the BUILDING in respect of private dwelling houses
(b) 20% of the sum produced by dividing the BUILDINGS sum insured by the number of flats in respect of each private flat
Subject to a total limit of £1,000,000 for all premises insured under this policy during the PERIOD OF INSURANCE

SCHSG090924E – Amendment to Deeds and documents
WE will pay the necessary costs to rewrite YOUR deeds and documents relating to the ownership and/or management of the premises following DAMAGE to the originals occurring at YOUR PREMISES or whilst held for safekeeping by a bank or solicitor.
The most we will pay for any one claim is £500

SCHEG055 Felt Roof Maintenance Condition
If the age of the roof is 10 years or older, or is not known the following condition will apply:
It is a condition precedent to liability in respect of the insurable event of storm that
a) the weatherproofing of felt or flat roofs is inspected every two years by a competent person and any defects rectified immediately at YOUR expense
b) a record of inspections shall be kept and made available to US

Benefact House, 2000, Pioneer Avenue, Gloucester
Business Park, Brockworth, Gloucester, GL3 4AW
Tel 0845 777 3322 Fax 01452 423557
Email information@ecclesiastical.com
www.ecclesiastical.com

Employers' Liability (Compulsory Insurance) Act 1969

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE(a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy number	ECFLA 09013
Name of policy holder	Dudley House (Wootton Bassett) Management Co Ltd
Date of commencement of insurance policy	01 September 2025
Date of expiry of insurance policy	31 August 2026

We hereby certify that subject to paragraph 2

1 the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney **(b)**; and
2 (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**

Signed on behalf of Ecclesiastical Insurance Office plc (Authorised Insurer)

NOTES
a Where the employer is a company to which regulation 3 (2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
b Specify applicable law as provided for in regulation 4 (6) of the Regulations.
c See regulation 3 (1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

IMPORTANT NOTICE
Under the terms of the Employers' Liability (Compulsory Insurance) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

In the event of a claim please contact the Helpline on 0345 603 8381

ecclesiastical

Multi occupancy building insurance

Leaseholder's Certificate of Insurance

Broker	SEIB Insurance Brokers Ltd T/as Lansdown Insurance Brokers
Policy number	ECFLA 09013
Date of issue	06 August 2025
Insured	Dudley House (Wootton Bassett) Management Co Ltd
Period of insurance	01 September 2025 to 31 August 2026
Premises Insured	Dudley House, 28 High Street, Wootton Bassett, Swindon, Wiltshire, SN4 7AF

Items insured	
Buildings sum insured	£322,308
Declared value	£241,737
Contents of common parts	Insured
Equipment breakdown	Insured
Employers' liability	Insured
Public liability	£10,000,000
Legal expenses	Insured
Terrorism	Not Insured

Insurable events (Excesses – the amount you would have to pay towards any claim)

Fire lightning & explosion	(£250)	Storm	(£250)	Theft or attempted theft	(£250)
Aircraft	(£250)	Flood	(£250)	Escape of oil	(£250)
Riot	(£250)	Escape of water	(£500)	Sprinkler leakage	(£250)
Malicious persons	(£250)	Impact	(£250)	Accidental damage	(£250)
Earthquake	(£250)	Falling trees	(£250)	Subsidence	(£1,000)
Subterranean fire	(£250)	Falling aerials	(£250)		

Premium Breakdown	
Premium	£488.07
Insurance Premium Tax (IPT)	£58.57
Total Premium	**£546.64**

This is only a summary of the insurance provided and does not form part of the policy.

Residential Property Insurance Policy Renewal Pack

Changes to your policy

What you need to know:

- **Changes have been made** to your Residential Property Insurance policy. The summary of changes below explains what these are and the reasons for them.
- Your new policy document (PD5039 V1) includes these changes.
- **Continuing to insure with us means you accept these changes**.

What you need to do:

- **Read** the summary of changes and ensure the cover still meets your needs.
- **Keep** these Changes to your policy with your schedule and policy document.
- **Review** the text in **bold** to check if you need to take any action
- **Contact us or your broker** if anything is not correct or you have any questions.

Summary of changes

This table shows the difference in cover between old and new.

Cover	Your old policy	Your new policy (PD5039 V1)
General exclusions		
Territorial exclusion	No specific territorial exclusion.	**We now exclude property within the territories of Belarus, Russia or Ukraine.**
General conditions		
Unoccupied	A property was 'unoccupied' after it had not been in use for more than 60 days, when restrictions in cover were applied.	**A property is 'unoccupied' when it has not been in use for more than 45 days, after which certain restrictions in cover apply. For example, there is no cover for flood, escape of water, malicious persons or accidental damage.** **In addition, it is a requirement to turn off services and drain down, to remove waste and seal letterboxes, keep the premises secure and inspect it at least every 7 days.**
Security	No specific security condition.	Your policy includes a security condition. **However, this will only apply where you are directly in control of the premises, and not when a tenant has responsibility for the premises.**

Cover	Your old policy	Your new policy (PD5039 V1)
Alarms and fire extinguishing appliances	No specific condition for these.	You do not have to have these as standard, but your policy includes details of your responsibilities for maintaining them, should they be in place. **The Intruder and Fire alarm conditions will only apply where you are directly in control of the premises, and not when a tenant has responsibility for the premises.**
Property damage section		
Buildings definition	Wind turbines and solar panels were not mentioned in the buildings definition.	**There are limitations in respect of wind turbines, solar panels and photovoltaic panels. The most we will pay for all claims is £20,000 and they must not exceed generating capacity of 10kW for wind turbines or 50kW for the other items.**
Glass and sanitary fixtures	Glass and sanitary fixtures were insured against accidental damage by a specific extension.	Now glass and sanitary fixtures are part of the buildings definition and your policy includes the Accidental damage insured event. **However, there are new exclusions for scratching or chipping of glass, and for glass breakage during building works.**
Contents of common parts	Within the policy wording for contents of common parts there is a sub-limit of £1,500 for any one picture, curio or work of art.	**The cover is maintained but also applies a maximum limit for all pictures, curios or works of art of £5,000 in any one period of insurance.**
Insurable events		
Aircraft		**Cover now excludes damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.**
Riot		**New exclusions apply, including the exclusion of cover from unoccupied buildings.**
Malicious persons		**New exclusions apply, including the exclusion of damage by theft or attempted theft to moveable property in the open, unless otherwise provided by the property in the open extension.**
Storm		**Cover is excluded for damage to inflateable structures unless as a result of falling trees.**

Cover	Your old policy	Your new policy (PD5039 V1)
Flood		**Damage is excluded for any building that is unoccupied.**
Falling trees	We excluded damage to fences, hedges and gates as a result of falling trees, branches, telegraph poles, lamp posts or pylons.	Accidental damage caused by falling trees, branches, telegraph poles, lamp posts or pylons to fences hedges and gates is not excluded. Cover is included for the removal of any trees that are obstructing repairs.
Falling aerials	We covered damage by any satellite dish, television or radio aerial, wind turbine or solar panel breaking or collapsing.	Cover includes accidental damage caused by falling television and radio receiving aerials, aerial fittings and masts, satellite dishes, wind turbines solar panels, photovoltaic panels and security equipment attached to a building, but excludes any damage to the falling item.
Escape of oil	We covered damage by escape of oil from a fixed heating system.	**Still covered, but we now confirm this has to be as a result of a sudden, accidental event. We will not pay for gradual losses.**
Accidental damage	A number of cover exclusions are contained within the Uninsurable risks exclusion.	These exclusions are now shown within the Accidental damage cover section. **There is no cover for accidental damage to solar panels and photovoltaic panels, or while the premises is unoccupied.**
Subsidence	There was no condition regarding notification of works on adjoining sites.	**You must let us know immediately you become aware of any demolition, groundworks excavation or construction being carried out on any adjoining site.** We then have the right to consider the insurance implications and may, where necessary, cancel the subsidence cover.
Theft	Theft cover did not have to involve forcible entry to or exit from the premises.	**Theft cover is subject to forcible or violent entry to or exit from the building.**
Basis of settlement		
Basis of settlement	We would settle claims on a reinstatement basis.	Now we offer in addition alternative basis of settlement to meet your needs if you choose not to reinstate the property, or for buildings awaiting renovation at the time of the damage.
Loss of market value	Not included.	If a decision is taking by both of us not to repair the buildings following damage we will pay the reduction in market value of the buildings immediately following its damage.

Cover	Your old policy	Your new policy (PD5039 V1)
Memoranda		
72 hour clause	Not included.	**All individual losses at a premises arising from storm, flood or earthquake within a consecutive 72 hour period will be considered one event and only one excess will apply.**
Extensions		
Prevention of access	We covered loss of rent or additional expenditure when access to the premises was hindered by any action of government, police or local authority due to an emergency which could endanger human life or neighbouring property.	**This extension has been removed.**
Utilities	We covered loss of rent or additional expenditure following the accidental failure of the supply of telephone systems serving the building, or electricity, gas or water supplies connected to the building.	**This extension has been removed.**
Removal of debris	Costs were included within the sum insured.	Now covered under a policy extension.
Temporary removal	Contents covered up to £2,500 any one claim whilst removed from the premises for repair.	**Buildings and contents of common parts are covered for up to 10% of their sum insured when removed from the premises for repair.**
Government and local authority requirements	Cover was included within the basis of settlement with no inner limit.	**Now covered under a specific policy extension with a limit of 15% of the building sum insured.**
Damage by the emergency services	This extension covered damage to any part of the building including its grounds caused by the emergency services, where such damage would not otherwise form part of a valid claim under this section. This included damage which occurred when the emergency services were responding to potential danger to property or injury to persons. This cover had a limit of £20,000.	In your new policy there are two separate extensions to provide cover for damage by the emergency services, as follows; Emergency services damage to landscaped grounds. This extension provides cover for damage to landscaped grounds only caused by the emergency services. The limit is £25,000 any one claim. Emergency services concern for welfare This extension provides cover for damage to the buildings only caused by the emergency services, when responding to a concern for welfare. The limit is £25,000 any one claim.

Cover	Your old policy	Your new policy (PD5039 V1)
Loss of oil, gas and water	We covered loss of oil, gas or metered water from the water or heating system at the buildings, after accidental damage to that system. There was a limit of £25,000 in any one period of insurance.	We also include the cost of replacing LPG or oil following accidental discharge from the storage container. We also cover theft of oil from any storage tank. **There is a total limit for all claims under this extension of £10,000.**
Locks and keys	Covered costs following the theft of keys. The limit was £2,500 any one claim.	The limit is £5,000 in the period of insurance.
Property in the open	Covered fixtures or items that would normally be found in the grounds of the premises.	**The Property in the open extension covers damage by the insured events to:** ▪ **garden furniture** ▪ **ornaments** ▪ **statues** ▪ **gardening equipment** ▪ **signage** **in the grounds of the premises.**
Removal of wasp, bee or hornet nests	Cover for wasp and bee nests was included. The limits were £500 per claim and a limit of £5,000 in any one period of insurance.	**Removal of wasp, bee or hornet nests is covered at a limit of £1,000 any one claim.**
Capital additions - newly acquired buildings	There is cover for capital additions in respect of newly acquired buildings up to £500,000 or 20% of the sum insured for both buildings and contents of common parts.	The limit has been amended to £2,000,000 any one property and £1,000,000 in respect of any unoccupied building.
Private residences (loss of rent and temporary accommodation)	In respect of each flat the cover provided loss of rent and temporary accommodation up to £500,000 for each flat or 33.3% of the sum insured produced by dividing the building sum insured by the number of flats, whichever is the less.	The cover will pay for loss of rent (including ground rent and service charges) and costs of temporary accommodation up to 33.3% of the building sum insured over a period of 36 months from the date of the damage.
Damage to services	We covered accidental damage to service pipes cables sewers and drains to or from the buildings. There was no limit in the policy.	**We will pay the cost in clearing or repairing drains, gutters, sewers and the like as a result of damage caused by an insured event to a limit of £50,000 any one claim.**

Cover	Your old policy	Your new policy (PD5039 V1)
New extensions		The Property damage section includes the following new extensions on pages 26 to 31: ▪ Reinstatement to match ▪ Loss minimisation expenses ▪ Unauthorised use of utilities ▪ Landscaping costs ▪ Green clause ▪ Archaeological costs ▪ Privity of contract ▪ Accidental omission of VAT ▪ Inadvertent omission to insure
Deeds and documents		**Cover is only provided for deeds and documents belonging to yourself.**
Minor contract works	Cover varied depending on the contract you entered into i.e. 'specified perils' or 'all risks'.	We have simplified your policy by specifying what cover will apply, which is the same cover that already applies to your buildings insurance.
	Cover included the Offsite storage of materials.	**Offsite storage of materials is not included, as this is more relevant to contractors policies.**
Liabilities section		
Corporate Manslaughter Defence	This was covered by one extension, with a total limit for all claims - including Public liability and Employers' liability - of £5,000,000.	Covered within the limit of liability paragraphs under both Employers' liability and Public liability, rather than by extension, the limit is £5,000,000 under each.
Wrongful arrest or false imprisonment	This was not covered.	This is included in the Cover for Cover 2 – Public liability.
Defective Premises Act	This extension covered only the premises we insured under our policy, for a period after your policy was cancelled.	The extension covers any premises you have previously disposed of, which, due to the legislation, may lead to a claim against you arising during our period of cover. **It does not cover you after your policy with us is cancelled.**

Cover	Your old policy	Your new policy (PD5039 V1)
New extensions		The Liability section includes the following new extensions on pages 54 to 56: ▪ Legionellosis ▪ Terrorism ▪ Overseas personal liability ▪ Statutory clean up costs ▪ Contingent motor liability ▪ Data protection ▪ Court attendance ▪ Financial loss
Prosecution defence costs	This cover was not provided.	Cover 3 is a new cover for Prosecution defence costs for proceedings under the following headings: ▪ Health and Safety at Work ▪ Consumer Protection Act ▪ Food Safety Act
Legal expenses section		
What we will not pay	Your policy did not mention VAT in relation to the settlement of claims for costs and expenses.	**There is a new exclusion to confirm that if the Insured is registered for VAT, we will not pay the VAT element of any costs or expenses.**
		The Legal expenses section includes the following new insured events on pages 65 to 67: ▪ Leased or let property including the removal of squatters ▪ Contract disputes ▪ Debt recovery
Legal defence - exclusions	These exclusions were not in your previous policy.	**Jury service and court attendance – we will not pay where the person concerned cannot prove their loss.** **Statutory notice appeals - we specifically exclude appeals which do not follow the normal process.**
Property protection insured event	This cover applied provided the insured could establish their legal right to the property concerned. Your policy excluded claims relating to mining subsidence and motor vehicles.	This has been extended to include property where there are reasonable prospects of the Insured establishing the legal ownership to the property. The exclusions for mining subsidence and motor vehicles have been removed.
Legal expenses - conditions	Your cover was subject to a 'reasonable prospects of success' clause, which applied for the duration of the claim.	We have made it clear what happens if reasonable prospects no longer exist during the course of a claim.

If you would like this in large print, braille, audio or e-text please call us on **0345 777 3322**. You can also tell us if you would like to always receive literature in another format.

Ecclesiastical Insurance Office plc (EIO) Reg. No. 24869. Registered in England at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. EIO is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 113848.

Multi-Occupancy Buildings Insurance

With effect from 1st January 2024 the Financial Conduct Authority (FCA) are introducing new legislation with regards to Residential Multi-Occupancy Buildings Insurance.

The Policy Statement issued by the FCA (link below) outlines the proposed remedies to address issues with transparency, product design and remuneration practices.

https://www.fca.org.uk/publication/policy/ps23-14.pdf

Please see below the information we are required to disclose.

Total commission paid to Lansdown from your insurer	£361.17
Total commission paid from the above amount to a third party, Property Manager or Freeholder	£0.00
Number of alternative quotes we have received	4
Approximate premium per dwelling	£546.64
Approximate reinstatement cost (declared value) per dwelling	£241,737

The premiums shown include Insurance Premium Tax, but exclude any Broker Fee and or Direct Debit charge where applicable.

This information should be passed onto all leaseholders.

For more information about this please read our overview here https://www.lansdowninsurance.com/blog/multi-occupancy-residential-buildings-insurance-better-protection-for-leaseholders

Why Choose Lansdown Insurance Brokers?

Lansdown in the Community: We are proud to be part of the Benefact Group – a charity owned, international family of financial services companies that give all available profits to charity and good causes. More than £200m in donations in the last ten years have gone towards helping communities, charities and much-needed causes so far.

Expertise and Guidance: We can provide expert guidance on selecting the right insurance policies that match your specific needs and circumstances.

Timesaving: We compare policies from multiple insurers to find the best cover, most suitable for you. This saves you time and effort in researching and shopping for insurance on your own.

Customised Recommendations: We can work closely with you to understand your unique situation and tailor insurance solutions that meet your individual requirements.

Claims Assistance: We have our own in-house claims team, and pride ourselves on the service provided to our clients. We're here to ensure that your claims are handled as smoothly and efficiently as possible.

Ongoing Support: Brokers provide ongoing support throughout your policy term, assisting with policy renewals, changes, and adjustments.

Trusted: We're rated "Excellent" on Trustpilot, with a score of 4.8 out of 5.

Lansdown Insurance Brokers
Lansdown House, Pittville Circus Road,
Cheltenham, Gloucestershire, GL52 2QE
T: 01242 524498
E: enquiries@lansdowninsurance.com
www.lansdowninsurance.com

Mr V Masi
The Hobbit House
Forest Road
Newport
Isle of Wight
PO30 5LY

06 August 2025

Invoice No: DUDL04/01/09/25/FT

Description		Amount
Broker Ref:	DUDL04FT01	
Policyholder:	Dudley House (Wootton Bassett) Management Co Ltd	
Type of Cover:	Buildings Insurance	
Effective Date:	01 September 2025	
Insurer:	Ecclesiastical	
Policy Number:	ECFLA 09013	
In respect of:	Dudley House, 28 High Street, Wootton Bassett, Swindon, Wiltshire, SN4 7AF	
	Buildings Premium:	£1,952.29
	Insurance Premium Tax (IPT):	£234.27
	TOTAL DUE: *	**£2,186.56**
FOR INFORMATION – PAYMENT BY DIRECT DEBIT		
*** Excluding instalment charge where applicable**		
Please quote reference:	**DUDL04**	

Terms of insurance business

About us
Lansdown Insurance Brokers is a trading name of SEIB Insurance Brokers Ltd (SEIB) Reg. No. 06317314. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. SEIB's trading address is South Essex House, North Road, South Ockendon, RM15 5BE, United Kingdom. SEIB is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 479477. We're permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. SEIB are also authorised by the FCA in respect of Consumer Credit Business. You can check these details on the Financial Services Register by visiting the FCA website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

Our Service
We obtain quotations using a fair analysis of the market for motor, home, commercial and liability insurance. For certain additional products, such as Legal Expenses, Uninsured Loss Recovery etc. a single carrier may be used. You can request a list of those insurers from whom we select our products if you wish. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

Your duty of disclosure
Commercial customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Retail Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part or all of a claim may not be paid.

How to cancel
You may have a statutory right to cancel this policy within cooling off period of 14 days from the inception of the New Business or Renewal. Please refer to your policy summary or your policy document for further details. If you cancel within the cooling off (where it applies) you will receive a full refund of premium from the insurer subject to no claims made. Insurers are also entitled to make an administrative charge and SEIB keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside the cooling off period you may not receive a pro-rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges). No return of premium will be due in the event that a claim, loss or accident has occurred within the period of insurance.

Protecting your information
Your privacy is important to us. We will process your personal data in accordance with applicable data protection law.

We process the personal information that you provide to us during enquiries and applications relating to insurance products and services for the purposes of offering and carrying out insurance related services to you or an organisation that you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from our group of companies (which includes Ecclesiastical Insurance Office plc) and third parties such as loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors or business partners and our regulators to verify your identity or creditworthiness, to avoid fraud, for premium collection purposes and to obtain beneficial quotes and payment options on your behalf. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected and transferred in accordance with applicable data protection law. Should we intend to process your personal data for any purpose not specified in this Terms of Business Agreement, we will provide you with further information prior to such further processing taking place.

We keep your personal data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal or regulatory requirements, and in accordance at all times with our data retention policy. We may use automated decision making in regard to your personal data to assess your risk profile. To the extent that we do make a decision about you automatically, you can request a manual review of the accuracy of an automated decision that you are unhappy with by contacting us using the contact details below.

In order to arrange your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependent's health or criminal convictions. We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. We restrict access to your information as appropriate to those who need to know that information for the purposes set out above. Applicable data protection law gives you the right to access information held about you. Where we are processing your personal data on the basis that you have consented to that processing then you are entitled to withdraw your consent. If you do choose to withdraw your consent, however, we may be unable to continue providing our services to you. From 25 May 2018, you will be entitled to receive the personal data that you have provided to us in a structured, commonly used and machine-readable format, and to transmit that data to another data controller. You can exercise your data protection rights, including your rights to access, restrict, object to the processing of, rectify and erase your personal data by contacting us using the contact details set out below.

How to claim
Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as possible using the contact details provided.

Fees and charges
Most insurance brokers and intermediaries will charge fees for a tariff of services. Lansdown reserve the right to apply a fee of no less than £20.00 per policy for new business, renewals, every cancellation and/or adjustment. All fees will be notified before you commit to the insurance and will be clearly shown on your insurance documentation. Charges for commercial customers such as Directors &Officers will vary and will be notified before you commit to the insurance. All refunds given are after the deduction of commission. If you pay your premium by instalments we will inform you of any additional fees, charges or interest due as part of your credit arrangement.

Our earnings
We can earn by receiving a commission payment from the insurance company with which the insurance is placed. This amount will usually be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company. We earn different percentages for different classes of business and from different insurance companies. We do have profit share agreements with certain insurers that if our account with them meets certain pre-agreed volume and profit targets during a specified period, we will receive an additional payment from them. You are entitled at any time to request information regarding any earnings which we may have received as a result of placing your insurance business.

Protecting your money
Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. We also reserve the right to retain interest earned on this account. We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. Please notify us immediately if you have any objection or query.

Money laundering/Proceeds of crime
We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Insurer security
The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Law and jurisdiction
These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Complaints
It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Complaints Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE, Telephone number 01708 780000 or Email complaints@seib.co.uk. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service on 0800 0234 567. Further information is available at http://www.financial-ombudsman.org.uk. If you decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

Recorded Telephone Conversations
For security and training purposes your call may be recorded and will also be used as proof of the details you have given us to accept your insurance and process any claim.

Compensation arrangements
We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting http://www.fscs.org.uk.

Consent
By accepting these Terms of Insurance Business, you consent to us providing your personal data to credit reference agencies to obtain credit search information; each of these searches may appear on your credit report whether or not your application proceeds. Should you wish to withdraw your consent please contact us using the contact details set out below.

Ownership
SEIB Insurance Brokers Ltd is wholly owned by the Lloyd & Whyte Group Limited. If you have any queries, please write to the Compliance Officer, SEIB, South Essex House, North Road North Road, South Ockendon, Essex, RM15 5BE

Residential Property Insurance

Policy Document

Lansdown Insurance Brokers

UNDERWRITTEN BY

ecclesiastical

Contents

Introduction

Thank you for choosing Ecclesiastical

We specialise in insurance for property owners and investors, charities, educational establishments, heritage properties, care establishments, churches and home insurance, alongside a range of other insurance and financial services products.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@ecclesiastical.com.

Claims enquiries

For new claims the services are available 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

For claims other than Legal expenses claims call:

0345 603 8381

For Legal expenses claims call:

DAS Legal Expenses Insurance Company Limited

0345 268 9124

For all claims

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

Helpline services

In the event of a problem, you can obtain help from any of the following helpline services. These are available 24 hours a day 365 days a year for all our policyholders.

Please make sure that you are able to give your policy number shown on your policy schedule.

Emergency glass replacement

0345 600 0148

If you suffer glass breakage you can call upon the services of our selected specialist provider who will effect a rapid repair.

If you are covered for glass breakage under this policy they will issue two separate invoices, an invoice for you to cover the amount of any policy excess and recoverable VAT and an invoice which is sent directly to us for the remaining costs.

If the glass is not insured you will be solely responsible for the entire cost of repairs.

The following are arranged by DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week. However, they may need to arrange to call you back depending on the enquiry. To help them check and improve their service standards, DAS may record all calls, except those to the counselling service. When phoning, please quote reference number TS5/6764925

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

Business assistance

0345 268 9124

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on your behalf.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

Commercial legal advice

0345 268 9124

Advice can be provided on any commercial legal problem affecting the business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible DAS will arrange a call back at a time to suit you.

Advice on the laws of England and Wales can be provided 24 hours a day, 7 days a week, 365 days a year. Beyond this jurisdiction or for very specialist legal matters, DAS will refer you to one of their specialist advisors.

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

Tax advice (commercial)

0345 268 9124

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

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

Counselling

0345 266 9667

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

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

Information services

The following are arranged by DAS Legal Expenses Insurance Company Limited (DAS).

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **www.dasinsurance.co.uk/employment-manual**.

If you'd like notifications of when updates are made to the Employment Manual, please email DAS at **employmentmanual@das.co.uk** quoting your reference number TS5/6764925.

DAS businesslaw

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of your business, as well as helping you to manage its exposure to legal risk.

DAS Businesslaw's document builders can help you quickly create documents such as:

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

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow your business.

How do I get started?

1. Visit **www.dasbusinesslaw.co.uk**
2. Enter **DASBECC100** into the 'voucher code' text box and press Validate Voucher
3. Fill out your name and email address, create a password, and specify what type of business you have
4. Validate your email address by pressing the link in the confirmation email that you receive.

General definitions

Each time the following appear in bold italic type (or in capital letters in the schedule) they will take the meaning shown below unless specifically defined in a policy section

Asbestos
means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Business
means ***your*** activities as a property owner conducted solely from premises in the ***geographical limits***

Company/we/our/us
means Ecclesiastical Insurance Office plc

Condition precedent to liability
means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

Damage
means physical loss destruction or damage

Excess
means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Geographical limits
means England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Insured/you/your
means the Insured shown in the schedule

Period of insurance
means the period of insurance shown in the schedule

Premises
means that part of the buildings and grounds at the addresses shown in the schedule owned by ***you*** in connection with the ***business***

Unoccupied
means vacant untenanted unfurnished or no longer in active use for a period exceeding 30 consecutive days

Vermin
means any wild animals birds and insects (whether they have protected status or not) that are known to cause ***damage*** or carry disease

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium ***we*** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with ***your business*** during the ***period of insurance*** or any subsequent period for which ***we*** agree to accept a renewal premium

General exclusions

This policy does not cover the following

1 Excess

Any ***excess***

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

(a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by ***you*** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

(e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to Cover 1 of the Liabilities section except in respect of liability of any principal and liability assumed by agreement

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to Cover 1 of the Liabilities section

5 Terrorism

Definitions specific to this exclusion

Act of terrorism

In respect of

(a) England Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987)
means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM government in the United Kingdom or any other government de jure or de facto

(b) all other instances
means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any ***act of terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any ***act of terrorism***

If ***we*** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon ***you***

This exclusion does not apply to the Terrorism and Liabilities sections

6 Date recognition

Definitions specific to this exclusion

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Insurable event

means any of the insurable events specified in any section(s) of this policy insuring property excepting

(a) the Equipment breakdown section
(b) accidental loss destruction or damage and
(c) causes excluded from these insurable events

Any claim directly or indirectly arising from the failure or possible failure of any ***computer***

(a) to correctly recognise any date as its true calendar date
(b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
(c) to save or correctly process any data on or after any date

but this shall not exclude subsequent ***damage*** or consequential loss not otherwise excluded which itself results from an ***insurable event***

This exclusion does not apply to the Liabilities section

7 Cyber (Property)

Definitions specific to this exclusion

Computer system

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a ***computer system***

Time element loss

means business interruption contingent business interruption or any other consequential losses

Any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

(a) any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a ***computer system*** or any unauthorised access to or modification of ***data***

Notwithstanding the provisions of this sub-paragraph (a) and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including ***data***) and any ***time element loss*** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

(i) Fire lightning or explosion
(ii) Impact by aircraft or vehicle or animal or falling objects
(iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
(iv) Escape of water or oil
(v) Riot or civil commotion
(vi) Subsidence heave or landslip
(vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss

(viii) Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage

(ix) Accidental damage to insured property caused by persons physically present at both the time and location of such damage

(b) any loss of use reduction in functionality repair replacement restoration or reproduction of any ***data*** including any amount pertaining to the value of such ***data***

Notwithstanding the provisions of this sub-paragraph (b) in the event that hardware or the data storage device of a ***computer system*** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph (a) above which results in damage to or loss of ***data*** stored on that hardware or the data storage device then the damage to or loss of such ***data*** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost ***data*** under this policy shall be limited to the cost of reproducing ***data*** provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such ***data*** but shall not include the value of the ***data*** whether to the ***Insured*** or any other party even if such ***data*** cannot be recreated gathered or assembled

(c) any

(i) unauthorised appropriation of ***data***

(ii) unauthorised transmission of ***data*** to any third party

(iii) misrepresentation or use or mis-use of ***data***

(iv) operator error in respect of ***data***

(d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs (a) – (c) above

(e) any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs (a) – (d) above

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

(i) Employers' Liability

(ii) Public Liability

(iii) Governors' Trustees' and Management Liability

(iv) Directors & Officers Liability

(v) Legal Expenses

(vi) Terrorism

(vii) Equipment Breakdown

8 Infectious or communicable disease

Definition applicable to this exclusion

Infectious or communicable disease

means any disease pandemic or epidemic including but not limited to any

- virus
- bacterium
- parasite
- other organism or infectious matter
- any mutation or variation to any of the above

whether

- living or dead
- natural or artificial
- officially declared an epidemic or pandemic or not

transmitted by any direct or indirect means (whether asymptomatic or not)

Loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

(1) any ***infectious or communicable disease*** including but not limited to

(a) the fear of a threat (whether actual or perceived) from an ***infectious or communicable disease***

(b) contamination or fear of contamination (whether actual or perceived) of property by an ***infectious or communicable disease***

but this shall not exclude direct physical loss or physical damage to insured property at the ***premises*** occurring during the ***period of insurance*** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

(2) any action taken or failure to take action to prevent control or respond to any ***infectious or communicable disease***

Provided that

(i) this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
(ii) in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
(iii) where ***we*** apply this exclusion the burden of proving the contrary rests with the ***Insured***
(iv) this exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below
    (a) Employers' Liability
    (b) Public Liability
    (c) Governors' Trustees' and Management Liability
    (d) Directors & Officers Liability
    (e) Legal Expenses
    (f) Terrorism

9 Territorial exclusion (Property)

Definition specific to this exclusion

Excluded territory

means

(a) Belarus (Republic of Belarus) and
(b) Russian Federation and
(c) Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions)

Notwithstanding anything to the contrary in this Policy this Policy excludes any loss damage liability cost or expense of whatsoever nature directly or indirectly arising from or in respect of any

(i) entity domiciled resident located incorporated registered or established in an ***excluded territory***
(ii) property or asset located in an ***excluded territory***
(iii) individual that is resident in or located in an ***excluded territory***
(iv) claim action suit or enforcement proceeding brought or maintained in an ***excluded territory*** or
(v) payment in an ***excluded territory***

This exclusion will not apply to any coverage or benefit required to be provided by ***us*** by law or regulation applicable to ***us*** however the terms of any sanctions clause will prevail

This exclusion applies to all cover sections of this policy except those covers (where available and insured by this policy) noted below

(a) Employers' Liability
(d) Public Liability
(c) Legal Expenses
(d) Governors' Trustees' and Management Liability
(e) Directors & Officers Liability

General conditions

1 Policy voidable

You must ensure that a fair presentation of the risks to be insured is made to ***us***

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance ***we*** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless ***we*** may at ***our*** option
(a) void the policy and refund to ***you*** any premium paid if ***we*** would have not entered into this policy on any terms had clear representation description and disclosure been made
(b) proportionately reduce the amount to be paid on any claim if ***we*** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium ***you*** have paid and the premium ***we*** would have charged ***you*** had clear representation description and disclosure been made
(c) impose additional terms on this policy if ***we*** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made
We may apply these additional terms to ***your*** policy with effect from inception

2 Reasonable care

It is a condition that ***you*** shall
(a) take all reasonable precautions to prevent ***damage*** accident illness and disease
(b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
(c) maintain the ***premises*** works machinery and plant in sound condition

3 Alteration of risk

If after the commencement of this insurance
(a) there is any alteration of risk which increases the risk of ***damage*** accident or liability
(b) the ***premises*** are undergoing alterations or repairs where the contract value exceeds £100,000
(c) ***your*** interest ceases except by will or operation of law
(d) an administrator or a liquidator or receiver is appointed or where ***you*** enter into a voluntary arrangement
(e) there is any other material change in use of the ***premises***

you must give notice to us as soon as is reasonably possible

Upon any alteration described above ***we*** shall be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

This condition does not apply where buildings become ***unoccupied*** as this is dealt with under the 'Unoccupied buildings' general condition

4 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by ***you*** or not covering the same ***damage*** loss expense or liability ***we*** shall not be liable for more than ***our*** rateable proportion

If such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Equipment breakdown and Liabilities sections

If at the time of any claim arising under this policy ***you*** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies ***we*** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

5 Fraudulent claims

If a claim made by ***you*** or anyone acting on ***your*** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any ***damage*** is caused by ***your*** wilful act or with ***your*** connivance ***we*** may at ***our*** option

(a) repudiate the claim
(b) recover any payments already made by ***us*** in respect of the claim
(c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date

If ***we*** cancel the policy ***we*** will notify ***you*** in writing by special delivery to ***your*** last known address

6 Unoccupied buildings

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

(a) when a building or part of a building insured by this policy becomes ***unoccupied*** or when an ***unoccupied*** building or part of a building is again occupied ***you*** must tell ***us*** as soon as is reasonably possible

Upon any alteration as described above ***we*** may at ***our*** option
(i) amend the terms and conditions that apply to such buildings and charge an additional premium
(ii) cancel the cover for any affected buildings
(iii) cancel the policy in accordance with the Cancellation condition

(b) in respect of any building or part of a building which becomes ***unoccupied***
(1) ***you*** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
(2) ***you*** must remove all waste and unfixed combustible materials both internally and externally from such buildings
(3) ***you*** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the ***premises***
(4) where there is a sprinkler installation ***you*** must maintain the central heating system to prevent freezing and
(i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
(ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
(iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
(5) ***you*** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations
A record of inspections including remedy of any defects must be maintained
(6) ***you*** must permanently seal shut the letterbox
Where the letterbox cannot be sealed shut ***you*** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected
(7) ***you*** must tell ***us*** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repairs
(8) in addition to the Claims condition that requires ***you*** to tell ***us*** immediately ***you*** become aware of any incident that may result in a claim ***you*** must also tell ***us*** immediately of any illegal entry to the ***premises*** whether or not any ***damage*** has occurred
(9) ***you*** must review and update ***your*** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by ***us*** in writing

7 Security

This condition will only apply where ***you*** are directly responsible or in direct control of the ***premises*** and not when a tenant has responsibility or is in direct control of the ***premises***

It is a ***condition precedent to liability*** for ***damage*** at or to the ***premises*** that all locks bolts and other protective devices fitted to the ***premises*** be put into full use whenever the ***premises*** are closed for business and are not attended by ***you*** or an authorised person for the purpose of the ***business***

Where the ***premises*** are occupied by ***you*** for ***business*** and residential purposes
(a) the ***business*** portion must be secured as outlined above outside of working hours of the ***business***
(b) the residential portion must be secured as outlined above when this portion is unattended by ***you*** or ***your*** family or other authorised persons

Any additional security conditions that apply will be detailed on ***your*** policy schedule if applicable

8 Fire extinguishing appliances

Where ***you*** are required to provide fire extinguishing appliances to comply with the Regulatory Reform (Fire Safety) Order 2005 (applicable in England and Wales) or the Fire Scotland Act (2005) and / or any similar or replacement legislation or ***you*** have otherwise provided fire extinguishing appliances upon which others may rely ***you*** must have all such appliances inspected and maintained under an annual service contract with a specialist contractor or otherwise competent person

9 Fire alarm installations

It is a ***condition precedent to liability*** that where any ***premises*** is protected by an automatic fire alarm installation that
(a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation
(b) an undertaking shall be in force with engineers who are LPS 1014 or BAFE SP203 approved (or engineers as otherwise accepted by us) to maintain the automatic fire alarm installation and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection
(c) the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified
(d) immediate notice shall be given to ***us*** if the level of response to the automatic fire alarm has been or will be reduced or delayed
(e) where there is an external alarm signal ***you*** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre
(f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the ***premises*** as soon as possible
(g) immediate notice shall be given to ***us*** of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions ***we*** instruct ***you*** to take shall be acted upon
(h) advance notice is given to ***us*** if it is proposed that any part of the
  (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
  (2) ***premises*** is to be extended or altered

  and obtain ***our*** prior written agreement
(i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to ***our*** representatives
(j) ***our*** access to the ***premises*** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by ***us*** in writing

10 Intruder alarms

This condition will only apply where ***you*** are directly responsible or in direct control of the ***premises*** and/or the ***intruder alarm system*** and not when a tenant has responsibility or is in direct control of the ***premises*** and/or the ***intruder alarm system***

Definitions specific to this condition

Intruder alarm system

means the component parts of the intruder alarm system including the means of communication used to transmit signals

Keyholder(s)

means ***you*** or any person or keyholding company authorised by ***you*** who is available at all times to accept notification of faults or alarm signals relating to the ***intruder alarm system*** and attend and allow access to the ***premises***

It is a ***condition precedent to liability*** that where any ***premises*** is protected by an ***intruder alarm system*** that

(a) the ***intruder alarm system*** shall be installed in accordance with the specification agreed in writing by ***us*** and no alteration or variation of the system or any structural alteration to the ***premises*** which would affect the system shall be made without ***our*** written consent
(b) the ***intruder alarm system*** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by ***us*** and immediate notice of any apparent defect in the ***intruder alarm system*** or its signalling shall be given to the maintenance contractor
(c) the ***intruder alarm system*** shall be tested and set whenever the alarmed portion of the ***premises*** is closed for business and is not attended by ***you*** or any person authorised by ***you*** to be responsible for the security of the ***premises*** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
(d) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the ***intruder alarm system*** shall be removed from the buildings of the ***premises*** whenever they are closed for business and are left unattended provided that at such times if part of the ***premises*** is occupied residentially by ***you*** or an authorised employee the said keys shall be removed from the business portion of the ***premises*** to the part occupied residentially
(e) immediate advice shall be given to ***us*** of any notice from the police or a security organisation that ***intruder alarm system*** signals may be or will be disregarded
(f) ***you*** shall appoint at least two ***keyholders*** and lodge written details (which must be kept up to date) with the alarm company
(g) in the event of notification of any activation of the ***intruder alarm system*** or interruption of the means of communication during any period that the ***intruder alarm system*** is set a ***keyholder*** shall attend the ***premises*** as soon as reasonably possible

Unless otherwise agreed by ***us*** in writing

11 Arbitration

Provided ***we*** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

(a) an agreed arbitrator or if an arbitrator cannot be agreed
(b) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party

You must not take legal action against ***us*** over the dispute before the arbitrator has reached a decision

This condition does not apply to the Legal expenses section

12 Cancellation

In circumstances other than those in the Policy voidable Alteration of risk and Fraudulent claims conditions ***we*** may cancel the policy or any section of it by sending seven days' notice commencing from the date of posting by special delivery to ***you*** at ***your*** last known address and shall refund to ***you*** the proportionate premium for the unexpired period of cover

13 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose ***us*** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or United States of America

If any such sanction prohibition or restriction takes effect during the ***period of insurance you*** or ***we*** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances ***we*** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

14 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without ***our*** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

15 Law applicable

In the United Kingdom the law allows both ***you*** and ***us*** to choose the law applicable to this contract
Unless ***we*** and ***you*** agree otherwise in writing the law which applies to this contract is the law which applies to the part of
(a) the United Kingdom (England Scotland Wales and Northern Ireland) or
(b) the Channel Islands or the Isle of Man
in which ***you*** are based

16 Rights of third parties

A person or company who is 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

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a condition that ***you*** shall

(a) take all practicable steps to recover property lost and otherwise minimise the claim

(b) tell the police as soon as is reasonably possible if the ***damage*** is caused by thieves malicious persons vandals or as a result of riot civil commotion strikes or labour disturbances

(c) tell ***us*** as soon as ***you*** become aware

(d) within 30 days (7 days for ***damage*** by riot civil commotion strikes or labour disturbances) give ***us*** at ***your*** expense any information ***we*** require and continue to provide ***us*** with any information and assistance ***we*** require before or after ***we*** pay ***your*** claim under the policy

(e) not make or allow to be made on ***your*** behalf any admission offer promise payment or indemnity without ***our*** written consent

(f) forward to ***us*** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise ***us*** in writing as soon as ***you*** have any knowledge of any impending prosecution inquest or inquiry in connection with that event

Additional conditions apply to Legal expenses cover which are detailed in the section and which include conditions relating to ***your*** legal representation

Our rights

We may

(a) start take over defend and conduct any legal action in ***your*** name

(b) prosecute in ***your*** name for ***our*** benefit any claim for indemnity or damages

 We will have full discretion in the conduct and settlement of any such action

(c) enter any building where ***damage*** has occurred and take and keep possession of any property insured by this policy

 We will not accept property abandoned to ***us***

This policy shall be proof that ***you*** have authorised ***our*** rights under this condition

(d) at any time pay to ***you*** the relevant limit of indemnity

 (i) in the case of Employers' liability or Prosecution defence cost claims less any amount already paid or incurred

 (ii) in the case of Public liability claims less any amount already paid or incurred as damages or any lesser amount for which at ***our*** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) ***we*** will also pay any legal costs incurred prior to the date of such payment

Additional conditions apply to Legal expenses cover which are detailed in the section and which include conditions relating to ***your*** legal representation

1 Property damage

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Buildings

means the buildings at the ***premises*** including

(a) landlord's fixtures and fittings
(b) outbuildings storage tanks walls gates and fences
(c) piping ducting cables wires and associated control gear and accessories on the ***premises*** and extending to the public mains but only to the extent of ***your*** responsibility
(d) aerials and satellite dishes fixed to the buildings
(e) the following items fixed to the buildings
    (i) wind turbines less than 10kw generating capacity
    (ii) solar panels less than 50kw generating capacity
    (iii) photovoltaic panels less than 50kw generating capacity
    up to a limit of £20,000 in total for all claims in the ***period of insurance***
(f) yards car parks roads and pavements
(g) artificial playing surfaces tennis courts swimming pools and associated apparatus
(h) for private dwelling houses and blocks of flats the following garages patios and hedges belonging to the private dwelling and used for domestic purposes
(i) fixed glass and sanitary fixtures

Excluding

(i) bridges land piers jetties excavations and marquees
(ii) natural or artificial
    (a) water courses
    (b) confines of any body of standing water including but not limited to
        (1) dams reservoirs culverts canals moats rivers and lakes
        (2) any man-made elements attaching to or forming part of such structures
(iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure except as specifically provided for by the Minor contract works extension

unless more specifically mentioned in this policy or its schedule

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients

Contents of common parts

means

(i) furniture and furnishings owned by ***you*** or for which ***you*** are responsible in those parts of the ***buildings*** to which all tenants have access
(ii) the maintenance and cleaning equipment machinery and tools ***you*** keep in the ***buildings*** in connection with ***your business***

But excluding

(a) landlord's fixtures and fittings
(b) money securities coins stamps jewellery watches furs precious metals precious stones or articles made from them computer systems records curios works of art antiques sculptures rare books plans patterns moulds designs or explosives

Heave

means upward movement of the ground beneath the site on which the ***premises*** stand as a result of the soil expanding

Insured event(s)

means any insurable event set out as included in the schedule to this policy

Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy

Landslip

means downward movement of sloping ground at the site on which the ***premises*** stand

Settlement

means downward movement as a result of the

(a) normal settlement or bedding-down of structures

(b) settlement or movement of made-up ground

Subsidence

means downward movement of the ground beneath the site on which the ***premises*** stand and includes any losses arising from ***heave*** or ***landslip***

Cover

We will indemnify ***you*** in respect of ***damage*** to the ***item(s) insured*** at the ***premises*** or elsewhere as stated in the schedule by any ***insured event*** happening during the ***period of insurance***

Insurable events

1 Fire lightning and explosion

Fire not caused by

(a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat

(b) earthquake subterranean fire

Lightning

Explosion excluding

(a) ***damage*** 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 is the subject of a contract providing the required inspection service

(b) ***damage*** caused by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to ***you*** or under ***your*** control

2 Aircraft

Aircraft and other aerial devices or articles dropped from them excluding ***damage*** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding ***damage***

(a) resulting from cessation of work

(b) occasioned by confiscation or destruction or requisition by order of the government or any public authority

(c) to any building which is ***unoccupied***

4 Malicious persons

Malicious persons excluding ***damage***

(a) resulting from cessation of work

(b) by theft or attempted theft

(c) to moveable property in the open except as specifically provided for in the Property in the open extension

(d) occasioned by confiscation or destruction or requisition by order of the government or any public authority

(e) to any building which is ***unoccupied***

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding ***damage***

(a) by

(i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam

(ii) inundation from the sea

whether resulting from storm or otherwise

(b) attributable solely to change in the water table level

(c) by frost or ***subsidence***

(d) to fences gates hedges and moveable property in the open

(e) to inflatable structures except where damaged by falling trees

(f) to any building which is ***unoccupied***

8 Flood

Flood caused by
(a) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
(b) inundation from the sea
but excluding
(i) ***damage*** attributable solely to change in the water table level
(ii) ***damage*** by frost or ***subsidence***
(iii) ***damage*** to fences gates hedges and moveable property in the open
(iv) ***damage*** to any building which is ***unoccupied***

9 Escape of water

Escape of water from any tank apparatus or pipe including ***damage*** to any water tank apparatus or pipe itself caused by freezing of water

Excluding ***damage***
(i) by water discharged or leaking from an installation of an automatic sprinkler system water mist system or other similar water based fire suppression system
(ii) to any building which is ***unoccupied***

10 Impact

Impact by any road or rail vehicle or animal

11 Falling trees

Accidental ***damage*** caused by falling trees branches telegraph poles lamp posts or pylons

Excluding ***damage*** which is specifically insured by any other insurable event

12 Falling aerials

Accidental ***damage*** caused by falling television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment attached to a building

Excluding
(i) ***damage*** which is specifically insured by any other insurable event
(ii) ***damage*** to the television and radio receiving aerials aerial fittings and masts satellite dishes wind turbines solar panels photovoltaic panels and security equipment itself

13 Escape of oil

Escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the ***period of insurance***

Excluding ***damage*** to any building which is ***unoccupied***

14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation water mist system or other similar water based fire suppression system in the ***premises*** not caused by explosion earthquake subterranean fire or heat caused by fire

Excluding ***damage*** to any building which is ***unoccupied***

15 Accidental damage

Any other accidental ***damage*** excluding ***damage***
(a) which is
  (i) specifically insured by any other insurable event
  (ii) specifically excluded by any other insurable event
  (iii) is otherwise excluded elsewhere in this section
(b) caused by or consisting of inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by ***you*** or any of ***your*** employees operational error or omission by ***you*** or any of ***your*** employees
But this shall not exclude subsequent ***damage*** which itself results from a cause not otherwise excluded
(c) caused by or consisting of corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching ***vermin*** change in temperature colour flavour texture or finish
(d) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

(e) caused by atmospheric and climatic conditions
(f) consisting of
  (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of associated steam piping
  (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
(g) caused by or consisting of
  (i) acts of fraud or dishonesty
  (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
(h) to a building or structure caused by its own collapse or cracking
(i) to moveable property in the open fences gates and hedges by wind rain hail sleet snow or dust
(j) to wind turbines solar panels and photovoltaic panels
(k) to any ***building*** which is ***unoccupied***
(l) to fixed glass or sanitary fixtures for which the tenant is responsible under the terms of any lease
(m) to glass
  (i) by scratching or chipping
  (ii) whilst not fixed
  (iii) caused by arising from or in connection with alterations additions or contract works at the ***premises***

16 Subsidence

Subsidence excluding ***damage***
(a) attributable solely to change in the water table level
(b) to walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces tennis courts and swimming pools unless also resulting in ***damage*** to a building insured under this policy
(c) caused by or consisting of
  (i) ***settlement***
  (ii) coastal or river erosion
(d) caused by defective design or workmanship or the use of defective materials
(e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
(f) which originated prior to the inception of cover
(g) resulting from
  (i) demolition construction structural alteration or repair of any property
  (ii) groundworks or excavation

  at the same ***premises***

Special condition

You shall 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 these terms or cancel this cover

17 Theft or attempted theft

Theft or attempted theft
(a) involving entry to or exit from the buildings of the ***premises*** by forcible and violent means
(b) following actual or threatened assault or violence

Excluding
(i) ***damage*** to the ***buildings*** except as specifically provided for in the Theft of parts of the building extension
(ii) theft or attempted theft from any building which is ***unoccupied***

Exclusions

The cover provided by this section excludes
(1) ***damage*** caused by pollution or contamination other than as provided for under the Loss of oil gas or water extension but this shall not exclude ***damage*** to the property insured not otherwise excluded

  caused by
  (a) pollution or contamination which itself results from any of the ***insured events*** other than Accidental damage
  (b) any of the ***insured events*** other than Accidental damage which itself results from pollution or contamination
(2) consequential loss of any kind

(3) ***damage*** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

Basis of settlement

We will pay up to the value of the ***item(s) insured*** at the time of the ***damage*** or at ***our*** option repair reinstate or replace the ***item(s) insured*** in accordance with the following

1 Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of property insured under this section is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose "reinstatement" means
(a) the rebuilding or replacement of property lost or destroyed which provided ***our*** liability is not increased may be carried out
  (i) in any manner suitable to ***your*** requirements
  (ii) upon another site
(b) the repair or restoration of property damaged

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special conditions applicable to this basis of settlement

1 If the sum insured at the time the ***damage*** occurs is less than 85% of the cost which would be incurred in reinstating the whole of the property covered by any item ***our*** liability will not exceed the proportion of the amount of the ***damage*** which the sum insured (adjusted for index-linking) shall bear to the sum representing the total cost of reinstating the whole of such property at that time
2 ***Our*** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
3 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
  (a) unless reinstatement commences and proceeds without unreasonable delay
  (b) until the cost of reinstatement shall have been actually incurred
  (c) if the property insured at the time of its ***damage*** shall be insured by any other insurance effected by ***you*** or on ***your*** behalf which is not upon the same basis of reinstatement
4 ***We*** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the ***items insured*** more than its sum insured
5 All the terms and conditions of the policy shall apply
  (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
  (b) where claims are payable as if this basis of settlement had not been incorporated

2 Day One Basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

1 ***You*** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly

"Declared value" means ***your*** assessment of the cost of reinstatement of the property insured (as defined in Basis of settlement - Reinstatement) at the level of costs applying at the inception of the ***period of insurance*** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
  (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
  (b) professional fees
  (c) debris removal costs

2 At the inception of each period of insurance ***you*** shall notify ***us*** of the declared value of the property insured by each of the said item(s)

In the absence of such declaration the last amount declared by ***you*** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance

3 In respect of each item to which this extension applies the following replaces Special conditions 1 and 5 of Basis of settlement - Reinstatement

(1) Each item insured under this basis of settlement is declared to be separately subject to the following condition of underinsurance namely

If at the time of ***damage*** the declared value of the property covered by such item be less than the cost of reinstatement (as defined in paragraph 1 of the Day One memorandum) at the inception of the ***period of insurance*** then ***our*** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

(4) Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this basis of settlement had not been incorporated the rights and liabilities of the ***Company*** and the ***Insured*** in respect of the ***damage*** shall be subject to the terms of the policy including any condition of underinsurance as if this basis of settlement had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this basis of settlement

3 Loss of market value

If ***you*** elect not to rebuild or repair the ***buildings*** and ***we*** choose not to reinstate ***buildings*** lost destroyed or damaged as set out in Basis of settlement 1 and 2 above ***we*** will pay the reduction in the market value of the ***buildings*** immediately following ***damage*** solely as a result of the ***damage*** but not exceeding the amount which would have been payable had the ***buildings*** been rebuilt or repaired and in no case shall the total amount recoverable under any item exceed its sum insured

4 Buildings awaiting refurbishment redevelopment or renovation

In respect of ***buildings*** awaiting refurbishment redevelopment or renovation ***we*** will not be liable for any costs which would have been incurred by ***you*** had the ***damage*** not occurred

Limit of liability

Our liability in the ***period of insurance*** shall not exceed

(i) for each ***item insured***
  (a) its individual sum insured or
  (b) any other limit of liability noted in this section or elsewhere in the policy

(ii) in total the total sum insured for all items

Irrespective of the number of insured parties ***our*** total liability to all the insured parties will not exceed that stated in (i) and (ii) above

Any payment or payments by ***us*** to any one or more insured party shall reduce the extent of ***our*** liability to all parties by the amount of such payment

Automatic reinstatement of sum insured

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim ***we*** pay provided that

(a) ***we*** have not given ***you*** notice within 30 days of ***you*** reporting the ***damage*** that ***we*** will not reinstate the sum insured

(b) ***you*** pay any such additional premium as may be required

(c) ***you*** complete any improvements to security or other measures ***we*** may require at the ***premises***

Memoranda

1 Index-linking

The sum insured by each ***item insured*** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by ***us***

The annual renewal premium will be amended accordingly

In the event of ***damage*** index-linking will continue from the date of ***damage*** until the resulting claim is settled but ***we*** will not pay for increased costs which arise due to unnecessary delay on ***your*** part

2 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each ***item insured*** is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any ***damage*** to such property be collectively of greater value than such sum insured as adjusted for index-linking ***you*** will be considered as being ***your*** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

3 Adjustment of premium

If any part of the premium has been calculated on estimates ***you*** shall within 30 days from the expiry of each period of insurance supply to ***us*** such information as ***we*** may require

The premium for such period will be adjusted and the difference paid by or allowed to ***you*** subject to any minimum premium

4 Designation

For the purpose of determining where necessary the heading under which any property is insured ***we*** agree to accept the designation under which such property has been entered in ***your*** books

5 72 hour provision

All individual losses arising out of and directly occasioned by the Insurable events of Storm Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one ***excess*** will apply

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

6 Subrogation waiver

In the event of a claim ***we*** shall not enforce any rights against

(a) any company being parent of or subsidiary to the ***insured***

(b) any company which is a subsidiary of a parent company of which the ***insured*** are themselves a subsidiary

in each case within the meaning of the Companies Act prevailing at the time of ***damage***

(c) any tenant of the ***premises*** provided that the ***damage*** did not result from a criminal fraudulent or malicious act of the tenant

Extensions

The insurance provided by this section is extended to include the following (subject to the ***excess*** applying to the ***insured event*** causing the ***damage***)

Unless specifically stated otherwise these extensions do not increase ***our*** liability as stated in the Limit of liability paragraph to this section

1 Non-invalidation

The cover by this section shall not be invalidated by any act omission or alteration whereby the risk of ***damage*** is increased unknown to ***you*** or beyond ***your*** control provided that on becoming aware of this ***you*** give notice to ***us*** as soon as is reasonably possible and pay an additional premium if required

2 Other interests

The interest in the ***buildings*** insured by this section of any mortgagees lessees and freeholders of the property is noted

3 Fees

Under the ***buildings*** and ***contents*** items ***we*** will pay the architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its ***damage*** by an ***insured event*** but not for preparing any claim it being understood that the amount payable for such ***damage*** and fees shall not exceed in the aggregate the sum insured by each item

4 Removal of debris

We will pay the costs and expenses necessarily incurred by ***you*** with ***our*** consent in removing debris as shown below

(a) (i) removing debris
(ii) dismantling and/or demolishing
(iii) shoring up or propping
of the portion or portions of the property insured destroyed or damaged by any ***insured event***

(b) removing trees damaged by the same ***insured event*** provided this is necessary solely to facilitate the repair or reinstatement of the property insured

The maximum amount payable for such ***damage*** and costs shall not exceed in the aggregate the sum insured by each item

We will not pay for any costs or expenses

(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
(ii) arising from pollution or contamination of property not insured by this section

5 Reinstatement to match

Where ***buildings*** have suffered ***damage you*** may replace repair or restore the property with equivalent property which employs current technology and replacement repair or restoration of such property shall not for the purposes of this section be regarded as being better or more extensive than when new

This section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored

Limit
Up to the sum insured for each item in the ***period of insurance***

6 Temporary removal

Any parts of the ***buildings*** and ***contents of common parts*** are covered while temporarily removed for cleaning renovation repair or other similar purpose elsewhere on the ***premises*** or to any other premises and in transit between such locations in the ***geographical limits***

Limit
10% of the sum insured on the relevant ***buildings*** or ***contents of common parts*** item in any one period of insurance

7 Government and Public Authorities (including undamaged portions)

Under the ***buildings*** and ***contents of common parts*** items ***we*** will pay for such additional cost of reinstatement of the destroyed or damaged property and undamaged portions as may be incurred solely by reason of the necessity to comply with the stipulations of

(i) United Kingdom legislation or
(ii) building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority

(from now on referred to as "the Stipulations")

Excluding

(a) the cost incurred in complying with the Stipulations
(i) in respect of ***damage*** occurring prior to the granting of this extension
(ii) in respect of ***damage*** excluded or otherwise not insured by this section
(iii) under which notice has been served upon ***you*** prior to the happening of the ***damage***
(iv) for which there is an existing requirement which has to be implemented within a given period

(b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to this extension

1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the ***damage*** or within such further time as ***we*** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to ***our*** liability under this extension not being increased

2 If ***our*** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then ***our*** liability under this extension (in respect of any such item) shall be reduced in like proportion
3 The total amount recoverable under any item of the policy under this extension shall not exceed
   (a) 15% of its sum insured or
   (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which ***we*** would have been liable had the property insured by the item at the ***premises*** where ***damage*** has occurred been wholly destroyed
4 The total amount recoverable under any item of the policy shall not exceed its sum insured
5 All the terms of this policy except insofar as they may be expressly varied shall apply as if they had been incorporated herein

8 Emergency services damage to landscaped grounds

If the ***buildings*** are insured the cover provided by this section is extended to include the costs incurred following ***damage*** caused by the emergency services to landscaped grounds for which ***you*** are responsible but excluding any cost arising from the failure of seed to germinate or trees plants or turf to become established

Limit
£25,000 any one claim

9 Emergency services concern for welfare

If the ***buildings*** are insured the cover provided by this section is extended to include the costs incurred following ***damage*** caused to ***buildings*** by the emergency services to gain access to ***your premises*** as a result of their concern for the occupants' welfare

Limit
£25,000 any one claim

10 Loss of oil gas or water

We will pay for
(a) loss of metered water from the water or heating system after ***damage*** to that system by an ***insured event***
(b) loss of oil (other than covered by (d) below) or gas from the water or heating system after ***damage*** by an ***insured event*** to that system
(c) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the ***premises***
(d) theft or attempted theft of oil from any storage tank used for the heating system at ***your premises*** provided theft or attempted theft is an ***insured event*** under this policy

Excluding any claim in respect of any building which is ***unoccupied***

Limit
£10,000 for all claims in the ***period of insurance***

11 Loss minimisation expenses

Costs and expenses necessarily and reasonably incurred with ***our*** prior consent by ***you*** or on ***your*** behalf to prevent or minimise actual or imminent ***damage*** at the ***premises*** provided such costs are
(a) directly related to ***damage*** caused by the ***insured events*** which is likely to occur in the immediate future unless urgent preventative action is taken
(b) not more specifically insured elsewhere

Excluding ***damage*** which is covered under the theft of parts of the buildings extension

Limit
£5,000 in the ***period of insurance***

12 Sale of the building

If the ***buildings*** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that
(a) the ***buildings*** are not insured elsewhere for the benefit of the purchaser
(b) the purchaser complies with and is bound by the terms of the policy

13 Theft of parts of the building

Where the insurable event of theft or attempted theft is included ***we*** will pay for

(a) repairs to the ***buildings*** following theft or attempted theft of parts of the ***buildings*** provided that the ***buildings*** are insured under this section
(b) ***damage*** to ***buildings*** and ***contents of common parts*** (if insured under this section) directly caused as a result of the entry of rainwater following the theft or attempted theft of parts of the ***buildings***
(c) ***damage*** to the ***buildings*** for which ***you*** are responsible caused by theft attempted theft of the contents of the ***buildings*** provided that the ***damage*** is not otherwise insured

Excluding ***damage***
(i) when scaffolding is erected at the ***premises*** unless ***we*** have agreed in writing to continue cover
(ii) in respect of any building which is ***unoccupied***

Limit
Up to the sum insured in the ***period of insurance***

14 Lock replacement following theft of keys

If theft or attempted theft is included and the keys are stolen ***we*** will pay the costs incurred
(i) in gaining access to the ***premises***
(ii) for replacing locks at the ***premises*** including locks of safes or strongrooms in the ***premises***
(iii) for replacing any duplicate keys necessitated by (ii) in the same quantity as existed prior to the loss

Limit
£5,000 in the ***period of insurance***

15 Property in the open

If the ***contents*** of ***common parts*** are insured ***we*** will pay for ***damage*** by the ***insured events*** to garden furniture ornaments statues gardening equipment and signage in the grounds of the ***premises*** unless more specifically insured

Limit
£5,000 any one claim

For the purpose of this extension the Theft or attempted theft insurable event includes theft or attempted theft not involving forcible and violent entry

16 Trace and access

We will pay the costs and expenses necessarily and reasonably incurred by ***you*** with ***our*** consent in locating the source of ***damage*** caused by an escape of oil or water from any fixed water or heating system in the ***buildings*** insured by this section and in subsequent repair of ***damage*** caused by locating the source

Limit
£25,000 any one claim

17 Clearing of drains

We will pay the costs incurred by ***you*** with ***our*** consent for clearing or repairing drains gutters sewers and the like for which ***you*** are responsible incurred as a direct result of ***damage*** caused by an ***insured event***

Limit
£50,000 any one claim

18 Extinguisher and alarm resetting expenses

The cover provided by this section is extended to include the reasonable costs incurred by ***you*** in
(a) refilling fire extinguishing appliances
(b) replacing the heads of sprinkler systems water mist systems or other similar water based fire suppression systems
(c) resetting fire or intruder alarm systems
solely in consequence of their activation following ***damage*** to property insured under this policy

Limit
Up to the sum insured in the ***period of insurance***

19 Sprinkler upgrade costs

The additional costs incurred in upgrading an automatic sprinkler installation to the current Loss Prevention Council Rules (only when the upgrade is imposed upon ***you*** by ***us***) following ***damage*** to the ***buildings*** provided that at the time of ***damage*** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations or any subsequent amendment or revised edition as issued by the Loss Prevention Council and current at the time of installation but did not conform to subsequent amendments to those Rules

Limit
20% of the sum insured for ***buildings***

20 Unauthorised use of utilities

We will pay for the cost of metered water oil electricity or gas for which ***you*** are legally responsible arising from its unauthorised use by persons taking or keeping possession or occupying the ***buildings*** without ***your*** authority provided that the ***buildings*** are inspected weekly by a responsible person on ***your*** behalf and all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

Limit
£5,000 any one claim
£10,000 in the ***period of insurance***

21 Fly tipping

We will pay the costs and expenses necessarily and reasonably incurred by ***you*** in clearing treating and removing anything illegally or maliciously deposited at the ***premises***

This cover will not apply in respect of any ***unoccupied premises***

Limit
£2,500 any one claim
£5,000 in the ***period of insurance***

22 Contractors interests clause

This clause is provided only if ***you*** are covered under the Minor contract works extension

Where ***you*** are required under the terms of any contract covering works at the ***buildings*** to insure the ***buildings*** and ***contents of common parts*** in the joint names of ***you*** and any contractor or sub-contractor the interest of the contractor or sub-contractor is noted

You must notify ***us*** of any works exceeding the limit given by the Minor contract works extension and pay any additional premium ***we*** may require

23 Landscaping costs

The necessary and reasonable costs to restore landscaped gardens or grounds at the ***premises*** to its appearence when first planted in consequence of ***damage*** to the property insured by any ***insured event***

Excluding
(i) any cost arising from the failure of seed to germinate or trees plants or turf to become established
(ii) ***damage*** by the emergency services

Limit
£25,000 any one claim

24 Trees

The costs of felling lopping or removing trees which represent an immediate threat to the safety of life or ***damage*** to the ***buildings***

Limit
£500 any one claim
£2,500 in the ***period of insurance***

25 Removal of wasp bee or hornet nests

We will pay the costs incurred by ***you*** in removing wasp bee or hornet nests from the ***buildings***

Limit
£1,000 any one claim

26 Green clause

Where following ***damage*** to ***buildings*** by an ***insured event you*** elect with ***our*** consent to rebuild the ***premises*** in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond the minimum standard required to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority) ***we*** will pay these rebuilding costs

Provided that
(1) this shall not include any works or materials that in ***our*** view increases the risk of future ***damage*** or increases the potential extent of future ***damage***
(2) if you elect not to rebuild the ***premises*** then this clause will not apply
(3) if ***our*** liability is reduced by the application of any terms or conditions of this policy ***our*** liability under this extension will similarly be reduced

Excluding
(i) the costs of work that prior to the ***damage***
    (a) ***you*** had already planned to carry out or
    (b) ***you*** had been notified to carry out by any relevant authority

(ii) any additional costs for replacing undamaged property
(iii) the amount of any charge tax or assessment arising out of capital appreciation arising from the works funded by this extension

Limit
Our liability under this extension shall not exceed
(i) 10% of any one claim or
(ii) 10% of the sum insured or
(iii) £100,000
whichever is the lower

27 Archaeological costs

Definitions specific to this extension

Archaeological rescue work
means any archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost

Archaeological research work
means any other archaeological exercise

We will pay the on-site costs of ***archaeological rescue work*** (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below-ground deposits) incurred with ***our*** consent as a result of ***damage*** to the ***buildings*** by an ***insured event***

Excluding
(1) the costs of any ***archaeological research work*** which may be enabled or facilitated as a result of ***damage*** but which is not a necessary part of the process of repair conservation or rebuilding
(2) the costs of analysis of data subsequent to ***archaeological rescue work*** (except insofar as such costs are a necessary and integral part of the process of repair conservation or rebuilding)
(3) the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise

Limit
£250,000 any one claim

The following extensions increase the sums insured that apply but only to the extent stated

28 Capital additions

Under the ***buildings*** and ***contents of common parts*** items
(a) alterations and additions to the property insured but not in respect of any appreciation in value
(b) newly acquired property so far as it is not otherwise insured anywhere in the ***geographical limits***

Provided that ***you*** notify ***us*** as soon as is practicable and arrange for the property to be specifically insured by this policy and pay any additional premium that is required from the date of the alteration addition or acquisition

Excluding property which is bequeathed to ***you***

Limit
In respect of (a)
20% of the relevant ***buildings*** or ***contents of common parts*** sum insured or £500,000 in total whichever is the less
In respect of (b)
£2,000,000 any one property and £1,000,000 in respect of any ***unoccupied*** building

29 Private residences (loss of rent and temporary accommodation)

If any private dwelling house or private flat (described as such in the schedule) cannot be lived in following ***damage*** insured by this section (or in the case of a private flat if the resident is denied access to it by an ***insured event*** elsewhere within the building) ***we*** will pay for
(a) loss of rent (including ground rent and service charges) payable to ***you*** or
(b) the reasonable and necessary additional costs that ***you***
  (1) are liable for or
  (2) intended to be liable for even if the lease agreement is unclear on this point (subject to ***your*** written confirmation this was ***your*** intention)

  in respect of the following
  (i) residents' temporary accommodation and storage of furniture

(ii) kennel accommodation for the residents' domestic cat(s) and dog(s)
(iii) travelling expenses

until the private dwelling house or private flat is fit to live in again or until access is restored

The most ***we*** will pay under this extension is
(a) 20% of the sum insured on the building in respect of private dwelling houses
(b) 20% of the sum produced by dividing the ***buildings*** sum insured by the number of flats in respect of each private flat

for a maximum period of 36 months from the date of ***damage***

30 Inadvertent omission to insure

Premises in the ***geographical limits*** which ***you*** own or which ***you*** are responsible to insure which ***you*** have inadvertently failed to insure
(1) under this or any other policy
(2) against all the ***insured events*** insured by this policy but cover is restricted to those uninsured ***insured events***

Provided that
(a) immediately on becoming aware of
 (i) premises not insured
 (ii) any premises not insured for all the ***insured events*** insured by this policy

 you shall arrange insurance from the date on which ***your*** responsibility attached and pay the appropriate additional premium
(b) this extension shall not apply to any premises covered under the Capital additions extension of this section

Limit
£2,000,000 any one premises and £500,000 any one ***unoccupied*** premises

31 Privity of contract

We will indemnify ***you*** in respect of all such sums as ***you*** become legally liable to pay following ***damage*** caused by an ***insured event*** and pay as indemnity to tenants in respect of repair or reinstatement of ***premises*** previously owned but which are no longer ***your*** property and where the current owner has failed to maintain adequate insurance cover subject to the terms and conditions of this policy

Excluding contribution in respect of any more particular insurance effected by any succeeding owner or tenant or sub-tenant

It is a ***condition precedent to liability*** in respect of this cover that you must take all reasonable steps to obtain release from ***your*** liabilities under the covenants to insure such property on its disposal

Limit
£1,000,000 in the ***period of insurance***

32 Accidental omission of Value Added Tax

For any ***buildings*** item ***we*** will pay the Value Added Tax payable by ***you*** which has been inadvertently omitted from the sum insured and which ***you*** are not subsequently able to recover provided that
1 (a) ***your*** liability for such tax arises solely from the rebuilding or restoration of the ***buildings*** following ***damage*** by an ***insured event***
 (b) ***we*** have paid or agreed to pay for such ***damage***
 (c) if the payment ***we*** make for the rebuilding or restoration is less than the actual cost of rebuilding or restoration ***we*** will only pay the same proportion of the Value Added Tax applicable
2 ***your*** liability for such tax does not arise from the replacement buildings having a greater floor area than or being in a better condition or more extensive than the damaged ***buildings***
3 if the ***buildings*** are rebuilt on another site following ***damage we*** will not pay more Value Added Tax than ***we*** would have done had the rebuilding been completed at the original site
4 ***we*** will not pay any amounts in relation to penalties imposed upon ***you*** for late or non-payment of Value Added Tax
5 for the purposes of any underinsurance penalty rebuilding costs shall be exclusive of Value Added Tax
6 ***our*** liability may exceed the sum insured by an item or in the whole the total sum insured where such additional amount is solely for Value Added Tax due

33 Minor contract works

Definitions specific to this extension

Contract works

means the permanent works or temporary works executed or in the course of execution at the ***premises*** by ***you*** or on ***your*** behalf for the purpose of alterations or improvements to the ***premises*** including unfixed site materials at the ***premises*** for use in connection with such works

Insured contract

means

(a) any JCT minor standard or intermediate building contract in which ***you*** are the employer and are required to take out a joint names policy or

(b) with ***our*** prior written agreement any similar contract

Cover

Cover for each ***buildings*** item extends to include ***contract works*** for which ***you*** are responsible under the terms of an ***insured contract*** but only to the extent of the cover provided by this section and provided that this insurance shall only apply insofar as the ***contract works*** are not otherwise insured

Limit
Our liability under this extension inclusive of all professional fees and VAT where applicable shall not exceed £100,000 in respect of all losses or series of losses arising directly from the same originating cause

2 Equipment breakdown

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Accident(s)

means

(a) electrical or mechanical ***breakdown*** including rupture or bursting caused by centrifugal force

(b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires

(c) ***explosion*** or ***collapse*** of ***covered equipment*** operating under steam or other fluid pressure

(d) ***damage*** to hot water boilers other water heating equipment oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment

(e) ***damage*** caused by operator error that results in the overloading of ***covered equipment***

Biomass and biogas installations

means 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

means

(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

(d) ***electronic derangement***

Collapse

means 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 internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

means

(a) electronic computer or other data processing and/or storage equipment

(b) projectors printers scanners and other peripheral devices used in conjunction with (a)

(c) software and programs licensed to ***you*** and installed on (a)

(d) ***portable computer equipment***

owned by ***you*** or for which ***you*** are responsible

Covered equipment

means 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) or

(b) that generates transmits stores or converts energy or

(c) comprising ***computer equipment***

Excluding

(i) any supporting structure foundation masonry brickwork cabinet

(ii) any insulating or refractory material

(iii) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)

(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 ***biomass and biogas installations***
(xii) any ***hydroelectric installation***

Cyber event

means
(a) a failure of electronic equipment to correctly recognise process or store any date
(b) a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
  (i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
  (ii) hacking (unauthorised access to any computer or other electronic equipment)
  (iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

Electronic derangement

means malfunction of the ***computer equipment*** or electronic circuitry controlling or operating the ***covered equipment*** that is not accompanied by visible ***damage*** and requires replacement of one or more insured components of the ***covered equipment*** in order to restore it to its normal operation

Excluding
(a) the rebooting reloading or updating of software or firmware
(b) the incompatibility of ***covered equipment*** with any software or equipment installed introduced or networked within the previous 30 days
(c) the ***covered equipment*** being of insufficient size specification or capacity
(d) loss or ***damage*** caused by a ***cyber event***

Explosion

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

Hydroelectric installations

means 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

Hazardous substance

means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Manufacturing production or process equipment

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

Media

means all forms of electronic magnetic and optical tapes and discs for use in any ***computer equipment***

Portable computer equipment

means
(a) laptops palmtops and notebooks
(b) personal digital assistants (PDA's)
(c) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other ***portable computer equipment***
(d) removable satellite navigation systems
(e) digital cameras
(f) smart phones
owned by ***you*** or for which ***you*** are responsible

Service provider

means a business that ***you*** have hired under a written contract to perform services on ***your*** behalf in connection with the ***business***

Transit

means the loading unloading and movement of ***covered equipment*** other than by air or sea unless the sea transit is by roll-on/roll-off ferry

Cover

We will indemnify ***you*** in respect of ***damage*** to ***covered equipment*** arising from an ***accident*** happening during the ***period of insurance***

Exclusions

We shall not be liable for
(1) ***damage*** caused by or resulting from
(a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
(b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
But if ***damage*** from an ***accident*** results ***we*** shall be liable for that resulting ***damage***
(2) ***damage*** which is recoverable under a maintenance agreement warranty or guarantee
(3) ***damage*** caused by any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance but if ***damage*** from an ***accident*** results ***we*** shall be liable for that resulting ***damage***
(4) any loss or ***damage*** caused by a ***cyber event***
(5) any loss of or ***damage*** to data or ***media*** caused by
(a) programming error or programming limitation
(b) loss of data (other than as specifically provided for under any Reinstatement of Data and Computer Increased Costs of Working extension of cover)
(c) loss of access
(d) loss of use
(e) loss of functionality
(6) any claim cost or loss caused by or resulting from ***your*** commercial decision to stop trading or the decision of a ***service provider*** to stop or reduce trade with ***you*** or restrict their services

Basis of settlement

We will pay up to the value of ***covered equipment*** at the time of the ***damage*** or at ***our*** option repair reinstate or replace the ***covered equipment*** in accordance with the following

Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of ***covered equipment*** is to be calculated shall be the reinstatement of the ***covered equipment*** that is the subject of an ***accident***

For this purpose 'reinstatement' means
(a) the replacement of ***covered equipment*** that is the subject of an ***accident*** which provided ***our*** liability is not increased may be carried out
(i) in any manner suitable to ***your*** requirements
(ii) upon another site
(b) the repair or restoration of ***covered equipment*** that is the subject of an ***accident***

In the case of (a) or (b) to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special condition applicable to this memorandum

1 ***Our*** liability for the repair or restoration of ***covered equipment*** that is the subject of an ***accident*** shall not exceed the amount payable for replacement of the ***covered equipment***

2 No payment beyond the amount which would have been payable in the absence of this basis of settlement shall be made
   (a) unless reinstatement commences and proceeds without unreasonable delay
   (b) until the cost of reinstatement shall have been actually incurred

3 ***We*** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
   We shall not pay more than the sum insured in respect of any one of the items insured

4 All the terms and conditions of the policy shall apply
   (a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
   (b) where claims are payable as if this memorandum had not been incorporated

Limit of liability

Our liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of ***covered equipment*** nor in all the total sum insured subject to the maximum liability below

Maximum liability

The total amount ***we*** will pay in respect of this section shall not exceed

- £5,000,000 in any one period of insurance
- £500,000 any one ***accident*** for ***computer equipment***

If an initial ***accident*** causes other ***accidents*** all will be considered one ***accident***

All ***accidents*** that are the result of the same event will be considered one ***accident***

Extensions

The insurance provided by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

1 Away from premises

Damage from an ***accident*** to ***covered equipment***
(a) during transit anywhere in the ***geographical limits***
(b) temporarily removed from the ***premises*** to anywhere in the ***geographical limits***
   (i) whilst in ***your*** custody or control or
   (ii) for the purpose of repair replacement restoration service or modification
(c) for ***portable computer equipment*** at any location or in ***transit*** anywhere in the world

Limit in respect of (c)
£5,000 any one ***accident***

2 Reinstatement of data and Computer Increased Costs of Working

(A) Unless otherwise excluded ***we*** will pay the costs ***you*** incur in reinstating data that is lost or damaged as a consequence of an ***accident*** to ***covered equipment***

Providing that
(i) ***our*** liability is limited solely to the cost of reinstating data onto ***media***
(ii) ***we*** shall not be liable for loss or damage to software

Limit
£50,000 any one ***accident***

(B) In addition ***we*** will pay costs necessarily and reasonably incurred by ***you*** for the sole purpose of avoiding or diminishing the resulting interruption or interference to ***your*** computer operations

Limit
£50,000 any one ***accident***

3 Rental income

If the Rental income section of this policy is operative ***we*** will pay to ***you*** in respect of each item in the Rental income schedule the loss occurring during the indemnity period (as defined in the Rental income section) following an ***accident*** to ***covered equipment*** that results in the ***business*** being interrupted or interfered with

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event ***our*** maximum liability shall not exceed £100,000 any one period of insurance

Excluding
(1) any loss resulting from Extension 7 - Damage to own surrounding property
(2) any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on ***media*** nor for the costs incurred in so doing where ***you*** have not fully complied with the Special condition – Back-up records

4 Hazardous substances

Following an ***accident we*** will also pay the additional cost to repair or replace ***covered equipment*** which has been contaminated by a ***hazardous substance***

This includes any additional expenses incurred to clean up or dispose of such property

Limit
£10,000 any one ***accident***

5 Expediting expenses

Reasonable costs necessarily incurred by ***you*** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged ***covered equipment***

Limit
£20,000 any one ***accident***

6 Government and Public Authorities

(Including undamaged portions)

If in force the Government and Public Authorities extension of the Property damage section of this policy applies to ***covered equipment*** damaged as a result of an ***accident***

7 Damage to own surrounding property

We shall be liable for ***damage*** to property 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

Limit
£2,000,000 any one ***accident***

8 Hire of substitute item

If ***covered equipment*** is damaged as a result of an ***accident we*** shall be liable for the cost of hire charges actually incurred by ***you*** during the ***period of insurance*** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Limit
£10,000 any one ***accident***

9 Storage tanks and loss of contents

Damage caused by an ***accident*** to oil storage tanks or water tanks including connected pipework belonging to ***you*** or for which ***you*** are responsible at the ***premises***

In addition this extension covers loss of the contents of oil storage tanks caused by
(a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an ***accident***
(b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an ***accident*** including cleaning costs incurred as a result of such loss

Limit
£10,000 any one ***accident***

10 Debris removal

Following an ***accident*** to ***covered equipment we*** will pay the costs necessarily incurred for
(a) the removal of debris and
(b) the protection of the ***covered equipment***

Limit
£25,000 any one ***accident***

11 Repair costs investigation

We will pay the costs incurred with ***our*** prior written consent relating to repair investigations and tests by consulting engineers for ***damage*** to ***covered equipment*** following an ***accident***

We shall not be liable for costs incurred in preparing a claim under this policy

Limit
£25,000 any one ***accident***

12 Public relations costs

We will pay reasonable costs necessarily incurred by ***you*** with ***our*** prior written consent for the services of a professional public relations firm to assist ***you*** in creating and disseminating communications to

(a) the media
(b) the public
(c) ***your*** customers and clients

following a claim accepted under the Rental income extension

13 Additional access costs

If the Rental income section of this policy is operative ***we*** will pay reasonable costs necessarily incurred in order to gain access to repair or replace ***covered equipment*** following an ***accident***

Limit
£20,000 any one ***accident***

14 Energy efficiency improvements

We will pay the additional costs incurred with ***our*** prior written consent to replace the damaged ***covered equipment*** following an ***accident*** with similar equipment that is

(a) better for the environment
(b) safer and
(c) more efficient

than the ***covered equipment*** being replaced

Limit
25% of the new replacement cost of the damaged ***covered equipment*** or £25,000 whichever is less any one ***accident***

Special condition

Back up records

It is a ***condition precedent to liability*** that ***you*** must

(i) back up original data at least every 7 days and
(ii) maintain at least one generation of verified back-up computer records and
(iii) keep one copy off site (this may include cloud storage) and
(iv) take precautions to make sure that all data is stored safely

3 Rental income

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Annual rent receivable

means the ***rent receivable*** during the 12 months immediately before the date of the ***damage***

Computer equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to ***you*** or for which ***you*** are responsible

Damage

means unless stated otherwise in the schedule destruction or damage caused by those events which are insured by any corresponding section of this policy covering damage to property
For the purpose of this section the definition of ***damage*** shall also include explosion of any boiler or economiser on the ***premises***

Indemnity period

means the period beginning with the occurrence of the ***damage*** and ending not later than the expiry of the maximum indemnity period during which the results of the ***business*** are affected as a result of the ***damage***

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the ***premises***

Standard rent receivable

means the ***rent receivable*** during the period corresponding with the ***indemnity period*** in the 12 months immediately before the date of the ***damage*** proportionately increased where the maximum indemnity period exceeds 12 months

Cover

If any property used by ***you*** at the ***premises*** suffers ***damage*** during the ***period of insurance*** and as a result the ***business*** at the ***premises*** is interrupted or interfered with ***we*** will pay to ***you*** for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement

Material damage proviso

Provided that

(1) at the time of the ***damage*** there is insurance in force covering ***your*** interest in the property at the ***premises*** against ***damage*** and

(2) payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an ***excess***) and

(3) if the property damage insurance is not provided by ***us*** the claim would have been accepted under any corresponding section of this policy providing property damage cover had it been in force

Exclusions

We shall not be liable in respect of any loss resulting from interruption of or interference with the ***business*** carried on by ***you*** at the ***premises*** as a result of anything which is excluded under the Property damage section other than the consequential loss exclusion

Basis of settlement

Rent receivable items

(a) loss of ***rent receivable*** which is calculated as the amount by which the ***rent receivable*** during the ***indemnity period*** as a result of the ***damage*** falls short of the ***standard rent receivable***

(b) increased cost of working necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of ***rent receivable*** which but for that expenditure would have taken place during the ***indemnity period*** in consequence of the ***damage*** but not exceeding the amount of the reduction in ***rent receivable*** avoided occurring during the ***indemnity period*** and

less any sum saved during the ***indemnity period*** for such expenses of the ***business*** payable out of ***rent receivable*** which cease or are reduced as a result of the ***damage***

Provided that ***our*** maximum liability shall not exceed on each item of ***rent receivable*** 200% of the sum insured to take into account any rent reviews which would normally have taken place but for the occurrence of ***damage*** during the ***indemnity period***

Underinsurance
The amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate ***annual rent receivable*** or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months

Automatic reinstatement
In the absence of written notice by ***you*** or ***us*** to the contrary ***our*** liability shall not be reduced by the amount of any loss provided that ***you*** pay the appropriate additional premium for such automatic reinstatement of cover

Limit of liability

Our liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total ***our*** liability shall not exceed the total sum insured for all items unless expressly varied in this section

Memoranda

Alternative trading clause
If during the ***indemnity period*** the ***business*** is conducted elsewhere 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 rent will be taken into account in arriving at the ***rent receivable*** during the ***indemnity period***

Trends and variations clause
Adjustments shall be made to the figures representing the ***annual rent receivable*** and ***standard rent receivable*** that may be necessary to provide for the trend of the ***business*** and any other circumstances affecting the ***business*** either before or after the ***damage*** and which would have affected the ***business*** had the ***damage*** not occurred so that the adjusted figures represent as near as possible the results which would have been obtained during the relative period after the ***damage*** had the ***damage*** not occurred

Professional accountants' charges
Any details contained in ***your*** business books which are requested by ***us*** for the purpose of dealing with ***your*** claim can be produced by ***your*** professional accountants and their report shall be accepted as evidence of these details

We will pay to ***you*** the reasonable charges payable by ***you*** to ***your*** professional accountants for producing these details or any other information requested by ***us***

The sum of amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured

Payments on account
Payments on account will be made during the ***indemnity period***

Current cost accounting
Any adjustments implemented in current cost accounting shall be disregarded

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

72 hour provision
All individual losses arising out of and directly occasioned by the Insurable events of Storm Flood or Earthquake occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one ***excess*** will apply

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

Unoccupied or untenanted buildings
Where the ***buildings*** or any part of the ***buildings*** are ***unoccupied*** and ***damage*** occurs during the ***period of insurance our*** maximum liability will be the loss of estimated rental income during the period of the rebuilding or repair which will be calculated solely upon any tenancy agreement for such ***building*** which is in existence at the time of the ***damage*** occurring

Managing agents' charges
We will indemnify ***you*** for Managing agents' charges necessarily and reasonably incurred in connection with re-letting premises following insured loss under this section

Rent-free period
If there is a clause in the lease of the ***premises*** that allows a rent free period to the leaseholder then the definition of the ***indemnity period*** is amended to read as follows

Indemnity period

means the period beginning with the date on which but for the ***damage*** rent would have commenced to be received and ending not later than the expiry of the maximum indemnity period specified in the schedule during which the results of the ***business*** shall be affected in consequence of the ***damage***

Break clauses
This insurance shall not be prejudiced by any insurance or causality break clause in a lease that enables a lessee to determine the lease in the event of ***damage***

Buildings awaiting sale
If at the time of the ***damage you*** have contracted to sell ***your*** interest in the ***buildings*** or have accepted an offer in writing to purchase ***your*** interest in the ***buildings*** subject to contract and the sale is cancelled or delayed solely as a result of the ***damage*** provided that ***you*** make all reasonable efforts to complete the sale of the ***buildings*** as soon as practicable after the ***damage you*** may opt for the amount payable by ***us*** to be

(1) during the period prior to the date upon which but for the ***damage*** the ***buildings*** would have been sold the loss of rent being the actual amount of the reduction of ***rent receivable*** by ***you*** solely as a result of the ***damage***
(2) during the period commencing with the date upon which but for the ***damage*** the ***buildings*** would have been sold and ending with the actual date of sale or with the expiry of the maximum indemnity period if earlier the loss of interest being
    (a) the actual interest incurred on capital borrowed (solely to offset in whole or part the loss of use of the sale proceeds) for the purpose of financing the ***business*** the rate of interest not to be more than 4% above the London Interbank offered rate applying during the ***indemnity period*** and
    (b) the investment interest lost to ***you*** on any balance of the sale proceeds (after deduction of any capital borrowed provided under (a))

    less any amount of ***rent receivable***
(3) additional expenditure being
    (i) the expenditure necessarily and reasonably incurred solely as a result of the ***damage*** solely to avoid or minimise the loss payable under (1) or (2) above but not exceeding the amount of loss avoided by such expenditure
    (ii) the additional legal fees and other expenditure incurred solely following cancellation or delay as a result of the ***damage*** but not exceeding the amount equivalent to the expenditure incurred immediately prior to the ***damage***

Provided that
(a) the amount payable shall be adjusted to provide for any benefit ***you*** derive from cancellation of or delay in the sale so that it represents as nearly as may be practicable the actual loss ***you*** suffer
(b) in the event of underinsurance the amount payable shall be adjusted in accordance with the underinsurance memoranda
(c) the maximum amount payable for any item of rent under this section in any one period of insurance is £100,000

Extensions

The insurance cover provided by this section is extended to cover loss resulting from interruption of or interference with the ***business*** carried on by ***you*** at the ***premises*** as result of the following

Unless specifically stated otherwise these extensions do not increase ***our*** liability as stated in the Limit of liability paragraph to this section

1 Prevention of access - Damage

Access to or use of the ***premises*** being prevented or hindered by ***damage*** to neighbouring property

Excluding
(i) any loss covered under the Utilities extension
(ii) any period when access to the ***premises*** was not prevented or hindered

2 Prevention of access – Non Damage

(i) The prevention of access to or use of the ***premises*** occurring within a 1 mile radius of the ***premises*** by
    (a) the police or fire and rescue services due to an emergency which could endanger human life or neighbouring property or
    (b) bomb scare

Excluding
(i) any restriction of use of less than 4 hours
(ii) any period when access to the ***premises*** was not prevented
(iii) any loss due to food poisoning defective drains or other sanitary arrangements
(iv) any loss due to ***vermin***
(v) any loss due to adverse weather

Limit
£10,000 in the ***period of insurance***

Special conditions
(1) For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
(2) The maximum indemnity period under this extension will not exceed three months

3 Utilities

Damage at any of the following all within the ***geographical limits***
(a) generating station or sub-station of ***your*** electricity supplier
(b) land-based premises of ***your*** gas supplier or any directly linked natural gas producer
(c) water works or pumping station of ***your*** water supplier
(d) land-based premises of ***your*** telecommunications services provider

4 Food poisoning defective sanitation vermin or murder or suicide

The prevention or restriction of access to or closure of the ***premises*** on the order or advice of the Police Environmental Health or other similar enforcement agency as a direct consequence of

(a) any injury or illness sustained by any person arising from or traceable to food or drink provided at the ***premises***
(b) any accident causing defects in drains or other sanitary arrangements at the ***premises***
(c) any discovery of ***vermin*** at the ***premises***
(d) murder rape or suicide at the ***premises***

Provided that
(i) ***We*** shall only be liable for the loss arising at those ***premises*** which are directly affected by the occurrence discovery or accident
(ii) Extensions which deem ***damage*** at other locations to be ***damage*** at the ***premises*** shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit
Our liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of £100,000
or 25% of
(a) the sum insured by the items or
(b) the limit of ***our*** liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the ***premises*** are applied

5 Loss of attraction

Damage to buildings or other property in the immediate vicinity of the ***premises*** which has such an effect on the ***business*** at the ***premises*** that

(a) an agreement to lease the ***premises*** or any part of the ***premises*** in course of negotiation or review is avoided or amended and the ***rent receivable*** by ***you*** is reduced

(b) the turnover of any lessee's business is affected and rent receivable by ***you*** is reduced

Our liability for any one occurrence shall not exceed 10% of the sum insured or £250,000 whichever is the less

For the purposes of this extension the maximum indemnity period will not exceed three months

The following extensions increase the sums insured that apply but only to the extent stated

6 Additional increase in cost of working

Such further additional expenditure beyond that recoverable under paragraph (b) Basis of settlement Rent receivable items as ***you*** shall necessarily and reasonably incur during the ***indemnity period*** in consequence of the ***damage*** for the sole purpose of avoiding or diminishing the loss of ***rent receivable***

Limit
£25,000 in the ***period of insurance***

The schedule will show if further additional increase in cost of working cover applies

7 Reinstatement of data

Unless more specifically insured ***we*** will pay the costs necessarily and reasonably incurred by ***you*** in reinstating data that is lost or damaged as a consequence of ***damage*** to ***computer equipment*** at ***your premises***

Providing that ***our*** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

Exclusions

(i) ***We*** shall not be liable for any losses discovered later than 180 days after the loss occurred

(ii) Loss or damage to software

(iii) Costs more specifically described under the Computers - Increased cost of working extension

Limit
£25,000 in the ***period of insurance***

8 Computers - Increased cost of working

Unless more specifically insured ***we*** will pay costs necessarily and reasonably incurred by ***you*** for the sole purpose of avoiding or diminishing interruption or interference to ***your*** computer operations used in connection with ***your business*** as a consequence of ***damage*** to ***computer equipment*** at ***your premises***

Limit
£25,000 in the ***period of insurance***

9 Book debts

If following ***damage*** to ***your*** records at the ***premises you*** are unable to trace outstanding debit balances owed to ***you we*** will indemnify ***you*** for such loss as follows

(a) ***we*** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances

(b) ***we*** will pay additional expenditure incurred with ***our*** previous consent in tracing and establishing customers' debit balances after the ***damage***

(c) ***we*** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by ***us*** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal conditions of trade or from bad debts

Limit
£50,000 any one claim

Special condition

It is a ***condition precedent to liability*** under this extension that ***you*** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

10 Capital additions

Under the Rent receivable item following ***damage*** to
(a) alterations or additions to existing buildings or
(b) newly acquired property so far as it is not otherwise insured

anywhere in the ***geographical limits***

Provided that ***you*** undertake to give details of such extension of cover as soon as practicable (at no later than 6 monthly intervals) and to effect specific insurance and pay any additional premium that is required from inception of the cover

Limit
10% of the Rent receivable sum insured or £500,000 whichever is the less

11 Loss of investment income

Where following ***damage we*** are making payments for ***rent receivable*** and the payment ***we*** make to ***you*** is made later than the date upon which ***you*** would normally expect to receive such rent from the lessee ***we*** will pay the interest which ***you*** would have earned by placing the money in ***your*** normal deposit account on the earlier date

12 Managing agents' premises

The definition of ***premises*** is extended to include the premises of ***your*** Managing agents in respect of any irrecoverable losses suffered by ***you*** resulting from ***damage*** at such premises

Limit
£50,000 or 20% of the rent receivable sum insured whichever is the less

Special conditions applicable to this section

1. Premium adjustment clause

Sum insured basis

If ***your rent receivable*** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by ***your*** auditors for the financial year of the 12 months most closely corresponding with any period of insurance is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made for the difference

If any ***damage*** has occurred resulting in a claim the return premium will be for the difference in ***rent receivable*** which is not due to the ***damage***

2. Back up records

It is a ***condition precedent to liability*** that ***you*** must
(i) back up original data at least every 7 days and
(ii) maintain at least one generation of verified back-up computer records and
(iii) keep one copy off site (this may include cloud storage) and
(iv) take precautions to make sure that all data is stored safely

4 Terrorism

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Act of terrorism

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

Business interruption

means loss arising from interruption or interference with the ***business*** carried on by ***you*** at the ***premises*** as a result of damage to or destruction of ***property insured*** used by ***you*** at the ***premises*** for the purpose of the ***business***

Computer systems

means a computer or other equipment or component or system or item which processes stores transmits or receives ***data***

Data

means 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

means 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

means 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

means unauthorised access to any ***computer system*** whether ***your*** property or not

Losses

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of ***property insured*** in the ***territorial limits*** the proximate cause of which is an ***act of terrorism***

Nuclear installation

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

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. 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

means 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

means any access or attempted access to ***data*** made by means of misrepresentation or deception

Property

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
  a. a private dwelling house or
  b. self-contained unit insured as part of a block of units i.e. a block of flats

  unless such property
  i. is not insured in the name of a private individual
  ii. is insured in the name of a ***sole trader*** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
  iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by ***us***) of the whole of such building

2. property including fine art collections which are the subject of
  a. a trust of any kind or
  b. an executorship of a will

  and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will

3. 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***

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

Property insured

means ***property*** which is insured under other sections of this policy

Sole trader

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from ***property insured***

Territorial limits

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

Virus or similar mechanism

means 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

This 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

Cover

We will pay ***you*** for

1. damage to or the destruction of ***property***
2. ***business interruption*** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of ***property***

as insured by any other section of this policy occasioned by or happening through or in consequence of an ***act of terrorism*** within the ***territorial limits***

Provided always that the insurance by this section is

1. not subject to
  a. any of the General exclusions of this policy
  b. any long term agreement or undertaking which may otherwise apply
  c. any terms in this policy which provide for adjustments of premium

2. subject
   a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
   b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy
   Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
      i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
      ii. the renewal premium due in respect of this section has been received by ***us***

Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the ***property insured*** or ***business interruption*** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most ***we*** will pay for any one ***event*** is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the ***excess***

The ***excess*** applicable to losses under this Terrorism section shall be equal to the ***excess*** applied in respect of the risk of fire and/or explosion under the other sections of this policy

Exclusions

We will not be liable for any losses whatsoever

1. occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. arising under
   a. marine aviation and transit policies
   b. motor insurance policies
   c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
   a. damage to or the destruction of any ***computer system*** or
   b. any alteration modification distortion erasure or corruption of ***data***

   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***

Extension for act of terrorism triggered by remote digital interference

Definitions specific to this extension

Property/Property insured

means as defined in this section but also excludes for the purposes of this extension

a. any money (including money as defined in any Money (or Money with assault) section of this policy) 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
a. any ***data***

Specific events

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any ***computer system***

Exclusion **3.** will not apply to ***losses*** provided that such ***losses***

1. result directly (or solely as regards **3. c.** below indirectly) from ***specific events*** and
2. are not proximately caused by an ***act of terrorism*** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and

3. comprises
   - **a.** the cost of reinstatement replacement or repair in respect of damage to or destruction of ***property insured*** or
   - **b.** the amount of ***business interruption*** or book debts suffered directly by ***you*** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of ***property insured*** or as a direct result of denial prevention or hindrance of access to or use of the ***property insured*** by reason of an ***act of terrorism*** causing damage to or destruction of other ***property*** within one mile of the ***property insured*** to which access is affected or
   - **c.** the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of ***property*** and any additional costs or charges reasonably and necessarily paid by ***you*** to avoid or diminish such loss

Notwithstanding the exclusion of ***data*** from ***property*** and ***property insured*** to the extent that damage to or destruction of ***property*** and ***property insured*** within the meaning of sub-paragraph **1.** above indirectly results from any alteration modification distortion erasure or corruption of ***data*** because the occurrence of one or more ***specific events*** results directly or indirectly from any alteration modification distortion erasure or corruption of ***data*** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such ***property*** and ***property insured*** and otherwise falling within sub-paragraphs **1.** and **3.** above from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of ***data*** be recoverable under this Terrorism section

Condition

If ***we*** allege that any other loss is not covered by this section the burden of proving that such loss is covered shall be upon ***you***

Notwithstanding the above the burden of proof shall be upon ***us*** to prove or establish all the matters referred to in sub-paragraph **2.** of the Extension for act of terrorism triggered by remote digital interference

5 Liabilities

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Act of terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Business

means as defined in the General Definitions including

(a) the routine repair maintenance and decoration of the ***premises***

(b) private work undertaken with ***your*** consent by any ***employee*** for any director partner or ***employee*** of ***yours***

but this does not include any work undertaken ***offshore***

Clean up costs

means the costs incurred by

(a) a government agency or regulatory body

(b) ***you*** with ***our*** prior written consent where a government agency or regulatory body would have required remediation

in carrying out action to curtail or minimise or remediate a ***sudden pollution or contamination incident*** in respect of which ***you*** are legally responsible

Computer system

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Cyber act

means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any ***computer system***

Cyber incident

means

(a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any ***computer system*** or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any ***computer system***

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a ***computer system***

Data protection legislation

means the Data Protection Act 2018

Employed person

means

(a) any ***employee***

(b) the following while under ***your*** direct control and supervision

(i) self-employed persons

(ii) any person employed by labour only sub-contractors

(iii) labour masters and persons supplied by them

(iv) any person supplied to or hired or borrowed by ***you*** or on ***your*** behalf

(v) any person undertaking work experience training study or exchange schemes

Employee(s)

means any person under a contract of service or apprenticeship with ***you***

Event(s)

means one occurrence or series of occurrences arising from or attributable to one source or original cause

Injury

means bodily injury death disease or illness

Legal costs

means

(a) claimant's costs and expenses which ***you*** are legally liable to pay in connection with any claim which is or may be the subject of cover under this section of the policy

(b) the cost of legal representation at any coroner's inquest or inquiry in respect of any death

(c) the costs of legal representation at

  (i) proceedings brought against the ***Insured*** any director trustee partner or ***employed person*** of the ***Insured*** in any court arising out of any alleged breach of statutory duty in respect of ***injury*** which may be the subject of indemnity under this section of the policy including the defence of any criminal proceedings for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 or breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

  (ii) any appeal against conviction in proceedings mentioned in (i) provided that in the opinion of counsel appointed by mutual consent such appeal is more likely to succeed than not

  incurred with ***our*** prior written consent

(d) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with ***our*** prior written consent

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Pollution or contamination

means pollution or contamination of buildings or other structures or of water land or the atmosphere

Products

means goods (including containers and packaging) not in ***your*** custody or control sold supplied installed erected serviced repaired altered or treated by ***you*** in connection with the ***business***

Property

means material property

Sudden pollution or contamination incident

means ***pollution or contamination*** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in the ***geographical limits*** during the ***period of insurance***

You/your/yours

means

(a) the ***Insured*** named in the schedule

(b) ***your*** personal representatives in respect of legal liability incurred by ***you***

(c) at ***your*** request

  (i) any principal for whom ***you*** are carrying out a contract but only to the extent that is required by the conditions of contract

  (ii) any director trustee partner or ***employed person*** of ***yours***

  in respect of liability for which ***you*** would have been entitled to indemnity had the claim been made against ***you***

(d) any officer or member of ***your*** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such

(e) any director trustee partner or ***employee*** of ***yours*** in respect of private work carried out with ***your*** prior consent by an ***employed person*** for such director trustee partner or ***employee***

Cover 1 – Employers' liability

Cover

We will indemnify ***you*** against ***your*** legal liability to pay damages and ***legal costs*** arising out of ***injury*** to an ***employed person*** caused during the ***period of insurance***

(a) within the ***geographical limits***
or
(b) while temporarily outside these territories

in connection with the ***business***

This insurance complies with the provisions of any law enacted in the ***geographical limits*** relating to the compulsory insurance of liability to employees

Employers' liability exclusions

No indemnity will be provided

(a) for legal liability for which compulsory motor insurance or security is required under any road traffic legislation
(b) in respect of
  - (i) fines or penalties
  - (ii) any compensation awarded by a court of criminal jurisdiction
  - (iii) fees for intervention payable under the Health and Safety (Fees) Regulations 2012
  - (iv) the costs of appeal against any improvement or prohibition notices

Limit of liability

Legal costs are included within the limit of indemnity

The total amount ***we*** will pay in respect of

(a) any one ***event*** shall not exceed the limit of indemnity shown in the schedule
(b) any one ***event*** which is directly or indirectly caused by results from or is in connection with an ***act of terrorism*** shall not exceed £5,000,000
(c) all ***events*** happening during the ***period of insurance*** in respect of the cost of representation in the defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £5,000,000

Where ***we*** are liable to indemnify more than one person the total amount payable in respect of damages and ***legal costs*** shall not exceed the limit of indemnity shown in the schedule

Employers' liability extensions

Each of the following is subject to the terms of the policy

1 Unsatisfied court judgements

Where a judgement for damages has been obtained

(a) by one of ***your employees*** or their personal representatives in respect of ***injury*** of the ***employee*** caused during any period of insurance and which arises out of and in the course of their employment with ***you*** in the ***business***
(b) in any court situated within the ***geographical limits***
(c) against any company or individual operating from premises within the ***geographical limits***
(d) which remains unsatisfied in whole or in part 6 months after the date of the judgement

we will at ***your*** request pay to the ***employee*** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to ***us*** by the ***employee*** or their personal representatives

2 Compensation for court attendance

If ***we*** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy ***we*** will provide ***you*** with the following rates of compensation for each day on which attendance is required

Limit
Any of ***your*** directors trustees or partners £500
Any ***employed person*** £250

Cover 2 – Public liability

Cover

We will indemnify ***you*** against ***your*** legal liability to pay damages and ***legal costs*** arising out of

(a) accidental ***injury*** of any person

(b) accidental ***damage*** to ***property***

(c) nuisance trespass to land trespass to goods or interference with any easement right of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by ***you*** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural consequence of the ordinary conduct of ***your business***

(d) wrongful arrest or false imprisonment

happening during the ***period of insurance*** and caused in connection with the ***business***

Public liability exclusions

No indemnity will be provided

(1) for any liability connected with any error or omission in the provision of professional services

(2) for legal liability in respect of ***injury*** to any ***employed person*** arising out of and in the course of their employment with ***you*** in connection with the ***business***

(3) for legal liability arising from ***damage*** to ***property*** which is owned or held in trust by ***you*** or which is in ***your*** custody or control other than

(a) personal effects including vehicles and their contents belonging to residents ***employees*** directors trustees partners or visitors

(b) premises and their contents not owned by leased or rented by ***you*** at which ***you*** are undertaking work in connection with the ***business***

(c) premises including fixtures and fittings hired by or leased rented or borrowed by ***you*** but ***we*** shall not be liable for

(i) the first £250 of any ***damage*** other than caused by fire or explosion

(ii) any liability arising solely under the terms of any contract or agreement

(iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings

(4) for legal liability arising from ownership possession or use by ***you*** or on ***your*** behalf of

(a) any mechanically propelled vehicle other than ***your*** legal liability in respect of

(i) the use of plant as a tool of trade on site

(ii) the use of plant at ***your*** premises

(iii) the loading or unloading of any vehicle

(iv) the movement of any vehicle not belonging to ***you*** which is interfering with the execution of the ***business***

except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation

(b) for legal liability arising from ownership possession or use by ***you*** or on ***your*** behalf of any craft designed to travel in on or through water air or space other than ***your*** legal liability in respect of any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast

(5) for legal liability arising directly or indirectly from ***pollution or contamination*** unless the ***pollution or contamination*** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the ***period of insurance***

All ***pollution or contamination*** which arises out of one incident shall be deemed by ***us*** to have occurred at the time such incident takes place

(6) for any liability arising from the sale or supply of any ***products*** but this exclusion shall not apply to the disposal of furniture furnishings and office equipment originally used in connection with the ***business*** and which is no longer required for that purpose providing that these are not exported to the United States of America or Canada

The total amount ***we*** will pay in respect of damages for all ***events*** happening during any period of insurance caused by the disposal of such furniture furnishings and office equipment shall not exceed the limit of indemnity shown in the schedule

(7) the costs of remedying any defect or alleged defect in premises which ***you*** have disposed of

(8) (a) fines or penalties
   (b) liquidated damages
   (c) any compensation awarded by a court of criminal jurisdiction
   (d) multiplied aggravated exemplary or punitive damages
   (e) fees for intervention payable under the Health and Safety (Fees) Regulations 2012
   (f) the costs of appeal against any improvement or prohibition notices

(9) for any legal liability caused by or arising from any work undertaken outside of the ***geographical limits*** but this exclusion shall not apply to
   (a) the supervision or execution of any manual work undertaken within the European Union
   (b) non-manual work undertaken in any country provided the Foreign & Commonwealth Office has not advised against all travel or all but essential travel

(10) for legal liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of ***asbestos***
However this shall not apply where removing handling or disposing of ***asbestos*** does not form part of ***your*** usual business or any contract work undertaken and
   (a) ***you*** have complied with any legal obligations to manage ***asbestos*** and
   (b) any discovery of ***asbestos*** by ***you*** is unintentional and accidental and
   (c) whereupon discovery of ***asbestos*** all work immediately stops and
   (d) a HSE licensed asbestos removal contractor is employed if legally required to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public liability insurance in force which provides limits of indemnity no less than those provided by ***your*** policies and which do not exclude the work to be carried out

Limit of liability

Legal costs are payable in addition to the limit of indemnity except for claims which are brought within the legal jurisdiction of the United States of America or Canada where ***legal costs*** are included within the limit of indemnity

The total amount ***we*** will pay in respect of

(1) any one ***event*** shall not exceed the limit of indemnity shown in the schedule
(2) all ***events*** happening during the ***period of insurance*** in respect of ***products*** shall not exceed the Public liability limit of indemnity shown in the schedule
(3) all incidents arising from ***pollution or contamination*** which ***we*** deem to have occurred during the ***period of insurance*** shall not exceed the limit of indemnity shown in the schedule
(4) any one ***event*** which is directly or indirectly caused by results from or is in connection with an ***act of terrorism*** shall not exceed the Public liability limit of indemnity shown in the schedule or £10,000,000 whichever is the less
(5) all ***events*** happening during the ***period of insurance*** in respect of the cost of representation in defence of criminal proceedings or at any appeal against conviction and all other costs and expenses for any offence defined in the Corporate Manslaughter and Corporate Homicide Act 2007 shall not exceed £5,000,000

Where ***we*** are liable to indemnify more than one person the total amount payable in respect of damages and ***legal costs*** shall not exceed the limit of indemnity shown in the schedule

Public liability extensions

Unless specifically stated otherwise these extensions do not increase ***our*** liability as stated in the Limit of liability paragraph to this cover

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If the ***Insured*** consist of more than one party ***we*** will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each

Provided that the maximum amount payable in respect of damages shall not exceed the limit of indemnity

2 Contingent motor liability

Notwithstanding exclusion (4) regarding vehicles ***we*** will indemnify the ***Insured*** in respect of legal liability arising out of the use by any ***employee*** in the course of the ***business*** of any mechanically propelled vehicle which is neither owned by nor provided by the ***Insured***

We will not provide any indemnity
(a) in respect of ***damage*** to such vehicle or any ***property*** conveyed therein
(b) arising while the vehicle is being driven by the ***Insured***
(c) in respect of circumstances where the ***Insured*** or any person seeking indemnity are entitled to indemnity under any other insurance
(d) in respect of legal liability arising outside the ***geographical limits***

3 Data protection

We will indemnify ***you*** against ***your***
(a) legal liability to pay damages and ***legal costs*** for material and non-material damage
(b) defence costs and prosecution costs awarded against ***you*** in any prosecution
resulting from any breach or alleged breach of ***data protection legislation*** happening during the ***period of insurance*** arising out of the conduct of ***your business***

We will not provide any indemnity in respect of
(i) the payment of fines penalties punitive or exemplary damages
(ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
(iii) liability arising from or caused by a deliberate or intentional act or omission by ***you***
(iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to ***you*** at the inception of this extension
(v) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for ***data protection legislation*** on the basis of an indemnity for claims made during the ***period of insurance*** and in the event that a claim is first made against ***you*** in the ***period of insurance*** in respect of ***data protection legislation*** then the indemnity provided by this extension is extended to indemnify ***you*** provided that ***we*** shall not be liable for
(1) claims not insured by this extension
(2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount ***we*** will pay in respect of
(a) shall not exceed £1,000,000 any one claim and in the aggregate any one period of insurance
(b) shall not exceed £100,000 any one claim and in the aggregate any one period of insurance

4 Defective Premises Act

We will indemnify the ***Insured*** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by ***you***

We will not provide any indemnity in respect of the cost of remedying any defect or alleged defect in the premises disposed of

5 Overseas personal liability

We will indemnify ***you*** for personal liability for ***injury*** or ***damage*** arising other than in connection with the ***business*** or any business of the person claiming indemnity while such persons are temporarily outside the ***geographical limits*** in connection with the ***business***

No indemnity will be provided by this extension
(i) for any liability which attaches solely because of a contract
(ii) arising out of the ownership or occupation of land or buildings
(iii) where indemnity is provided by any other insurance
(iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
(v) arising from any electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount ***we*** will pay for damages for any one ***event*** is the limit of indemnity as stated in the schedule or £5,000,000 whichever is the less

6 Legionellosis

Definition specific to this extension

Retroactive date

means the retroactive date for this extension which is shown on the schedule

If no retroactive date is shown on the schedule this shall be the date of inception of this extension

The insurance provided by this extension is on a claims made basis inclusive of ***legal costs*** subject to
(a) cover being operative solely at the ***premises***
(b) the ***retroactive date***

We will indemnify ***you*** against ***your*** legal liability to pay damages and ***legal costs*** in respect of accidental ***injury*** caused by Legionellosis arising out of the ***business***

Provided that this indemnity only applies to
(i) any claim which is first made in writing to ***you*** during the ***period of insurance***
(ii) any incident which has caused or alleged to have caused ***injury*** or can be reasonably expected to give rise to a claim

and which is notified to ***us*** within the ***period of insurance*** or within 30 days of its expiry

The most ***we*** will pay in respect of any one claim and in the aggregate for all claims inclusive of ***legal costs*** in any one period of insurance is £1,000,000 (or any other limit as shown in the schedule)

All claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be deemed to be made in the period of insurance when
(1) the first claim was first made in writing to ***you*** and notified to ***us***
(2) the first notification of the circumstances was first made to ***us***

Exclusions

The indemnity will not apply to legal liability
(i) arising out of or in connection with any ***products*** supplied by ***you*** or contract work executed by ***you***
(ii) arising from or in connection with any advice design or specification provided by ***you***
(iii) in respect of Legionellosis which commenced prior to the ***retroactive date***

7 Clean-up costs

Notwithstanding exclusion (5) in the event of a ***sudden pollution or contamination incident we*** will indemnify ***you*** in respect of
(a) ***clean up costs*** arising solely under a statutory provision that operates in any part of the ***geographical limits***
(b) ***legal costs*** in relation to any matter which may form the subject of indemnity under this extension incurred with ***our*** prior written consent
(c) ***legal costs*** incurred with ***our*** prior written consent in any appeal against any statutory notice served or to be served upon ***you*** by any enforcing authority for any enforcement action which would be the subject of indemnity under this extension

No indemnity will be provided for costs (including ***clean-up costs***)
(i) incurred in achieving any improvement betterment or alteration in any original property
(ii) for remedial action carried out or in relation to property which at the time of the ***sudden pollution or contamination incident*** giving rise to such legal liability is owned by or held in trust by ***you*** or in ***your*** custody or control
(iii) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat
(iv) arising out of a genetically modified organism
(v) comprising the first 10% of ***clean-up costs*** and ***legal costs*** arising out of any one ***sudden pollution or contamination incident*** subject to a minimum contribution by ***you*** of £2,500 and a maximum contribution of £25,000
(vi) arising solely from ***your*** liability under legislation operating in any part of Great Britain or Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009

Provided that
(1) all ***pollution or contamination*** which arises out of one ***sudden pollution or contamination incident*** shall be deemed by ***us*** to have occurred at the time such incident takes place

(2) all costs covered under this extension will form part of and not exceed the limit of indemnity shown in the schedule for all incidents considered by ***us*** to have occurred during the ***period of insurance*** in respect of ***pollution or contamination***

Limit
The total amount payable under this extension shall not exceed £1,000,000 in respect of all ***clean-up costs*** and ***legal costs*** for all incidents occurring during the ***period of insurance***

8 Financial loss

Definition specific to this extension

Retroactive date

means the retroactive date for this extension which is shown on the schedule

If no retroactive date is shown on the schedule this shall be the date of inception of this extension

This extension covers only those losses which arise from claims made against ***you*** during the ***period of insurance*** inclusive of ***legal costs***

We will indemnify ***you*** against ***your*** legal liability (other than arising under contract) incurred in connection with the ***business*** to pay damages and ***legal costs*** in respect of financial loss arising out of any claim

Provided that the indemnity only applies to
(a) any claim which is first made against ***you*** during the ***period of insurance***
(b) any financial loss sustained within the ***geographical limits***
and which is notified to ***us*** within the ***period of insurance*** or within 30 days of its expiry

Excluding
(i) the first 10% or £2,500 whichever is the greater of each claim arising from one ***event***
(ii) liability arising from
 (a) financial loss sustained by any ***employed person*** arising out of and in the course of their employment with ***you*** in connection with the ***business***
 (b) ***injury*** of any person
 (c) ***damage*** to property
 (d) nuisance trespass to land trespass to goods or interference with any easement of air light water or way
 (e) any act of fraud or dishonesty by ***you*** or any of ***your*** directors trustees or partners
 (f) or caused by a deliberate or intentional act by or omission of any person entitled to indemnity
 (g) defamation injurious falsehood passing off or infringement of any intellectual property rights
 (h) any breach or alleged breach of anti-trust laws
 (i) any reciprocal arrangement for the storage or processing of computer data or use of computer facilities
(iii) liability to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
(iv) liability arising out of or in connection with any delays strikes or labour disturbances
(v) liability arising out of any cause happening before the ***retroactive date***
(vi) liability arising from any loss of or damage to ***data***

The most ***we*** will pay in the aggregate for all claims inclusive of ***legal costs*** in any one period of insurance is £250,000 (or any other limit shown in the schedule)

9 Compensation for court attendance

If ***we*** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy ***we*** will provide ***you*** with the following rates of compensation for each day on which attendance is required

Limit
Any of ***your*** directors trustees or partners £500
Any ***employed person*** £250

Cover 3 – Prosecution defence costs

We will subject to the limit of indemnity indemnify ***you*** in respect of
(a) legal costs and expenses incurred with ***our*** written consent
(b) costs awarded against ***you***

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
(i) the Health & Safety at Work etc. Act 1974
(ii) Part II of the Consumer Protection Act 1987
(iii) the Food Safety Act 1990

alleged to have been committed during the ***period of insurance*** in connection with the ***business***

We will not provide any indemnity
(a) where indemnity is provided by any other insurance
(b) in circumstances where ***injury*** or ***damage*** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
(c) in respect of
    (i) fines or penalties
    (ii) liquidated damages
    (iii) any compensation awarded by a court of criminal jurisdiction
    (iv) multiplied aggravated exemplary or punitive damages
    (v) fees for intervention payable under the Health and Safety (Fees) Regulations 2012
    (vi) the costs of appeal against any improvement or prohibition notices
(d) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
(e) where the proceedings have resulted from any deliberate act or omission by
    (i) ***you*** or any director trustee or partner of ***yours***
    (ii) any ***employed person*** of ***yours*** who has specific responsibility for compliance with the above legislation

    which could reasonably have been expected to constitute a breach of the above legislation

The total amount ***we*** will pay in respect of any one claim shall not exceed £500,000

Condition applying to all cover

Adjustment of premium

If any part of the premium has been calculated on estimates ***you*** shall within 30 days from the expiry of each period of insurance supply to ***us*** such information as ***we*** may require

The premium for such period will be adjusted and the difference paid by or allowed to ***you*** subject to any minimum premium

Liabilities section cyber exclusion

No indemnity will be provided in respect of any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any ***cyber act*** or ***cyber incident*** including but not limited to any action taken in controlling preventing suppressing or remediating any ***cyber act*** or ***cyber incident*** regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and ***legal costs*** resulting from
(i) statutory liability under the Employers' Liability cover
(ii) liability caused by or arising out of a ***cyber act*** or a ***cyber incident*** that results in ***injury*** to third parties or physical damage to third party ***property***
(iii) liability arising under the Data Protection extension

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any ***data*** including any amount pertaining to the value of such ***data*** is not covered and is not considered as physical loss or damage for the purposes of this exclusion

6 Legal expenses

The schedule will show if this section applies and the cover in force

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged through DAS Legal Expenses Insurance Company Limited (DAS).

We are responsible for paying any claims under this section but DAS manage all claim matters and correspondence on our behalf.

If you wish to speak to DAS about a legal problem or make a claim, please phone:

0345 268 9124

DAS will ask you about your legal issue and if necessary call you back to deal with your query.

The legal advisers will help you to understand what your legal rights are, what course of action can be taken and whether the issue could be covered under this policy. It is important that you call the legal advice service as soon as possible, as it may improve your chances of a successful outcome, or mitigate matters from progressing further.

The online information and tools are also useful in helping you to resolve your legal issue.

Reporting a claim

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

To report your claim, use the online tool at www.dasinsurance.co.uk or call DAS on **0345 268 9124**, available 24 hours a day, 7 days a week. Have your reference number TS5/6764925 ready and DAS will ask you about your claim.

In the days after reporting the claim, DAS' claims handlers will check if your claim is covered by this section of the policy, and will decide on the best course of action for you. This may include directing you to the legal advice helpline or online tools (if you have not already used them for your legal issue), submitting the claim under a different section of your policy, or perhaps registering a complaint with the person you want to claim against. If it is best to deal with the matter as a legal claim, DAS will send it to a lawyer who specialises in your type of claim.

The lawyer will assess your case and tell you how likely it is you will win. If you are more likely than not to win, the lawyer will manage the case from start to finish.

Determining your likelihood of winning is important, in order to ensure that the court does not consider your claim to be a waste of resources and to safeguard you against having to pay damages to the other side as a result of pursuing a claim that you are likely to lose.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions you may have when they receive your claim. Alternatively you can visit **www.dasinsurance.co.uk/how-to-make-a-claim**

DAS Legal Expenses Insurance Company Limited
DAS Parc,
Greenway Court,
Bedwas,
Caerphilly,
CF83 8DW

Registered in England and Wales, company number 103274. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Website: www.dasinsurance.co.uk

DAS Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS).

When you purchase and use this policy, DAS will process personal information about you, and anyone else whose details are provided to them to provide you with a service or a claim.

DAS will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at **https://www.dasinsurance.co.uk/legal/privacy-statement**. Alternatively, you can make a request for a printed copy to be sent to you by contacting **dataprotection@das.co.uk**.

Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Appointed representative

means the ***preferred law firm*** law firm tax consultancy accountant or other suitably qualified person ***DAS*** appoint to act on the ***insured person's*** behalf in accordance with the terms of this section

Charity Commission enquiry / enquiries

means an investigation carried out by the Charity Commission into the ***Insured's*** business accounts

Costs and expenses

means

(1) All reasonable proportionate and necessary costs chargeable by the ***appointed representative*** and agreed by ***DAS*** in accordance with the ***DAS Standard Terms of Appointment***

(2) The costs incurred by opponents in civil cases if the ***insured person*** has been ordered to pay them or the ***insured person*** pays them with the agreement of ***DAS***

Countries covered

means

For ***insured events*** 2 – Legal defence (excluding 2(e) - Legal defence Formal investigations and disciplinary hearings and 2(f) Legal defence - Legal defence Statutory notice appeals) and insured event 4(b) - Property protection and personal injury - Personal injury

The United Kingdom of Great Britain and Northern Ireland the European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Monaco Montenegro North Macedonia Norway San Marino Serbia Switzerland and Turkey

For all other ***insured events***

The United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

DAS

means DAS Legal Expenses Insurance Company Limited

DAS Standard Terms of Appointment

means the terms and conditions (including the amount ***we*** will pay to an ***appointed representative***) that apply to the relevant type of claim which could include a conditional fee agreement (no win no fee)

Where a law firm is acting on the ***Insured's*** behalf the amount ***we*** will pay is currently £100 per hour

This amount may vary from time to time

Date of occurrence

means

(1) For civil cases (other than as specified under (3) to (8) below) the date of the event that leads to a claim

If there is more than one event arising at different times from the same originating cause the ***date of occurrence*** is the date of the first of these events

(This is the date the event happened which may be before the date the ***Insured*** or an ***insured person*** first became aware of it)

(2) For criminal cases the date the ***insured person*** began or is alleged to have begun to break the law

(3) For ***insured event*** 2(e) – Legal defence Formal investigations and disciplinary hearings the date when an ***insured person*** first became aware of the investigation or disciplinary hearing against them

(4) For ***insured event*** 2(f) - Legal defence Statutory notice appeals the date when the ***insured person*** is issued with the relevant notice and has the right to appeal

(5) For ***insured event*** 3 – Statutory licence appeal the date when the ***Insured*** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of or refuse to renew or cancel the ***Insured's*** licence or mandatory registration or British Standard Certificate of Registration

(6) For ***insured event*** 5(a) – Tax protection for ***tax enquiries*** the date when HM Revenue & Customs or the relevant authority first notifies the ***Insured*** of its intention to carry out an enquiry

(7) For ***insured event*** 5(b) – Tax protection for ***Charity Commission enquiries*** the date the ***Insured*** receives notification from the Charity Commission that they are to conduct an investigation

(8) For ***insured events*** 5(c) and (d) - Tax protection for ***VAT disputes*** or ***employer compliance disputes*** the date the dispute arises during the ***period of insurance*** following the issue of an assessment written decision or notice of a civil penalty

Employer compliance dispute(s)

means a dispute with HM Revenue & Customs concerning the ***Insured's*** compliance with Pay As You Earn Social Security Construction Industry or IR35 legislation and regulations

Insured event(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured person

means

(1) the ***Insured*** and the directors trustees partners managers employees and volunteers of the ***Insured***

(2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying

(3) A person contracted to perform work for the ***Insured*** who works for them on the same basis as their employees and performs that work under their supervision and direction

Limit of indemnity

means the most ***we*** will pay in ***costs and expenses*** and any compensation awards payable by ***us*** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the schedule for this amount

The most ***we*** will pay for the total of all compensation awards in respect of employment disputes in any one ***period of insurance*** shall not exceed £1,000,000

This aggregate limit will form part of and not be in addition to the ***limit of indemnity***

Period of insurance

means the period for which ***we*** have agreed to cover the ***Insured***

Preferred law firm

means a law firm barrister or tax expert ***DAS*** choose to provide legal or other services

These specialists are chosen as they have the proven expertise to deal with the ***insured person's*** claim and must comply with ***DAS'*** agreed service standard levels which they audit regularly

They are appointed according to the ***DAS Standard Terms of Appointment***

Reasonable prospects

means

(1) For civil cases the prospects that the ***insured person*** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that ***DAS*** have agreed to including an enforcement of judgment) or make a successful defence must be at least 51%

A ***preferred law firm*** or tax consultancy on ***DAS'*** behalf will assess whether there are ***reasonable prospects***

(2) For criminal cases there is no requirement for there to be prospects of a successful outcome

(3) For civil and criminal appeals the prospects of a successful outcome must be at least 51%

Tax enquiry(ies)

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

(1) includes a request to examine any aspect of the ***Insured's*** books and records or

(2) advises of a check of the ***Insured's*** whole tax return

VAT dispute(s)

means a dispute with HM Revenue & Customs following the issue of an assessment written decision or notice of a civil penalty relating to the ***Insured's*** VAT affairs

Cover

We will indemnify the ***Insured*** (or where specified the ***insured person***) in respect of any ***insured event*** shown as included in the schedule arising in connection with the ***business*** subject to the terms conditions exclusions and limitations set out in this policy provided that

(a) ***reasonable prospects*** exist for the duration of the claim

(b) the ***date of occurrence*** of the ***insured event*** is
  (i) during the ***period of insurance*** or
  (ii) during the currency of a previous equivalent legal expenses insurance policy provided that
    - the previous legal expenses insurance policy required the ***Insured*** to report claims during its currency
    - the ***Insured*** could not have notified a claim previously as they could not have reasonably been aware of the ***insured event***
    - cover has been continuously maintained in force
    - any claim that should have been reported under a previously operative legal expenses insurance policy will not be covered by ***us*** and
    - the available ***limit of indemnity*** shall be limited to the lesser of the sums payable under this or the ***Insured's*** previous policy and

(d) the ***insured event*** happens within the ***countries covered*** and

(e) any legal proceedings or investigation will be dealt with by a court or other body which ***DAS*** agree to within the ***countries covered***

What we will pay

We will pay an ***appointed representative*** on the ***Insured's*** behalf ***costs and expenses*** incurred following an ***insured event*** and any compensation awards that ***DAS*** has agreed to provided that

(1) the most ***we*** will pay for ***costs and expenses*** and compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is shown as the ***limit of indemnity*** in the policy schedule

(2) the most ***we*** will pay in ***costs and expenses*** is no more than the amount ***we*** would have paid to a ***preferred law firm*** or tax consultancy
The amount ***we*** will pay a law firm (where acting on the ***Insured's*** behalf) is currently £100 per hour - this amount may vary from time to time

(3) in respect of an appeal or the defence of an appeal the ***Insured*** must tell ***DAS*** within the time limits allowed that they want to appeal
Before ***we*** pay the ***costs and expenses*** for appeals ***DAS*** must agree that ***reasonable prospects*** exist

(4) in respect of an enforcement of judgment to recover money and interest due to the ***Insured*** after a successful claim under this section of the policy ***DAS*** must agree that ***reasonable prospects*** exist

(5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most ***we*** will pay in ***costs and expenses*** is the value of the likely award

(6) in respect of ***insured event*** 2(g) – Legal defence Jury service and court attendance the maximum ***we*** will pay is the ***insured person's*** net salary or wages for the time that they are attending court or tribunal less any amount the ***Insured*** court or tribunal pays
We will also reimburse the ***Insured*** for net salary or wages that they have paid the ***insured person*** for that time less any amount they have been paid by or can recover from the court or tribunal

What we will not pay

(1) In the event of a claim if the ***Insured*** decides not to use the services of a ***preferred law firm*** or tax consultancy the ***Insured*** will be responsible for any costs that fall outside the ***DAS Standard Terms of Appointment*** and these will not be paid by ***us***

(2) If the ***Insured*** is registered for VAT ***we*** will not pay the VAT element of any ***costs and expenses***

(3) The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT)
If the ***Insured*** is using a ***preferred law firm*** the ***Insured*** will be asked to pay this within 21 days of their claim having been assessed as having ***reasonable prospects***

If the ***Insured*** is using their own law firm this will be within 21 days of their appointment (following confirmation the claim has ***reasonable prospects***) If the ***Insured*** does not pay this amount the cover for the claim could be withdrawn

Insured events

1 Employment disputes and compensation awards

(a) Employment disputes

Costs and expenses to defend the ***Insured's*** legal rights

(1) before the issue of legal proceedings in a court or tribunal
  (i) following the dismissal of an employee or
  (ii) where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure
(2) in any unfair dismissal dispute under the ACAS Arbitration Scheme or
(3) in legal proceedings in respect of any dispute relating to
  (i) a contract of employment with the ***Insured*** or
  (ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

Exclusions

(i) Any employment dispute where the originating cause of action arises within the first 90 days of the commencement of this section
(ii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this section
(iii) Employee internal disciplinary or grievance procedures
(iv) Any claim in respect of damages for personal injury or loss of or damage to property
(v) Any claim arising from or relating to Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
(vi) Any claim relating to pursuing the ***Insured's*** legal rights

If a claim is made under ***insured event*** 1(a) exclusions (i) and (ii) above will not be enforced if the ***Insured*** can provide written evidence of continuous and equivalent employment legal expenses insurance immediately prior to inception of this section

(b) Compensation awards

Where ***DAS*** have accepted a claim under ***insured event*** 1(a) - Employment disputes and compensation awards Employment disputes ***we*** will pay up to the ***limit of indemnity*** for the following

(1) any basic and compensatory award

and/or

(2) an order for compensation or damages following a breach of the ***Insured's*** statutory duties under employment legislation

Provided that

(1) in cases relating to performance and/or conduct the ***Insured*** has throughout the employment dispute either
  (i) followed the ACAS Code of Practice on Disciplinary and Grievance Procedures or
  (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  (iii) sought and followed advice from ***DAS'*** Legal Advice Service (0345 268 9124)
(2) for an order of compensation following the ***Insured's*** breach of statutory duty under employment legislation the ***Insured*** has at all times sought and followed advice from ***DAS'*** Legal Advice Service since the date when the ***Insured*** knew or should have known about the employment dispute
(3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy the ***Insured*** has sought and followed advice from ***DAS'*** Claims Department before starting any redundancy process or procedure with employees
(4) any sum of money in settlement of a dispute is awarded by a court or tribunal or through the ACAS Arbitration Scheme under a judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by ***DAS***

Exclusions
(i) Any compensation award relating to the following
  (a) Trade union activities trade union membership or non-membership
  (b) Pregnancy or maternity rights paternity parental or adoption rights
  (c) Health & Safety related dismissals brought under Section 44 of the Employment Rights Act 1996
  (d) Statutory rights in relation to trustees of occupational pension schemes
(ii) Non-payment of money due under a contract
(iii) Any award ordered because the ***Insured*** has failed to provide relevant records to employees under National Minimum Wage legislation
(iv) Any compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
(v) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

(c) Employee civil legal defence

Costs and expenses to defend the ***insured person's*** (other than the ***Insured's***) legal rights if
(1) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination or
(2) civil action is being taken against them as trustee of a pension fund set up for the benefit of the ***Insured's*** employees

We will only provide cover for an ***insured person*** (other than the ***Insured***) at the ***Insured's*** request

(d) Service occupancy

Costs and expenses to recover possession of premises owned by or for which the ***Insured*** is responsible from an employee or ex-employee of the ***Insured***

Exclusion
Any claim relating to defending the ***Insured's*** legal rights other than defending a counter-claim that is an ***insured event*** under this section of the policy

2 Legal defence

Costs and expenses to defend the ***insured person's*** legal rights in respect of the following

(a) Criminal pre-proceedings cover
Prior to the issue of legal proceedings when dealing with the Police or other body with criminal investigatory powers where it is alleged that the ***insured person*** has or may have committed a criminal offence

(b) Criminal prosecution defence
Following an event which leads to the ***insured person*** being prosecuted in a court of criminal jurisdiction

Provided that
for ***insured events*** 2(a) - Legal defence criminal pre-proceedings and 2(b) - Legal defence Criminal prosecution defence
(1) for claims relating to the Health and Safety at Work etc Act 1974 the ***countries covered*** shall be any place where the Act applies
(2) ***we*** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule

(c) Data protection
If civil action is taken against the ***insured person*** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by
(1) an individual
We will also pay any compensation award up to the ***limit of indemnity*** in respect of such a claim
(2) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor
We will not pay any compensation award in respect of such a claim

Provided that
in respect of 2(c)(1) - Legal defence Data protection any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by ***us***

We will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body

(d) Wrongful arrest
Civil action taken against the ***insured person*** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the ***period of insurance***

(e) Formal investigations and disciplinary hearings
In representing the ***insured person***
(1) throughout a formal investigation conducted by the Equality and Human Rights Commission or Equality Commission for Northern Ireland following a complaint against an ***insured person***
(2) throughout a formal investigation or disciplinary hearing conducted by any other relevant business association professional or regulatory body

(f) Statutory notice appeals
An appeal against the imposition or terms of any statutory notice issued under legislation affecting the ***Insured's business***

We will also pay for
(g) Jury service and court attendance
An ***insured person's*** absence from work
(1) to perform jury service
(2) to attend any court or tribunal at the request of the ***appointed representative*** in relation to a claim that is an ***insured event*** under this section of the policy

Provided that
for each of the above sections of ***insured event*** 2 - Legal defence the ***Insured*** requests that ***DAS*** provides cover for the ***insured person***

Exclusions
(i) for 2(a) - Legal defence Criminal pre-proceedings any criminal investigation or enquiry relating to an ***insured person's*** tax affairs
(ii) for 2(a) - Legal defence Criminal pre-proceedings and 2(b) - Legal defence Criminal prosecution defence any claim relating to a parking offence
(iii) for 2(c) - Legal defence Data protection any claims relating to
(1) the loss alteration corruption or distortion of or damage to stored personal data or
(2) a reduction in the functionality availability or operation of stored personal data
where either (1) or (2) above have resulted from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism
(iv) for 2(f) - Legal defence Statutory notice appeals
(1) any statutory notice issued by an ***insured person's*** regulatory or governing body
(2) any appeal against the imposition or terms of any statutory notice issued in connection with an ***Insured's*** licence mandatory registration or British Standard Certificate of Registration
(3) any appeal which does not follow or is not eligible to follow the appeals process set out in the legislation under which the relevant notice has been issued
(v) for 2(g) - Legal defence Jury service and court attendance any claim where the ***Insured*** or ***insured person's*** loss cannot be proven by them

3 Statutory licence appeal

Costs and expenses in appealing to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the ***Insured's*** licence or mandatory registration or British Standard Certificate of Registration

Exclusions
(i) The original application or renewal application of a statutory licence or mandatory registration or British Standard Certificate of Registration
(ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Property protection and personal injury

(a) Property protection

Costs and expenses in a civil dispute relating to physical property which is owned by or the responsibility of the ***Insured*** provided that the ***Insured*** has established the legal ownership or right to that physical property that is the subject of the dispute or there are reasonable prospects of establishing the ***Insured*** has the legal ownership or right to the physical property following

(1) any event which causes physical damage to such physical property
or
(2) a legal nuisance
or
(3) a trespass

Exclusions
Any claim relating to the following

(i) A contract entered into by the ***Insured***
(ii) Physical property which is in transit or which is lent or hired out
(iii) Physical property at premises other than those occupied by the ***Insured*** unless it is at such premises for the purpose of installations or use in work to be carried out by the ***Insured***
(iv) Defending the ***Insured's*** legal rights but ***we*** will cover defending a counter-claim that is an ***insured event*** under this section of the policy
(v) A motor vehicle owned by or used by or hired by or leased to an ***insured person*** (other than damage to motor vehicles where the ***Insured*** is engaged in the business of selling motor vehicles)
(vi) The enforcement of a covenant by or against the ***Insured***

(b) Personal injury

At the ***Insured's*** request ***we*** will pay ***costs and expenses*** for an ***insured person's*** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

Exclusions
Any claim relating to the following

(i) Any illness or bodily injury that develops gradually
(ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
(iii) Defending an ***insured person's*** or their family members' legal rights other than in defending a counter-claim
(iv) Clinical negligence

5 Tax protection

Costs and expenses to negotiate on behalf of the ***Insured*** and at the request of the ***Insured*** the directors trustees and partners of the ***Insured*** in the event that one of the following enquiries is undertaken in direct connection with the activities of the ***business***

(a) A ***tax enquiry***
(b) A ***Charity Commission enquiry***
(c) An ***employer compliance dispute***
(d) A ***VAT dispute***

Provided that the ***Insured*** or the director trustee or partner under investigation has taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory time limits allowed

Exclusions
Any claim relating to the following

(i) A tax avoidance scheme
(ii) Any failure to register for Value Added Tax or Pay As You Earn
(iii) Any investigation or enquiries by with or on behalf of HM Revenue & Customs Special Investigation Section Special Civil Investigations Criminal Investigations Unit Criminal Taxes Unit under Public Notice 160 or by the Revenue and Customs Prosecution Office
(iv) Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
(v) Import or excise duties and import VAT

6 Leased or let property (including removal of squatters)

The following definition applies to this ***insured event***

The property

The property or properties which are owned by the ***Insured*** or are the ***Insured's*** responsibility and insured as declared to ***us*** and let under a tenancy agreement which is in writing properly executed and containing an enforceable forfeiture clause

We will pay the ***costs and expenses*** to pursue the ***Insured's*** legal rights

(1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or maintenance of ***the property*** excluding repossession recovery of money and dilapidations or

(2) to obtain possession of ***the property*** provided that where appropriate all statutory and contractual notices have been correctly served by the ***Insured*** on the tenant or

(3) to recover money and interest due from a lease licence or tenancy of ***the property*** including enforcement of judgment

Provided that

(a) the amount in dispute exceeds £250 (incl VAT) and a claim is made within 90 days of the money becoming due and payable or if it is rent that is owed it must have been overdue for at least one calendar month

(b) if the ***Insured*** accepts payment (or part payment) of any rent arrears from the tenant the ***Insured*** must provide proof they have warned the tenant this does not prevent them taking further action against the tenant to recover monies owed

(c) where the tenant is a limited company the ***Insured*** must have sought and followed advice from the ***appointed representative*** before accepting payment of rent arrears

(d) the other party does not intimate that a defence exists

(4) In a dispute relating to dilapidations to ***the property***

Provided that

(a) the amount in dispute exceeds £1,000

(b) prior to the tenancy beginning a detailed inventory which notes the condition of all items on the inventory is prepared by the ***Insured***

(c) after the tenant has vacated ***the property*** a detailed Schedule of Dilapidations is prepared by the ***Insured***

(5) In defending any allegation of nuisance arising from ***the property*** used solely for residential purposes

(6) To evict anyone who is not the ***Insured's*** tenant or ex-tenant from ***the property*** and who has not got the ***Insured's*** permission to be there

Exclusions

(i) Unless equivalent legal expenses insurance was continuously in force immediately prior to inception of this policy any claim where the originating cause of action arises within 90 days of the start of this cover

(ii) A dispute arising from or relating to

(a) the negotiation review or renewal of the lease or tenancy agreement

(b) any matter relating to service charges

(c) rent tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on the ***Insured's*** material property by any government or public or local authority

(d) any claim relating to registering rents reviewing rents buying the freehold of ***the property*** or any matter that relates to rent tribunals the leasehold valuation tribunal land tribunals or rent assessment committees

(e) any planning application review or decision

(f) mining subsidence

(iii) Any claim relating to

(a) land or premises used for agricultural purposes

(b) any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute

(Only operative if shown in the schedule)

7 Contract disputes

Costs and expenses in a contractual dispute arising from an agreement or an alleged agreement which has been entered into by or on behalf of the ***Insured*** for the purchase hire sale or provision of goods or of services

Provided that

(1) the amount in dispute exceeds £250 (including VAT)

(2) if the amount in dispute exceeds £5,000 (including VAT) the ***Insured*** must pay the first £500 of any claim
If the ***Insured*** is using a ***preferred law firm*** the ***Insured*** will be asked to pay this within 21 days of the claim having been assessed as having ***reasonable prospects*** - if the ***Insured*** does not pay this amount cover could be withdrawn
If the ***Insured*** is using their own law firm this will be within 21 days of their appointment following confirmation the claim has ***reasonable prospects***
(3) if the dispute relates to money owed to the ***Insured*** a claim under this section is made within 90 days of the money becoming due and payable
(4) if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250 (including VAT)

Exclusions
(i) Unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this section any dispute arising from an agreement entered into prior to the start of this section if the ***date of occurrence*** is within the first 90 days of the cover provided by this section
(ii) Any claim relating to the following
 (a) A dispute relating to an insurance policy other than when the ***Insured's*** insurer refuses a claim
 (b) The
 – sale
 – purchase
 – terms of a lease
 – licence
 – tenancy
 of land or buildings however ***we*** will cover a dispute with a professional adviser in connection with these matters
 (c) A loan mortgage pension guarantee or any other financial product however ***we*** will cover a dispute with a professional adviser in connection with these matters
 (d) A motor vehicle owned by or hired by or leased to the ***Insured*** other than agreements relating to the sale of motor vehicles where the ***Insured*** is engaged in the business of selling motor vehicles
(iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the ***Insured***
(iv) A dispute which arises out of the
 – sale or provision of computer hardware software systems or services or
 – purchase or hire of computer hardware software systems or services tailored by a supplier to the ***Insured's*** own specification
(v) A dispute arising from a breach or alleged breach of professional duty by an ***insured person***
(vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists

(Only operative if shown in the schedule)

8 Debt recovery

Costs and expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments

Provided that
(1) the debt exceeds £250 (including VAT)
(2) the claim is made within 90 days of the money becoming due and payable
(3) ***DAS*** have the right to select the method of enforcement or to forego enforcing judgment if they are not satisfied that there are or will be sufficient assets available to satisfy judgment

Exclusions
(i) Unless equivalent legal expenses insurance was continuously in force immediately prior to inception of this section any debt arising from an agreement entered into prior to the start of this section if the debt is due within the first 90 days of the cover provided by this section
(ii) Any claim relating to the following
 (a) The settlement payable under an insurance policy
 (b) The
 – sale
 – purchase
 – terms of a lease
 – licence
 – tenancy
 of land or buildings
 (c) A loan mortgage pension guarantee or any other financial product however ***we*** will cover a dispute with a professional adviser in connection with these matters

(d) A motor vehicle owned by or hired or leased to the ***Insured*** other than agreements relating to the sale of motor vehicles where the ***Insured*** is engaged in the business of selling motor vehicles

(iii) A dispute which arises out of the supply hire sale or provision of computer hardware software systems or services

(iv) The recovery of money and interest due from another party where the other party intimates that a defence exists

(v) Any dispute which arises from debts the ***Insured*** has purchased from a third party

Conditions

1 (a) On receiving a claim if representation is necessary ***DAS*** will appoint a ***preferred law firm*** or tax consultancy as the ***insured person's appointed representative*** to deal with their claim
They will try to settle the claim by negotiation without having to go to court

(b) If the appointed ***preferred law firm*** or tax consultancy cannot negotiate settlement of the claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the ***insured person*** may if they prefer choose a law firm or tax expert of their own choice to act as the ***appointed representative***
DAS will choose the ***appointed representative*** to represent the ***insured person*** in any proceedings where ***we*** are liable to pay a compensation award

(c) If the ***insured person*** chooses a law firm as their ***appointed representative*** who is not a ***preferred law firm*** or tax consultancy ***DAS*** will give the ***insured person's*** choice of law firm the opportunity to act on the same terms as a ***preferred law firm*** or tax consultancy
However if they refuse to act on this basis the most ***we*** will pay is the amount ***we*** would have paid if they had agreed to the ***DAS Standard Terms of Appointment***
The amount ***we*** will pay a law firm (where acting as the ***appointed representative***) is currently £100 per hour
This amount may vary from time to time

(d) The ***appointed representative*** must co-operate with ***DAS*** at all times and must keep ***DAS*** up to date with the progress of the claim

2 An ***insured person*** must

(a) co-operate fully with ***DAS*** and the ***appointed representative***

(b) give the ***appointed representative*** any instructions that ***DAS*** ask them to

3 (a) An ***insured person*** must tell ***DAS*** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from ***DAS***

(b) If an ***insured person*** does not accept a reasonable offer to settle a claim ***we*** may refuse to pay further ***costs and expenses***

(c) ***We*** may decide to pay an ***insured person*** the reasonable value of the claim that the ***insured person*** is claiming or is being claimed against them instead of starting or continuing legal action
In these circumstances an ***insured person*** must allow ***DAS*** to take over and pursue or settle a claim in their name
An ***insured person*** must allow ***DAS*** to pursue at ***our*** expense and for ***our*** benefit any claim for compensation against any other person and an ***insured person*** must give ***DAS*** all the information and help ***DAS*** need to do so

4 (a) An ***insured person*** must instruct the ***appointed representative*** to have ***costs and expenses*** taxed assessed or audited if ***DAS*** ask for this

(b) An ***insured person*** must take every step to recover ***costs and expenses*** and court attendance and jury service expenses that ***we*** have to pay and must pay ***us*** any amounts that are recovered

5 If the ***appointed representative*** refuses to continue acting for an ***insured person*** with good reason or if an ***insured person*** dismisses the ***appointed representative*** without good reason the cover ***we*** provide will end at once unless ***DAS*** agree to appoint another ***appointed representative***

6 (a) If an ***insured person*** settles a claim or withdraws their claim without ***DAS'*** agreement or does not give suitable instructions to the ***appointed representative we*** can withdraw

cover and will be entitled to reclaim any ***costs and expenses we*** have paid

(b) If during the course of a claim ***reasonable prospects*** no longer exist the cover ***we*** provide will end at once
We will pay any ***costs and expenses*** and compensation awards ***we*** have agreed to up to the date cover was withdrawn

7 If there is a disagreement between an ***insured person*** and ***DAS*** on the merits of the claim or proceedings or on a legal principle ***DAS*** may suggest the ***insured person*** obtains at their own expense an opinion on the matter from an independent and appropriate expert
The expert must be approved in advance by ***DAS*** and the cost expressly agreed in writing between the ***insured person*** and ***DAS***
Subject to this ***we*** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the ***insured person*** will recover damages (or obtain any other legal remedy that ***DAS*** have agreed to) or make a successful defence
This does not affect the ***insured person's*** rights under section condition 8

8 If there is a disagreement between the ***Insured*** and ***DAS*** about the handling of a claim and it is not resolved through ***DAS'*** internal complaints procedure the Financial Ombudsman Service may be able to help
This is a free complaint resolution service for eligible complaints (details available from www.financial-ombudsman.org.uk)
Alternatively there is a separate arbitration process available that can be used to settle any dispute with ***DAS***
The arbitrator will be a jointly agreed barrister solicitor or other suitably qualified person
If there is a disagreement over the choice of arbitrator ***DAS*** will ask the Chartered Institute of Arbitrators to decide
The arbitrator will decide who will pay the costs of arbitration
For example costs may be split between the parties or one party may pay all the costs

9 An ***insured person*** must
(a) keep to the terms and conditions of this policy
(b) take reasonable steps to avoid and prevent claims
(c) take reasonable steps to avoid incurring unnecessary costs
(d) send everything ***DAS*** ask for in writing
(e) give ***DAS*** full and factual details of any claim and any other information they need as soon as possible and
(f) report any claim to ***DAS*** within 180 days of the date the ***insured person*** should have known about the ***insured event***

10 All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland Northern Ireland the Isle of Man and the Channel Islands as appropriate

Exclusions

1 ***Costs and expenses*** incurred before ***DAS'*** expressed acceptance

2 Fines penalties compensation or damages which the ***insured person*** is ordered to pay by a court or other authority other than compensation awards as covered under ***insured event*** 1(b) – Employment disputes and compensation awards Compensation awards and ***insured event*** 2(c) – Legal defence Data protection

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

4 Any claim relating to rights under a franchise or agency agreement entered into by the ***Insured***

5 Any wilful act or omission of an ***insured person*** deliberately intended to cause a claim under this section of the policy

6 Any claim under this section of the policy for a dispute with ***us*** or ***DAS***
For disagreements with ***DAS*** about the handling of a claim under this section of the policy refer to section condition 8

7 Any claim relating to a shareholding or partnership share in the ***Insured's*** business

8 ***Costs and expenses*** arising from or relating to judicial review coroner's inquest or fatal accident inquiry
This exclusion does not apply to ***insured event*** 4(b) – Personal injury

9 Any legal action an ***insured person*** takes which ***DAS*** or the ***appointed representative*** have not agreed to or where the ***insured person*** does anything that hinders ***DAS*** or the ***appointed representative***

10 Any claim where either at the start of or during the course of a claim
   (a) the ***Insured*** is declared bankrupt
   (b) the ***Insured*** has filed a bankruptcy petition
   (c) the ***Insured*** has filed a winding-up petition
   (d) the ***Insured*** has made an arrangement with their creditors
   (e) the ***Insured*** has entered into a deed of arrangement
   (f) the ***Insured*** is in liquidation
   (g) part or all of the ***Insured's*** affairs or property are in the care or control of a receiver or administrator

11 Any claim relating to written or verbal remarks that damage the ***insured person's*** reputation

12 Any claim where an ***insured person*** is not represented by a law firm barrister or tax expert

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322
Email: complaints@ecclesiastical.com

For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited
DAS Parc,
Greenway Court,
Bedwas,
Caerphilly,
CF83 8DW

Tel: 0344 893 9013

Or if calling from abroad
+44 (0)1452 875 925
Email: customerrelations@das.co.uk

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:
- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at **www.fscs.org.uk** or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

Notes

Notes

Notes

For all claims other than legal expenses claims
If you need to report a claim you can call us on 0345 603 8381 – 24 hours a day, 7 days a week.

For legal expenses claims
You can phone DAS on 0345 268 9124 or if calling from abroad, +44 (0)1452 875 925.

This contract has been arranged by:
Lansdown Insurance Brokers
Lansdown House
Pittville Circus Road
Cheltenham
GL52 2QE

01242 524498
enquiries@lansdowninsurance.com
www.lansdowninsurance.com

This contract is underwritten by:
Ecclesiastical Insurance Office plc

Our FCA register number is 113848
Our permitted business is general insurance

You can check this on the FCA's register by visiting the FCA's website

www.fca.org.uk/register

or by contacting the FCA on
0800 111 6768

PD5039 1 03/24

RebuildCostASSESSMENT.com

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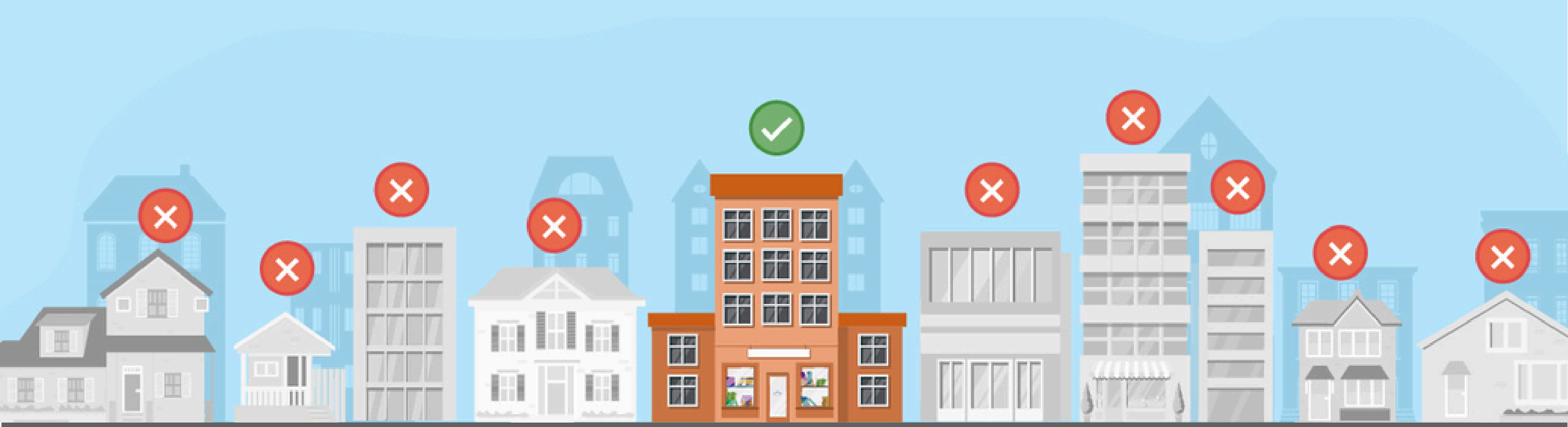

Did you know more than 9 out of 10 buildings in the UK are insured for the wrong amount? Chances are, yours is one of them!

If you're insured for too much, then you're probably paying too much for your cover. And if you're insured for too little, then something called the Average Clause can significantly reduce how much you could claim.

The consequences of underinsurance can be severe. Insurance claims can be reduced by hundreds of thousands of pounds because of the Average Clause.

It's your responsibility

As a property owner, it's your responsibility to tell your insurer how much your building should be insured for. But property owners are not property experts.

However, we are! 'Regulated by RICS' we use our knowledge and experience at RebuildCostASSESSMENT.com to give you a reliable 'rebuild cost' all presented in a comprehensive and shareable report.

Making insurance work for you

We deliver professional assessments of buildings that are easy to arrange. And while most of our assessments are done remotely, when we do surveys on-site we always do our homework before arriving. This makes our assessments affordable too.

By combining clever information technology with our in-house expertise, we make sure your buildings insurance works for you.

Lansdown Insurance Brokers

Thanks to our relationship with rebuild cost experts, RebuildCostASSESSMENT.com you can quickly discover whether your property is insured correctly.

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EMAIL US AT:
enquiries@Lansdowninsurance.com

PHONE US ON:
01242 524 498

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Lansdown House, Pittville Circus Road,
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T: 01242 524498
E: enquiries@lansdowninsurance.com
www.lansdowninsurance.com

Mr V Masi
The Hobbit House
Forest Road
Newport
Isle of Wight
PO30 5LY

06 August 2025

Please Quote Ref: DUDL04

Dear Mr V Masi

Directors & Officers Liability Insurance: Dudley House (Wootton Bassett) Management Co Ltd
Allianz Policy No: ALLDO 901398

The above policy falls due for renewal on 01 September 2025 and we invite you to renew for a further twelve months through Lansdown Insurance Brokers, the cover remains comprehensive and includes but not limited to:

- Entity Cover
- Contractual Liability - £50,000 Inner Limit Legal Representation
- Manslaughter Proceedings
- Employment Related Claims
- Innocent Non-Disclosure
- Retired Directors

Your Policy Wording can be found at https://www.lansdowninsurance.com/blocks-of-flats-insurance/

The premium due for the coming year is as follows:

Premium	£89.29
Insurance Premium Tax	£10.71
Total	**£100.00**

The basis of cover is as follows:

Limit of Indemnity	£100,000
Limit Applies to	Any One Claim
Company Entity Cover	Included
Retroactive Date	01 September 2012
Excess	Nil

Continued…

The premiums for this cover are exceptionally good value, and we recommend you consider increasing your Limit of Indemnity as follows:

Limit of Indemnity	£250,000	£500,000	£1,000,000	£2,000,000
Premium	**£120.91**	**£148.36**	**£219.79**	**£263.74**

Including 12% Insurance Premium Tax.

Important Information

Your Schedule and Statement of Fact for the coming year are enclosed; please check these carefully to ensure that they meet with your requirements.

The Statement of Fact contains the information upon which the insurer has based their terms. It is important that all details are correct, and any statements are true - please read it carefully to check for accuracy, and contact us immediately if any changes are required.

Claims Notification

You must immediately advise us, or your insurer, if:

- A claim is made against you
- You receive a ‘notice of intention’ to hold you responsible for a matter that may lead to a claim
- You become aware of any circumstances that may give rise to a claim

How to Renew or Increase Cover

It is important that the attached sheets are read carefully and understood:

- Renewal Declaration
- Demands and Needs including Duty of Fair Presentation (Important Changes – The Insurance Act 2015)
- Important Information

If all is in order an invoice is included, along with a slip detailing payment options.

The nature and basis of remuneration we receive for this policy is, when we sell you this policy we charge you a fee as agreed with you and the insurer pays us a percentage commission from the total premium.

Reminder
If you receive a request via email from SEIB to make a change to any of your account details and/or to transfer any funds, you **must not** respond to the email and **must** contact us immediately.

If you require help at any time please do not hesitate to contact me or one of our experienced and dedicated team who will be delighted to be of assistance.

Yours sincerely

Alex Whaley
Junior Account Executive

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Lansdown Insurance Brokers, a trading name of SEIB Insurance Brokers Ltd ("**we**", "**us**" "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and will refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

We may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud, and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including Claims and Underwriting Exchange, and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at https://www.lansdowninsurance.com/privacy-policy/ or contact our Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on **01708 850000** or email dataprotection@seib.co.uk.

Lansdown Insurance Brokers

Directors & Officers Liability Insurance in Association with Allianz

Summary of Cover

- Entity Cover i.e. cover for the Company in addition to the Directors/Officers.
- Retired Directors/Officers have lifetime Run-off Cover.
- Pollution Defence Costs.
- Legal representation at formal investigations.
- Cover for manslaughter proceedings.
- Cover for employment related claims.
- Cover for any contractual liability assumed by the Company under any lease agreement – subject to a £50,000 sub-limit.
- Directors/Officers can make claims against the policy in their own right as Flat Owners.
- Policy not invalidated by innocent non-disclosure.
- Claims are paid in full i.e. there is no Excess/Deductible.
- Individual Directors/Officers are not penalised for the fraud/misconduct of another Director/Officer.
- Health & Safety & Corporate Manslaughter – covers defence costs and legal representation.
- Provides Identity Fraud Investigation costs to establish that a fraudulent misrepresentation has occurred
- Cover provided for Bail & Civil bonds where you are required by a court to pay bail for up to 12 months without any sub-limit.
- Reputational Crisis Costs incurred in seeking the services of a crisis management firm or public relations consultant in order to mitigate the adverse effect on an insured's reputation as a result of a claim, circumstance or extradition proceeding. A sub-limit applies to this extension.
- Limit of Indemnity is 'any one claim' and not aggregated.

Renewal Declaration

Renewal is based on the following assumptions:

- There are no known claims or potential claims circumstances
- Turnover or total assets have not increased or decreased by more than 25% in the past 12 months
- There has been no change of the company's ownership in the last 12 months
- The company is solvent as at the date of renewal

If you cannot agree with any of the statements please contact us immediately

Claims Notification

You must immediately advise us, or your insurer, if:

- A claim is made against you
- You receive a 'notice of intention' to hold you responsible for a matter that may lead to a claim
- You become aware of any circumstances that may give rise to a claim

If in doubt, please contact us to discuss.

DEMANDS AND NEEDS

Based on the information you have provided us, our aim is to provide you with the appropriate cover that will compensate you should you suffer a loss.

In order to do this, you must ensure that the information you give us regarding your personal or business details, circumstances and activities are accurate and regularly reviewed.

The policy we select for you will be from our extensive panel of leading insurance companies, providing good value for money and a quality service.

All insurance policies are not the same, and our recommendations will not be based on price alone – on the basis of the discussions we have with you and the information you give us, we will endeavour to provide:

- the cover you require at a competitive premium

- cover with a reputable, financially secure company

- cover with a company that has a reliable claims service

Eligible insurance includes property damage, business interruption, computer and electronic equipment, contract works, engineering plant, money, book debts, specified all risks, works of art, civil engineering, engineering erection all risks, machinery movement, contractors and plant and other plant on an all risks basis and goods in transit as part of a package policy.

The nature and basis of remuneration we receive for this policy is, when we sell you this policy we charge you a fee as agreed with you, the insurer pays us a percentage commission from the total premium, in addition if the type of policy we sell reaches a specific profit against a target the insurer also pays us a bonus.

DUTY OF FAIR PRESENTATION

Important Changes – The Insurance Act 2015

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk.

This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know.

Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged.

If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

IMPORTANT INFORMATION

You must take reasonable care not to make a misrepresentation to the Insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

All premiums should be paid to us prior to policy due dates in order to ensure continuous cover.

All documents that are issued to you should be carefully checked and understood. Whilst every effort is made to ensure accuracy, certain assumptions may be made by insurance companies and it is important that errors are corrected immediately.

All claims should be reported to us or your insurers as soon as possible, and any potential injury or liability claims must be reported immediately.

All premiums quoted will be subject to Insurance Premium Tax - a Fee may have also been added to your premium to cover the cost of administration.

At inception of cover you will be issued with a Policy Wording. You will not automatically receive another copy at each renewal - a copy of this is available on request.

Cover may be subject to the insurer carrying out a survey of your premises. This may result in requirements that have to be completed within given timescales – failure to comply may result in amended terms, increased premiums or withdrawal of cover.

If you have Employers Liability Insurance, all your employees should have simple access to view a physical or electronic copy of the Certificate of Employers Liability Insurance. Whilst it is no longer a requirement to keep a copy for 40 years, it is recommended that employers keep complete records.

Where Terrorism Insurance is purchased it must be effected in respect of all property for which general insurance applies and which is eligible for Terrorism Insurance, whether or not insured by this policy. This is material information to Insurers in the provision of Terrorism Insurance Cover. If this is not the case, you will not be eligible for Terrorism Insurance and cover will not be provided, unless previously agreed exceptions apply, and you must advise us in writing as soon as possible (and, in any event, no later than 14 days from the date of this letter) in order to rectify the situation.

Warning: *Your Policy will have Conditions Precedent to a claim. These are very important, and it is essential that you can comply. Failure to comply may lead to increased premiums, amended terms being applied, claims not being paid, or the policy being voided. It may also have Clauses and Endorsements that require your specific attention. If you are unsure of any of the policy terms, please contact us to discuss.* ***It is important to highlight that the Policy Wording will highlight additional Conditions, Clauses and Endorsements which will not be included within the policy schedule.***

PLEASE REMEMBER THAT WE ARE HERE TO PROVIDE HELP AND GUIDANCE

Lansdown Insurance Brokers

Lansdown House, Pittville Circus Road,
Cheltenham, Gloucestershire, GL52 2QE

T: 01242 524498

E: enquiries@lansdowninsurance.com

www.lansdowninsurance.com

Mr V Masi
The Hobbit House
Forest Road
Newport
Isle of Wight
PO30 5LY

06 August 2025

Invoice No: DUDL04/01/09/25/DO

Description		Amount
Broker Ref:	DUDL04DO02	
Policyholder:	Dudley House (Wootton Bassett) Management Co Ltd	
Type of Cover:	Directors & Officers Liability Insurance	
Effective Date:	01 September 2025	
Insurer:	Allianz	
Policy Number:	ALLDO 901398	
	Premium:	£89.29
	Insurance Premium Tax (IPT):	£10.71
	TOTAL DUE:	**£100.00**

Payment options:

- Cheque payable to Lansdown Insurance Brokers
- Credit/Debit Card (excluding American Express)
- Direct Debit on request
- BACS to: *Barclays Bank plc*
  Sort Code: ***20-20-23***
  A/C No: ***00395587***
  A/C Name: SEIB Insurance Brokers Limited T/A Lansdown Insurance Brokers

Please quote reference: DUDL04

PLEASE RETURN WITH PAYMENT

Thank you for choosing to renew your insurance policy with us.

Please return with your payment of £ …………….............. to:

Lansdown Insurance Brokers
Lansdown House
Pittville Circus Road
Cheltenham
GL52 2QE

Directors & Officers Liability Insurance - Dudley House (Wootton Bassett) Management Co Ltd
Allianz Policy No - ALLDO 901398
Renewal Date - 01 September 2025

Payment options:

☐ Credit/Debit Card *(excluding American Express)*:

*Name on Card……………………………………………………………………………………………

*Type of Card…………………………………………………………………. (Visa, MasterCard, etc…)

*Card Number (*16 digits*): ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Start Date: ☐☐ / ☐☐ (MM/YY) *Expiry Date: ☐☐ / ☐☐ (MM/YY)

*Security Code *(last 3 digits on reverse of card):* ☐☐☐ *Issue Number:* ☐☐

☐ Cheque payable to **Lansdown Insurance Brokers**

☐ Direct Debit on request - Please contact us if you wish to set up monthly collections

☐ By BACS - our account details are as follow:

Bank:	*Barclays Bank plc*
Sort Code:	***20-20-23***
A/C No:	***00395587***
A/C Name:	*SEIB Insurance Brokers Limited T/A Lansdown Insurance Brokers*
Reference:	**DUDL04**

Additional Information:

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Please tick if you would like:

☐ A Receipt by email (save paper) – email address: ……………………………………..……..…………………….

☐ A Receipt by post

☐ A quotation for other Insurance requirements – please give details

……………………………………………………………………………………...

……………………………………………………………………………………...

Statement of Fact

This Policy, Schedule and Statement of Fact shall be read together and form the basis of the Insurance Contract.

They have been prepared in accordance with information that you have provided.

It is important that you check all the information immediately as this forms part of the basis of the contract between you and Allianz, irrespective of who supplied the information. If any of the information is incorrect you must contact us immediately. Failure to do so could invalidate the policy from inception or result in a claim being repudiated.

We strongly recommend that you keep a record of all information you have provided to us.

Policy Number:	ALLDO 901398
Master Policy Number:	SZ27270963/09
The Insured:	Dudley House (Wootton Bassett) Management Co Ltd
Effective Date:	01 September 2025
Insurance Adviser:	SEIB t/a Lansdown Insurance Brokers
Business Description:	Residential Management Company / Residents Association

Basis of Acceptance

Allianz Insurance plc has accepted this risk based on the provision of the following information:

Legal Trading status	Limited
1. Number of Flats/Residences/Units	4
2. The business has been established for more than two years	Yes
If no, does the Company/Association include at least one person with suitable knowledge (by profession or experience) of running a Company/Association?	Not Applicable
3. In the last 5 years, have there been any claims or investigations made against you, or against any directors, trustees, officers, committee member or employees, that this policy might have covered if it had been in force?	No
4. After full enquiry, are you or any of your directors, trustees, officers, committee member or employees aware of any fact or circumstance that may lead to a claim under the proposed policy?	No
5. Is the Business solvent?	Yes
6. Has any Insurer in respect of risks to which this proposal relates ever declined a proposal, refused renewal or terminated an insurance?	No

General Acceptance

This insurance contract is based on neither you nor your director(s), partner(s), trustee(s) or committee member having:-

- ever been convicted of or charged (but not yet tried) with a criminal offence other than (road traffic) motor offences
- ever been declared bankrupt or been subject of any county court judgement (CCJ), winding up order, insolvent liquidation or administration
- ever been prosecuted for failure to comply with any Health & Safety or Welfare or Environmental Protection legislation within the past five years.
- ever been disqualified, in the past, from holding a licence or post, or is currently disqualified

In respect of the business which is the subject of this insurance contract, or any other business which you, your partners, directors, trustee(s) or committee member have been involved with, no insurer has ever:-

- declined, cancelled or refused any proposal of insurance
- cancelled or declined to renew any insurance
- imposed special terms or conditions.

And that:

- the business is UK registered and privately owned
- the business entity or legal status is not a Public Limited Company
- in the last completed financial year the business was solvent
- there has been no change of ownership in the last 12 months

If any of the above statements are inaccurate you must contact us immediately.

IMPORTANT INFORMATION – YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

You must make a fair presentation of the risk to us at inception, renewal and variation of your Policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by your Policy in a clear and accessible manner or give us sufficient information to alert us of the need to make enquiries about such facts or circumstances.

Material facts are those which are likely to influence us in the acceptance of or assessment of the terms or pricing of your Policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, we may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

a) deliberate or reckless; or
b) of such other nature that, if you had told us about a material fact or circumstance, we would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, we will not avoid your Policy but we may instead:

a) reduce proportionately the amount payable on any claim by reference to the ratio which the premium actually charged bears to the premium which we would have charged had you told us about a material fact or circumstance (e.g. if we would have charged you double the premium, we will only pay half the amount of any claims under your Policy); and/or
b) treat your Policy as if it had included such additional terms as we would have imposed had you told us about a material fact or circumstance. Payment of any claim you make will be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information set out in this form are complete and accurate. You must check with anyone you employ in your business that the facts and statements set out in this form are complete and accurate.

IF ANY OF THE FACTS, STATEMENTS AND INFORMATION SET OUT IN THIS FORM ARE INCOMPLETE OR INACCURATE, YOU MUST CONTACT US IMMEDIATELY. FAILURE TO DO SO COULD INVALIDATE YOUR POLICY OR LEAD TO A CLAIM NOT BEING PAID.

Data Protection Act

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz and that this fact is made known to the Insured Persons.

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

Directors & Officers Liability
Renewal Schedule

Please note that you must advise us of any changes to the risk and items to be covered.

Policy Number: **ALLDO 901398** **Agent:** SEIB t/a Lansdown Insurance Brokers

Account Number: 18/14238

The Insured: Dudley House (Wootton Bassett) Management Co Ltd

Postal Address: The Hobbit House
Forest Road
Newport
Isle of Wight
PO30 5LY

Annual Premium:	£89.29
Insurance Premium Tax:	£10.71
Total Annual Premium:	**£100.00**

Effective Date: 01 September 2025 **Renewal Date:** 01 September 2026 at 12.00 hrs

Business Description: Residential Management Company / Residents Association

Directors & Officers Liability Cover

Limit of Indemnity	£100,000
Excess	Nil
Retroactive Date	01 September 2012

Company Entity Liability Cover

Limit of Indemnity	£100,000
Excess	Nil
Retroactive Date	01 September 2012

Professional Services Exclusion:

"The Insurer shall not be liable for Loss or any Investigation Costs:
5. Professional Services
in connection with any Claim alleging, arising out of, based upon or attributable to the Company or an Insured Person's performance of or the failure to perform professional services for others, or any act, error or omission relating thereto.

This Exclusion shall not apply to functions carried out by the Policyholder in their capacity as Residents' Associations, Residential Limited Management Companies and Right To Manage Companies, including but not limited to:

a. *Collecting service charge*
b. *Arranging insurance*
c. *Managing building maintenance including gardens*
d. *Assist in disputes between residents*
e. *Filing HMRC returns*
f. *Ensure compliance with statutory requirements*
g. *Attend AGM, vote in and out of directors, officers and secretaries"*

All other terms conditions and exclusions remain unchanged.

Important updates to your directors & officers liability policy

Notification of changes to your policy

At Allianz Insurance plc, we constantly review our products to ensure we remain at the forefront of the market. Following our latest review, we are delighted to tell you that with effect from the renewal date of your policy you will now be provided with our most up-to-date wording.

The guidance provided below does not represent the complete terms and conditions of the policy.

Please read this guidance in conjunction with your policy wording and Schedule. If you have any questions about the policy, please refer these to your insurance adviser.

A summary of key changes is shown below

Policy General Conditions

General Condition 12 Sanctions
General Condition 12 Sanctions has been updated to the following wording:

This Policy does not provide any cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

Terms of insurance business

About us
Lansdown Insurance Brokers is a trading name of SEIB Insurance Brokers Ltd (SEIB) Reg. No. 06317314. Registered in England at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom. SEIB's trading address is South Essex House, North Road, South Ockendon, RM15 5BE, United Kingdom. SEIB is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 479477. We're permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. SEIB are also authorised by the FCA in respect of Consumer Credit Business. You can check these details on the Financial Services Register by visiting the FCA website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

Our Service
We obtain quotations using a fair analysis of the market for motor, home, commercial and liability insurance. For certain additional products, such as Legal Expenses, Uninsured Loss Recovery etc. a single carrier may be used. You can request a list of those insurers from whom we select our products if you wish. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

Your duty of disclosure
Commercial customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair representation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search. Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Retail Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part or all of a claim may not be paid.

How to cancel
You may have a statutory right to cancel this policy within cooling off period of 14 days from the inception of the New Business or Renewal. Please refer to your policy summary or your policy document for further details. If you cancel within the cooling off (where it applies) you will receive a full refund of premium from the insurer subject to no claims made. Insurers are also entitled to make an administrative charge and SEIB keep an amount that reflects the administrative costs of arranging and cancelling the policy. If you wish to cancel outside the cooling off period you may not receive a pro-rata refund of premium. We may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of charges). No return of premium will be due in the event that a claim, loss or accident has occurred within the period of insurance.

Protecting your information
Your privacy is important to us. We will process your personal data in accordance with applicable data protection law.

We process the personal information that you provide to us during enquiries and applications relating to insurance products and services for the purposes of offering and carrying out insurance related services to you or an organisation that you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from our group of companies (which includes Ecclesiastical Insurance Office plc) and third parties such as loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors or business partners and our regulators to verify your identity or creditworthiness, to avoid fraud, for premium collection purposes and to obtain beneficial quotes and payment options on your behalf. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected and transferred in accordance with applicable data protection law. Should we intend to process your personal data for any purpose not specified in this Terms of Business Agreement, we will provide you with further information prior to such further processing taking place.

We keep your personal data only for as long as reasonably necessary for the purposes for which it was collected or to comply with any applicable legal or regulatory requirements, and in accordance at all times with our data retention policy. We may use automated decision making in regard to your personal data to assess your risk profile. To the extent that we do make a decision about you automatically, you can request a manual review of the accuracy of an automated decision that you are unhappy with by contacting us using the contact details below.

In order to arrange your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependent's health or criminal convictions. We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information we collect. We restrict access to your information as appropriate to those who need to know that information for the purposes set out above. Applicable data protection law gives you the right to access information held about you. Where we are processing your personal data on the basis that you have consented to that processing then you are entitled to withdraw your consent. If you do choose to withdraw your consent, however, we may be unable to continue providing our services to you. From 25 May 2018, you will be entitled to receive the personal data that you have provided to us in a structured, commonly used and machine-readable format, and to transmit that data to another data controller. You can exercise your data protection rights, including your rights to access, restrict, object to the processing of, rectify and erase your personal data by contacting us using the contact details set out below.

How to claim
Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as possible using the contact details provided.

Fees and charges
Most insurance brokers and intermediaries will charge fees for a tariff of services. Lansdown reserve the right to apply a fee of no less than £20.00 per policy for new business, renewals, every cancellation and/or adjustment. All fees will be notified before you commit to the insurance and will be clearly shown on your insurance documentation. Charges for commercial customers such as Directors &Officers will vary and will be notified before you commit to the insurance. All refunds given are after the deduction of commission. If you pay your premium by instalments we will inform you of any additional fees, charges or interest due as part of your credit arrangement.

Our earnings
We can earn by receiving a commission payment from the insurance company with which the insurance is placed. This amount will usually be calculated as a percentage of the insurance premium and the percentage will have been contractually agreed with the insurance company. We earn different percentages for different classes of business and from different insurance companies. We do have profit share agreements with certain insurers that if our account with them meets certain pre-agreed volume and profit targets during a specified period, we will receive an additional payment from them. You are entitled at any time to request information regarding any earnings which we may have received as a result of placing your insurance business.

Protecting your money
Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. We also reserve the right to retain interest earned on this account. We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way. Please notify us immediately if you have any objection or query.

Money laundering/Proceeds of crime
We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Insurer security
The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

Law and jurisdiction
These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Complaints
It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Complaints Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE, Telephone number 01708 780000 or Email complaints@seib.co.uk. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service on 0800 0234 567. Further information is available at http://www.financial-ombudsman.org.uk. If you decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

Recorded Telephone Conversations
For security and training purposes your call may be recorded and will also be used as proof of the details you have given us to accept your insurance and process any claim.

Compensation arrangements
We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. The scheme does not apply to Consumer Credit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting http://www.fscs.org.uk.

Consent
By accepting these Terms of Insurance Business, you consent to us providing your personal data to credit reference agencies to obtain credit search information; each of these searches may appear on your credit report whether or not your application proceeds. Should you wish to withdraw your consent please contact us using the contact details set out below.

Ownership
SEIB Insurance Brokers Ltd is wholly owned by the Lloyd & Whyte Group Limited. If you have any queries, please write to the Compliance Officer, SEIB, South Essex House, North Road North Road, South Ockendon, Essex, RM15 5BE

Directors & officers liability policy wording

Insurers
Chartered

LANSDOWN
INSURANCE
BROKERS

Contents

Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

IMPORTANT
Should you need further details or have any questions your insurance adviser will be delighted to help.

This document provides details of your policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

Your Directors & Officers Policy is made up of several parts, which must be read together as they form your contract. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy are:

- The Statement of Fact
- this Introduction; the Insuring Clause; the Policy Definitions; the Policy Exclusions and the Policy Conditions,
- the Schedule, which confirms the cover that is insured and includes any additional clauses applied to the Policy.

Any word or expression which is given a specific meaning under the Policy Definitions has the same meaning wherever it appears in the Policy, unless the context admits otherwise.

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

An Insured Person may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities.

Further information about compensation scheme arrangements is available at fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100.**

Insuring Clause

The Statement of Fact and any information supplied by or on behalf of the Insured forms the basis of this contract of insurance between the Insured and the Insurer.

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this Policy occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

Policy Definitions

Change of Control

a The **Policyholder's** merger with or consolidation into any other company;
b a management buy out;
c the sale of all or the majority of the **Policyholder's** assets to any person or company acting alone or in concert; or
d any person or company acting alone or in concert:
  i acquiring ownership or control or assuming control pursuant to written agreement with other shareholders of more than 50% of the voting rights in the **Policyholder** and/or more than 50% of the outstanding **Securities** representing the present right to vote for the election of the board of directors of the **Policyholder** and/or assuming the right to appoint or remove the majority of the board of directors (or equivalent position) of the **Policyholder**;

  or
  ii acquiring the right to receive 50% or more of the income of the **Policyholder** on a distribution by a company of all its income or a majority of its assets on a winding-up.

Claim

The earliest of any:

a written demand against an **Insured Person** for a **Wrongful Act**;
b civil or criminal proceedings (including but not limited to any **Manslaughter Allegation** or **Extradition Proceedings**) against an **Insured Person** for a **Wrongful Act**; or
c formal administrative proceedings or **Investigation** concerning the **Wrongful Act** of an **Insured Person**.
d self report to a governmental, regulatory or judicial agency of a possible breach of legal or regulatory duty by an **Insured Person**

Company

The **Policyholder** or any **Subsidiary** thereof.

Corporate Manslaughter

The prosecution of the **Company** under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amendment or re-enactment.

Crisis Communication Consultant

Any one of the following panel companies:

a Hill and Knowlton;
b CNC; or
c Brunswick

which is selected and appointed by the **Policyholder**.

Alternatively, the **Policyholder** may, with the prior written consent of the **Insurer**, select and appoint any other company.

Deductible

The amount specified as such in the **Schedule**.

Defence Costs

a All reasonable fees, costs and legal expenses (including disbursements) incurred by or on behalf of the **Insured Person** in the investigation, defence or settlement of the **Claim** and appeal thereof; either
  i with the prior written consent of the **Insurer**; or
  ii where it has not been practicable to obtain the prior written consent of the **Insurer**, such costs may be incurred up to a maximum aggregate amount of 10% of the **Limit of Liability** (being part of and not in addition to the **Limit of Liability**) provided that such costs are incurred reasonably and necessarily;

b the reasonable premium for a financial instrument (including but not limited to a bond), but not collateral for the instrument, that guarantees for a period not exceeding 12 months the **Insured Person's** contingent obligation for a specified amount if required by a Court;

Policy Definitions continued

c all costs, incurred by or on behalf of the **Insured Person** with the **Insurer's** prior written consent, of obtaining separate legal advice on their involvement or implication in any internal or external investigation concerning, or proceedings against the **Company** for, **Corporate Manslaughter**.

Defence Costs shall not include remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or any **Company**.

Discovery Period

The period (as set out in the Discovery Period Extension) commencing immediately after the expiry date of the **Period of Insurance**, during which written notice may be given to the **Insurer** of a **Claim** first made during such period or the **Period of Insurance** for a **Wrongful Act** that occurred prior to the expiry date of the **Period of Insurance**.

Employment Practice Wrongful Act

Any actual or alleged: violation of employment law or regulation or any other legal provision relating to the past, present or future employment of an individual with the **Company.**

Extradition Proceedings

Proceedings against the **Insured Person** following a request for deportation, extradition or arrest warrant (including an appeal or separate proceedings to overturn an extradition order).

Financial Institution

Any bank including any merchant or investment bank, finance company, hedge fund, insurance or reinsurance company, mortgage bank, savings and loan association, building society, credit union, stock broker, investment trust, asset management company, fund manager, or any entity established principally for the purposes of carrying on commodities, futures or foreign exchange trading, financial services or any other similar entity.

Insured Person

Any natural person who was, is or during the **Period of Insurance** becomes:

a trustee or committee member of the **Company**;
b director, officer or de facto director of any **Company**;
c any **Outside Entity Committee Member**, **Trustee or Director** following the exhaustion of any:
  i indemnification provided by the **Outside Entity**; and
  ii other collectible directors and officers or management liability cover issued to the **Outside Entity**

  that protects the **Outside Entity Committee Member**, **Trustee or Director**;

d an employee of any **Company** whilst acting in a managerial or supervisory capacity for the **Company**;
e an employee of any **Company** to the extent that the employee is:
  i named as a defendant in connection with an **Employment Practice Wrongful Act**;
  ii joined as a party to any action against any person defined in **a** to **d** above.

Insured Person shall also include:

f the lawful spouse or civil partner (as defined in the Civil Partnership Act 2004 or any re-enactment thereof or the equivalent legislation in any other jurisdiction) of any person set out in **a** to **e** arising out of a **Wrongful Act** of such person and where recovery is sought solely because joint property is held or owned by or on behalf of the spouse or civil partner; and
g legal representatives, heirs, assigns or estates of any person set out in **a** to **e** above in the event of their death, incapacity, insolvency or bankruptcy where recovery is sought solely because of a **Wrongful Act** of such person.

Insured Person shall not include insolvency practitioners or external auditors.

Policy Definitions continued

Insurer
Allianz Insurance plc.

Investigation

a Any formal or official hearing, investigation or inquiry by a governmental, regulatory or judicial agency into the affairs of a **Company**, an **Outside Entity** or an **Insured Person** in their capacity as such, if an **Insured Person** receives written documentation during the **Period of Insurance** or **Discovery Period**:
  - **i** that legally requires such **Insured Person** to attend such hearing, investigation or inquiry; or
  - **ii** in which the **Insured Person** is identified by an investigating authority as a subject of such hearing, investigation or inquiry; or

b Any raid on or on-site visit by a governmental, regulatory or judicial agency, which first occurs during the **Period of Insurance** involving the production, review, copying or confiscation of records, or the interview of any **Insured Person**.

An **Investigation** shall be deemed to be first made when the **Insured Person** is first so required or identified.

Investigation shall not include routine regulatory supervision, inspection or compliance reviews or any investigation which focuses on an industry rather than a **Company**, **Outside Entity** or **Insured Person** in their capacity as such.

Investigation Costs
All reasonable fees, costs and legal expenses (except remuneration, time, expenses or any other associated benefit or overhead of any **Insured Person** and/or the costs or overheads of any **Company**) incurred by or on behalf of an **Insured Person** to protect their interests with the **Insurer's** prior written consent which shall not be unreasonably withheld or delayed.

Limit of Liability
The amount specified as such in the **Schedule**.

Loss
Any:

a Amounts which the **Insured Person** is legally liable to pay for a **Wrongful Act** (including settlements, awards of damages, awards of punitive and exemplary damages, pre and post- judgment interest on a covered judgment or award, or awards of costs).
b **Defence Costs** incurred as a result of a **Claim** for a **Wrongful Act**.

Enforceability of payment for punitive, exemplary and the multiplied portion of multiple damages shall be governed by the applicable law that most favours coverage for such damages.

Loss
Shall not include:

a criminal fines and criminal penalties;
b remuneration or employment related benefits;
c any sum pursuant to a financial support direction or contribution notice by the Pensions Regulator;
d taxes other than to the extent that personal liability of a director under Cover A for non-payment of corporate taxes is established by law in the jurisdiction in which the **Claim** is made and such liability constitutes **Non-Indemnifiable Loss**;
e any amounts which may be deemed uninsurable under the law applicable to this **Policy** or in the jurisdiction in which the **Claim** is brought other than in respect of amounts which are punitive, exemplary or the multiplied portion of multiple damages as specified above;
f punitive or exemplary damages awarded for an **Employment Practice Wrongful Act**.

Manslaughter Allegation
Proceedings against an **Insured Person** for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health and Safety at Work Act 1974 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction).

Policy Definitions continued

Non-Indemnifiable Loss

Loss in respect of which a **Company** is not able to indemnify an **Insured Person** due to legal or regulatory prohibition under any statutory law, codified law or common law; or in respect of which a **Company** is unable to indemnify due to insolvency.

Outside Entity

Any association, club, society, not for profit organisation or entity other than:

- **a** a **Company**;
- **b** an organisation, association or company that has a level II or III American Depositary Receipt Programme or is directly listed on an exchange in the **United States of America**;
- **c** a financial institution including any bank, clearing house, depository institution, investment firm, investment advisor, investment manager, investment fund, stock broker, mortgage broker, credit institute, asset manager, private equity or venture capital company, insurance company or similar company

unless added by endorsement issued by the **Insurer**.

Outside Entity Committee Member, Trustee or Director

An employee, director, officer, trustee, committee member, governor or equivalent of a **Company** who, at the specific request of that **Company**, holds the position of director, officer, trustee, committee member, governor or equivalent of an **Outside Entity.**

Past Insured Person

An **Insured Person** who has retired from or voluntarily ceased to hold such office prior to the expiry date of the **Period of Insurance** other than a disqualified individual or where directly related to a **Change of Control**.

Period of Insurance

Period from the effective date to the renewal date as shown in the **Schedule**.

Policy

Document as described in the Introduction.

Policyholder

The association, club, society, not for profit organisation or entity specified as "The Insured" in the **Schedule**.

Post-claim Reputational Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person's** reputation from a covered **Claim** first made during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Wrongful Act**, by disseminating findings made in a final judicial disposition of that claim in the **Insured Person's** favour.

Prior/Pending Litigation Date

The date specified as such in the **Schedule.**

Related Claim

Any and all **Claims** and/or **Investigations** (whether made or commenced before, during or after the **Period of Insurance**) arising out of, based upon or attributable to the same source or cause.

Reputational Crisis Costs

All reasonable fees, costs and expenses for the professional advice of a **Crisis Communication Consultant** incurred by an **Insured Person** to mitigate the adverse effect on that **Insured Person's** reputation directly in connection with any circumstance that could reasonably lead to a covered **Claim** against an **Insured Person** for a **Wrongful Act**, and any **Claim** or any **Extradition Proceedings** brought against such **Insured Person**.

Schedule

The part of this **Policy** which states the **Period of Insurance**, the amount of premium payable and the details of the cover provided.

Policy Definitions continued

Securities

Any financial or investment instrument issued by a **Company** which denotes an ownership interest and provides evidence of a debt, a right to share in the earnings of such company, or a right in the distribution of a property.

Subsidiary

Any entity or joint venture where the **Policyholder** controls either directly or indirectly through one or more other entities on or before the inception date of this **Policy** either; the composition of the board of directors or more than half of shareholder voting power or share capital.

The **Insurer** shall only be liable for **Loss** in respect of a **Wrongful Act** whilst such entity or joint venture is a **Subsidiary**.

United States of America

The United States of America its territories and possessions and/or any state or political subdivision thereof.

Wrongful Act

Any actual or alleged misrepresentation, misstatement, misleading statement, error, omission, defamation, negligence, breach of warranty of authority, breach of fiduciary duty, **Employment Practice Wrongful Act** or any other act, including:

- **a** with respect to shareholder derivative actions only, any proposed act;
- **b** any violation of the Companies Act 2006 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction); and
- **c** any violation of the Bribery Act 2010 (or any re-enactment thereof or the equivalent legislation in any other jurisdiction)

by the **Insured Person** acting in their capacity as such or any matter claimed against the **Insured Person** solely because of such capacity.

Policy Cover

(This section only applies if stated in the Policy Schedule)

The cover under this **Policy** is afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to the **Insurer** in accordance with the Claim Notification Condition.

A Directors & Officers Cover

The **Insurer** shall pay to or on behalf of an **Insured Person** any **Loss** resulting from a **Claim**.

B Company Reimbursement Cover

The **Insurer** shall pay to or on behalf of a **Company** any **Loss** resulting from a **Claim** to the extent that such **Company** has indemnified or agreed to indemnify an **Insured Person** in respect of such **Loss**.

C Investigation Additional Cover

The **Insurer** shall pay to or on behalf of an **Insured Person** (or a **Company** to the extent that such **Company** has indemnified an **Insured Person**) any **Investigation Costs** arising out of the **Insured Person's** preparation for or attendance at the hearing of an **Investigation** prior to the identification of a **Wrongful Act**.

Limit of Liability

The **Limit of Liability** is the total amount payable by the **Insurer** in respect of all **Loss** and **Investigation Cost**s arising from any **Related Claim** during the **Period of Insurance** and **Discovery Period** covered by the provisions of this **Policy** for all insurance covers and extensions under which such **Claim** may be made.

The **Insurer** shall have no liability in excess of the **Limit of Liability** regardless of the number of **Related Claims** for indemnity under this **Policy** and/or the number of **Insured Persons** who may claim and/or the number of Covers under which such **Related Claims** may be made.

The **Limit of Liability** shall apply in excess of any applicable **Deductible(s)**.

Policy Extensions

(This section only applies if stated in the Policy Schedule)

The following extensions to the Cover are afforded solely with respect to any **Claim** first made during the **Period of Insurance** (or **Discovery Period**, if applicable) and notified to the **Insurer** in accordance with the Claim Notification Condition, and are also subject to the general Limits, Conditions and Exclusions of this **Policy**.

1 Discovery Period

In the event that this **Policy** is neither renewed nor replaced with directors and officers or management liability cover, then the **Policyholder** shall have the right to a **Discovery Period** of:

- **a** 90 days automatically and at no additional premium; or
- **b** 12 months at an additional premium of 50% of the full annual premium applicable at the expiry date of this **Policy**; or
- **c** 36 months at an additional premium of 100% of the full annual premium applicable at the expiry date of this **Policy**,

provided that the **Policyholder** gives the **Insurer** written notice of the election of the **Discovery Period** and pays the additional premium required to the **Insurer** within 30 days of the expiry date of the **Period of Insurance**.

There shall be no right to a **Discovery Period** in the event of a **Change of Control** or where the **Insurer** has declined to renew this **Policy** due to non-payment of premium.

While this **Policy** does not offer the right to a **Discovery Period** if there is a **Change of Control**, the **Insurer** may, at its sole discretion, quote for a run-off **Discovery Period** of up to 72 months upon the written request of the **Policyholder**. In considering such request, the **Insurer** shall be entitled to underwrite the exposure and to extend an offer on whatever terms, conditions and limitations the **Insurer** deems appropriate.

2 Past Insured Person

The **Insurer** shall pay to or on behalf of a **Past Insured Person**:

- **a** any Loss arising from any **Claim** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance** for a **Wrongful Act** committed before the date that they voluntarily relinquished such position; or
- **b** any **Investigation Costs i**n connection with any **Investigation** first made against such **Past Insured Person** following the expiry date of the **Period of Insurance**, provided such matters are notified to the **Insurer** as soon as practicable and provided that this **Policy** is not renewed or replaced with any other policy affording directors and officers or management liability cover to such **Past Insured Person**.

3 Reputational Crisis Costs

If during the **Period of Insurance** the **Policyholder** or an **Insured Person** first becomes aware of:

- **a** a **Claim** for a **Wrongful Act**; or
- **b** circumstances which are reasonably expected to give rise to a **Claim** for a **Wrongful Act**;

then provided that written notice is given of such matters in accordance with terms and conditions of this **Policy**, the **Insurer** will pay **Reputational Crisis Costs** and **Post-claim Reputational Crisis Costs**.

It is a condition of the **Insured Persons'** right to recover such amounts hereunder that written notice must be given to the **Insurer** within 3 working days after the appointment of the selected **Crisis Communication Consultant**.

Cover under this Extension is limited to £5,000 per circumstance or where more than one **Insured Person** is named in the **Claim** or circumstance, £5,000 per **Insured Person**.

Policy Extensions continued

(This section only applies if stated in the Policy Schedule)

However, in no event shall the cover under this Extension exceed £50,000 in the aggregate during the **Period of Insurance**, such amount being part of the **Limit of Liability**.

Crisis Communication Consultant panel companies (and not the **Insurer**) will during the **Period of Insurance**, upon receipt of a written request from the **Policyholder**, offer at no additional charge:

- **i** one private crisis communication briefing session for the benefit of directors, executive officers and invited employees of the **Policyholder**.
- **ii** a written manual covering core crisis communication issues.

The services of a **Crisis Communication Consultant** referred to in this Extension are provided to an **Insured Person** by the **Crisis Communication Consultant** directly, as its client, without the supervision of the **Insurer**. Accordingly the **Insurer** cannot and does not make any warranties, guaranties or representations with respect to any such services or any failure to provide the same; and the **Insurer** shall have no liability for acts, errors or omissions of any **Crisis Communication Consultant** or otherwise for damages from the use of, or inability to use any such services.

4 Identity Fraud Investigation Costs

If parties other than any employee or person with the authorisation of the **Company** enter into agreements with any third party organisation fraudulently representing themselves as the **Company** then the **Insurer** will pay any reasonable and necessary fees, costs and expenses incurred by the **Company** in establishing that such fraudulent misrepresentation has occurred should the third party organisation seek to enforce such agreements against the **Company**.

The **Insurer's** total liability under this extension is £50,000.

5 Court Attendance Costs

The **Insurer** will pay to the **Company** £150 per **Insured Person** for each day (or part thereof) any such **Insured Person** is required to attend court or an **Investigation** in connection with a **Claim** for which there is cover under this policy.

Total liability under this extension of cover in respect of all **Insured Persons** is £10,000.

6 Company Entity Cover – Cover D

The following Cover is added to this **Policy** where specified in the **Schedule** as being "Insured"

Cover

D Company Entity Cover

- **i** The **Insurer** will pay to or on behalf of the **Company** all **Loss** resulting from a **Claim** against the **Company**.
- **ii** The **Insurer** will pay to or on behalf of the **Company** all **Investigation Costs** in respect of an **Investigation** under the Health and Safety at Work Act 1974.
- **iii** The **Insurer** will pay to or on behalf of the **Company** all **Investigation Costs** in respect of an **Investigation** under the Corporate Manslaughter and Corporate Homicide Act 2007. Provided that:
  - **a** the aggregate liability of the **Insurer** under this Cover **D** for the **Period of Insurance** and **Discovery Period** in respect of all **Loss** and **Investigation Costs** covered by the provisions of this Cover **D** regardless of the number of claims for indemnity under this Cover **D** and/or the number of entities who may claim shall not exceed the **Limit of Liability**
  - **b** a **Deductible** of £5,000 will apply in respect of each and every **Claim** under this Cover **D**, provided always that this **Deductible** will not apply to any **Claim** which is successfully defended

Policy Extensions continued

(This section only applies if stated in the Policy Schedule)

Definitions

The following Definition is amended for the purpose of Cover **D** only:

Insured Person shall include the **Company.**

The following Definition is added to this **Policy** for the purpose of Cover **D** only:

Pollutants

Any substance, solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance, or contaminant including but not limited to asbestos or asbestos products, mycota or by-products, lead or lead containing products, smoke, vapours, dust, fibres, mould, spores, fungui, germs, soot, fumes, acids, alkalis, chemicals, air emissions, odour, waste water, oil, oil products, medical waste, and waste materials. Waste materials include but are not limited to recycled, reconditioned or reclaimed nuclear materials.

The following Definition is deleted and replaced by the following for the purpose of Cover **D** only:

Wrongful Act

Any actual or alleged misstatement, misleading statement, error, omission, negligence, breach of trust or breach of duty by the **Company**, but not including any **Employment Practice Wrongful Act**.

Exclusions

The following Exclusions are added to the Exclusions of this **Policy** for the purposes of Cover **D** only:

The **Insurer** shall not be liable for any **Loss** or any **Investigation Costs**:

1 **Company Entity Cover – Patent Copyright**
arising out of, based upon, or attributable to any actual or alleged infringement, misappropriation or violation of any copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.

2 **Company Entity Cover – Contractual Liability**
arising out of, based upon, or attributable to any actual or alleged contractual liability assumed by the **Company** under any contract or agreement; provided that this Exclusion shall not apply to:
- i **Defence Costs** for a **Claim** brought against the **Company**;
- ii any contractual liability assumed by the **Company** under any lease agreement up to a sublimit of £50,000.

3 **Company Entity Cover – Pollutants**
arising out of, based upon, or attributable to **Pollutants**; provided that this Exclusion shall not apply to:

any **Claim** against the **Company** instigated by any shareholder or group of shareholders of the **Company** directly or in the name of the **Company** without the solicitation, voluntary assistance or participation of any **Insured Person**.

This exclusion shall not apply to **Defence Costs** up to a sublimit of £100,000.

4 **Company Entity Cover – Claims**
arising out of, based upon, or attributable to any **Claim** brought or maintained by or on behalf of any **Company**.

5 **Company Entity Cover – Employment Practice Wrongful Act**
arising out of, based upon, or attributable to any **Claim** against the **Company** for an E**mployment Practice Wrongful Act**.

6 **Company Entity Cover – Tax Obligations**
arising out of, based upon, or attributable to any **Claim** against the **Company** for direct or indirect tax obligations of any kind.

Policy Extensions continued

(This section only applies if stated in the Policy Schedule)

The following Exclusions shall apply to Cover **Di** only:

7 Company Entity Cover – Bodily Injury and Property Damage

for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This exclusion shall not apply to **Defence Costs** up to a sublimit of £100,000.

Policy Exclusions

The **Insurer** shall not be liable for any **Loss** or any **Investigation Costs**:

1 Behaviour
arising out of, based upon or attributable to:

- **a** the committing of a dishonest or a fraudulent act; or
- **b** the **Insured Person** gaining any personal profit, remuneration or advantage to which they were not legally entitled.

This Exclusion shall only apply to an **Insured Person** if such behaviour is established by:

- **i** a final decision of a court, tribunal or regulator in the underlying proceedings; or
- **ii** written admission of the **Insured Person**.

2 Prior Claims/Circumstances
arising out of, based upon or attributable to:

- **a** any **Claim**, **Investigation** first made or commenced prior to the inception date of this **Policy** including any **Related Claim** thereto irrespective of when it arises; or
- **b** circumstances which have been notified under any other policy or certificate of insurance providing management liability cover and which attaches prior to the inception date of this **Policy**.

3 Prior and Pending Litigation
arising out of, based upon, or attributable to:

- **a** any legal or arbitral proceeding involving any **Company** or **Outside Entity** or any **Insured Person** initiated prior to, or pending at the **Prior/Pending Litigation Date**; or
- **b** any fact, circumstance, situation, transaction or event underlying or alleged in such proceeding or alleging or deriving from the same or essentially the same facts, or that has the same source or cause as the matters alleged in such litigation;

regardless of the legal theory upon which the **Claim** against the **Insured Person** is predicated.

4 Bodily Injury and Property Damage
for bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused, or damage to or loss of or destruction of any tangible property including loss of use thereof.

This Exclusion shall not apply to:

- **a** **Defence Costs** of any **Insured Person** who is a natural person; or
- **b** mental anguish or emotional distress or disturbance in respect of an **Employment Practice Wrongful Act**.

5 Professional Services
in connection with any **Claim** alleging, arising out of, based upon or attributable to the **Company** or an **Insured Person's** performance of or the failure to perform professional services for others, or any act, error or omission relating thereto.

This Exclusion shall not apply to functions carried out by the Policyholder in their capacity as Residents' Associations, Residential Limited Management Companies and Right To Manage Companies, including but not limited to:

- **a** Collecting service charge
- **b** Arranging insurance
- **c** Managing building maintenance including gardens
- **d** Assist in disputes between residents

Policy Exclusions continued

e Filing HMRC returns
f Ensure compliance with statutory requirements
g Attend AGM, vote in and out of directors, officers and secretaries

6 USA/Canada
any **Claim** instituted or pursued:

a in the **United States of America**, or Canada including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise
b in which it is contended that the laws of the **United States of America**, or Canada should or do apply
c which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the **United States of America**, or Canada

7 Cyber Event
Any Loss. damage, fees, costs, charges, expenses or liability in connection with any Claim arising out of, based upon or attributable to any Cyber Event

For the purposes of this Exclusion

Cyber Event means any actual, alleged or suspected:

A Damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorised or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the Insured, an independent contractor or an outsourced service provider of the Insured Company; and/or

B Unauthorised access to or use of any personal information, personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the Insured, an independent contractor or an outsourced service provider of the Insured Company; and/or

C Non-physical and technological failure of the Company's Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the Insured Company's business caused by such event(s); and/or

D Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilising the Company's Computer System. This includes, but is not limited to, any interruption of the Insured Company's business caused by such event(s); and/or

E Interruption of the Insured Company's business caused by an accidental, unintentional or negligent act, error or omission of the Insured person in the operation or maintenance of the Company's Computer System which causes total or partial unavailability of the Company's Computer System; and/or

F Breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

Policy Exclusions continued

For the purposes of items (A) and (C) of Cyber Event definition, data includes but is not limited to personal information, personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the Insured Company or its outsource service provider(s) for the purpose of storing and processing the Insured Company's electronic data or software.

Automatic Extension is hereby deleted.

All other terms, conditions, provisions, Exclusions and limitations of this Section otherwise remain unchanged.

Policy Claims Conditions

1 Circumstances

If during the **Period of Insurance** an **Insured Person** first becomes aware of circumstances which are reasonably expected to give rise to a **Claim** under this **Policy**, then the **Policyholder** or any **Insured Person** may give notice thereof to the Insurer in the manner and at the address identified in the Claim Notification Condition below. In order for such notice to be effective, the notification of the circumstances must be made in writing, given during the **Period of Insurance** and include at least the following:

- **a** a statement that it is intended to serve as notice of circumstances of which an **Insured Person** has become aware which are reasonably expected to give rise to a **Claim**;
- **b** the reasons for expecting such **Claim** (including full particulars as to the nature and date of the possible **Wrongful Act**);
- **c** the identity of any potential claimant;
- **d** the identity of any **Insured Person** involved in such circumstances; and
- **e** the date on, and manner in which, the **Insured Person** first became aware of such circumstances.

If during the **Period of Insurance** circumstances are notified in accordance with the requirements of this Condition, then any later **Claim** arising out of, based upon or attributable to such notified circumstances shall be accepted by the **Insurer** as having been made at the same time as the circumstances were first notified to the **Insurer**.

There shall be no cover under this **Policy** with respect to any such **Claim** or **Related Claim** where the circumstances have not been notified in accordance with this Condition.

2 Claim Notification

The **Policyholder** or any **Insured Person** shall give written notice to the **Insurer** of any **Claim** first made against an **Insured Person** or any **Investigation** or first made during the **Period of Insurance** (or **Discovery Period**, if applicable) as soon as reasonably practicable during the **Period of Insurance** (or **Discovery Period**, if applicable). In the event that it has not been practicable for the **Policyholder** or the **Insured Person** to give notice during the **Period of Insurance** (or **Discovery Period**, if applicable), then written notice may be given within 90 days of the expiry date of the **Period of Insurance** (or **Discovery Period**, if applicable). Such notice shall be deemed to have been given during the **Period of Insurance**.

There shall be no cover under this **Policy** with respect to any **Claim** which has not been notified in accordance with this Condition.

All notifications must be in writing to:

Allianz Claims
Allianz Insurance plc
PO Box 5290
Worthing
BN11 9TB

or by telephone to **0344 893 9500**
(lines are open 9am to 5pm Monday to Friday)

3 Defence and Settlement

It shall be the duty of each **Insured Person** to defend any **Claim** made against it. The **Insurer** shall be entitled to participate fully in the investigation, defence and negotiation of any settlement of any **Claim** that involves or appears reasonably likely to involve the **Insurer**.
In respect of any **Claim** brought or maintained by, on behalf of or at the instigation of any **Company**, **Insured Person**, **Outside Entity** or any of their respective directors or officers other than an **Acknowledged Insured vs. Insured Claim**, the **Insurer** shall have the right (but not the duty) to control the investigation, defence and negotiation of any settlement of such **Claim**.

Policy Claims Conditions continued

Other than as provided in Definitions **Defence Costs a ii**, no **Defence Costs** shall be incurred without the prior written consent of the **Insurer**. Such consent shall not be unreasonably withheld or delayed.

The **Insurer** shall pay covered **Defence Costs** to or on behalf of the **Insured Person** on an as incurred basis prior to final disposition or adjudication of the **Claim** upon receipt of sufficiently detailed invoices. However, any such payments made by the **Insurer** which are subsequently determined not to be covered by this **Policy** shall be returned by the **Policyholder** or **Insured Perso**n to the **Insurer** on demand and the **Policyholder** shall also be jointly and severally liable with the **Insured Person** to make such payment to the **Insurer** except in the case of **Non-indemnifiable Loss**.

The **Insured Person** shall assert all appropriate defences and cross claims for contribution, indemnity or damages. The **Insured Person** shall not admit liability for or settle or attempt to settle any **Claim** without the prior written consent of the **Insurer**. Such consent shall not be unreasonably withheld or delayed.

The **Insured Person** shall at its own cost and in a timely fashion provide to the **Insurer** all information and assistance as the **Insurer** may reasonably require.

4 Related Claims

If during the **Period of Insurance** (or any applicable **Discovery Period**) a **Claim** or **Investigation** is notified in accordance with the requirements of this **Policy**, then any **Related Claim** made after expiry of the **Period of Insurance** (or the applicable **Discovery Period**) shall be accepted by the **Insurer** as having been:

- **a** made at the same time as such notified **Claim**, or **Investigation** was first made; and
- **b** notified at the same time as such notified **Claim**, or **Investigation** was first notified to the **Insurer**.

All **Related Claims** shall be deemed to be one single matter and deemed to be made at the same time as the first of such **Related Claims** was made or is deemed to have been made.

5 Dispute Resolution

Where, following receipt by the **Insurer** of all information reasonably required to provide such decision:

- **a** a final decision has been given by the **Insurer** regarding any aspect of this **Policy** or any matter relating to cover hereunder;
- **b** that decision is disputed between the **Insurer** and an **Insured Person**; and
- **c** such dispute cannot be resolved within 14 days of the date on which such decision is communicated to the **Insured Person** or its insurance broker, the dispute shall be referred to arbitration by either party under The Insurance & Reinsurance Arbitration Society ("A.R.I.A.S (UK)") Arbitration Rules (save as set out below).

The Arbitration Tribunal (the "Tribunal") shall consist of three arbitrators, one to be appointed by an insured party involved in the arbitration, one to be appointed by the **Insurer** and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then, upon application, A.R.I.A.S (UK) shall appoint an arbitrator to fill the vacancy. At any time prior to such an appointment by A.R.I.A.S (UK) the party or arbitrators in default may make such appointment.

Policy Claims Conditions continued

The Tribunal may at its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The seat of arbitration shall be London, England and the law governing the arbitration shall be the law of England & Wales.

6 Allocation

If an **Insured Person** incurs any **Loss** arising out of a **Claim** or any **Investigation Costs** in connection with an **Investigation** that includes both covered and non-covered matters or that is made against both covered and non-covered parties, then the **Insured Person** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation of the proportion of the **Loss** or **Investigation Costs** covered hereunder, having regard to the relative legal and financial exposures.

If an allocation cannot be agreed between the **Insured Person** and the **Insurer**, then the parties agree that it shall be determined, having regard to the relative legal and financial exposures, by a Queens Counsel to be mutually agreed upon, or in default of agreement to be nominated by the Chairperson of the Bar Council. Such Queens Counsel shall act as an expert and not an arbitrator and their determination shall be based upon the written submissions of the parties and shall be final and binding on the parties.

There shall be no obligation on the Queens Counsel to provide reasons unless specifically requested by the **Insured Person** or the **Insurer**.

The costs of any reference to expert determination under this Condition shall be borne equally by both the **Insured Person** seeking the determination and the **Insurer**.

7 Priority of Payment of Claims

If the **Insurer** is liable to make any payment for **Loss** or **Investigation Costs** covered under this **Policy**, then at the time that such payment is due the **Insurer** will (subject always to the **Limit of Liability**):

- **a** first, seek to agree with the **Insured Person** and/or **Company** entitled to such payment to pay any **Loss** and **Investigation Costs** for which cover is provided to a natural **Insured Person**;
- **b** thereafter, where **Loss** or **Investigation Costs** remain for which cover is provided to a **Company**, the **Insurer** may request the **Policyholder** to elect in writing:
  - **i** to stipulate the order and the amounts in which such **Loss** or **Investigation Costs** are to be discharged; or
  - **ii** to receive such balance to be held on behalf of any **Company** who has incurred such Loss or **Investigation Costs**.

In the event that no such agreement can be reached, the **Insurer** shall make payments as they fall due under this **Policy** without regard to this Condition. In the event that the **Company** becomes insolvent, this Condition shall not relieve the **Insurer** of the obligation to seek to agree to prioritise payment of **Loss** or **Investigation Costs** under this **Policy**.

Subject to the **Limit of Liability**, payment pursuant to this Priority of Payment of Claims Condition shall fully discharge the **Insurer** from its obligations under this **Policy**.

8. Subrogation

In the event of a payment under this **Policy**, the **Insurer** shall be subrogated to all applicable rights of recovery of the **Policyholder** and any **Insured Person** in respect of such payment. In addition, the **Policyholder** and **Insured Person** shall execute all and any documentation and undertake any action necessary to enable the **Insurer** to bring a recovery action or suit (at the **Insurer's** option) in the name of the **Insurer** or (as applicable), the **Policyholder** or **Insured Person**. Any recovery received shall first be applied against any payment made by the **Insurer** with any balance remaining thereafter being remitted to or retained by the **Policyholder** or **Insured Person**.

Policy Claims Conditions continued

The **Insurer** shall not exercise any right of subrogation against an **Insured Person** unless it is established that such **Insured Person** has committed a deliberate criminal act or obtained any profit or advantage to which such **Insured Person** was not legally entitled in accordance with Exclusion 1.

9 Premium Payment

The **Insured** must pay to the **Insurer** all premiums due to the **Insurer** together with all taxes due on the premiums. If the **Insured** then fails to pay such amount within fourteen (14) days of the **Insurer** giving notice to the **Insured** of the default in payment the **Insurer** may cancel this **Policy** by giving fourteen (14) days' notice in writing to the **Insured**.

Policy General Conditions

1 Severability

For the purposes of determining the availability of coverage under this **Policy** (including the application of any Exclusion), no fact pertaining to, knowledge possessed by, or conduct of one **Insured Person** shall be imputed to any other **Insured Person**.

2 Non-Avoidance

The **Insurer** shall not avoid this **Policy** or any severable part of the **Policy** or exercise any other legal remedy on the grounds of misrepresentation or non-disclosure, save in the case of fraudulent misrepresentation or fraudulent non-disclosure.

If there has been fraudulent misrepresentation or fraudulent non-disclosure, then the **Insurer** shall be entitled to avoid this **Policy** ab initio with respect to:

- **a** an **Insured Person** who has fraudulently misrepresented or fraudulently non-disclosed material information prior to the conclusion of this contract; or
- **b** cover for the **Company** under Cover **B**, Cover **C** and Cover **D** (where operative) where the fraudulent misrepresentation or fraudulent non-disclosure was made by the chief executive officer and/or the chief financial officer and/or the chief operating officer and/or the chief risk officer or equivalent position of that **Company** or of the **Policyholder**.

3 Change of Control

The **Insurer** shall not be liable for any **Loss** or any **Investigation Costs** arising out of, based upon or attributable to a **Wrongful Act** committed after a **Change of Control** or in respect of any **Company** when an administrator, liquidator or receiver (or the equivalent in any jurisdiction) is appointed to such **Company**.

If during the **Period of Insurance**, in respect of any insured limited liability partnership:

- **a** the number of members of the limited liability partnership becomes reduced to 50% or less of the number of members of the limited liability partnership at the start of the **Period of Insurance**, or
- **b** the number of members of the limited liability partnership at the start of the **Period of Insurance** is 10 or more and, during the **Period of Insurance**, that number becomes increased by 100% or more the limited liability partnership must give written notice of that reduction or increase, and such information as the **Insurer** may require, to the **Insurer** within 90 days following the time when that reduction or increase is reached. The **Insurer** shall have the right to amend the terms of this cover, including charging an additional premium and including terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs.

4 Acquisition, Creation or Disposal of Another Company

The **Insurer** will automatically extend the indemnity available under this policy where the **Company** establishes or acquires a new **Subsidiary** during the **Period of Insurance**, provided that the newly established or acquired **Subsidiary**:

- **a** is registered and domiciled in the United Kingdom
- **b** is not quoted on any stock exchange, and
- **c** does not have gross consolidated assets in excess of 30% of the gross consolidated assets of the **Company** as declared in the **Company's** last audited accounts.

Unless automatic coverage, as set out above, the **Company** must:

- **a** give the **Insurer** written notice of any such events as soon as practicable, together with such additional information as the **Insurer** may require, and
- **b** accept any notified alteration to the terms of this policy, and
- **c** pay any additional premium required by the **Insurer**.

Unless otherwise agreed, the **Insurer** will only provide indemnity for **Loss** in respect of a **Wrongful Act** committed after the date the new or additional **Subsidiary** was established or acquired by the **Company**.

Policy General Conditions continued

In the event of the liquidation or sale of a **Subsidiary** during the **Period of Insurance**, the **Insurer** will continue to provide an indemnity for **Loss** in respect of such a **Subsidiary**, but only in respect of any **Wrongful Act** committed prior to the date of liquidation or sale.

5 Liquidation

In the event of the **Company's** liquidation, this policy shall remain in force until the expiry date of the **Period of Insurance** where the full premium for the policy has been paid. The **Insurer** will continue to provide indemnity but only in respect of any **Claim** or other covered **Loss** which is the result of a **Wrongful Act** committed prior to the date of liquidation. Where the premium is paid by instalments and any amounts remain unpaid at the date of liquidation, then all cover under this policy will cease with effect from the date of liquidation.

The date of liquidation will be deemed to be the date on which

- **a** resolution for voluntary liquidation is passed by the **Company**, or
- **b** a petition for compulsory liquidation is presented to the relevant authority.

6 Assignment

This **Policy** and any rights under or in respect of it cannot be assigned by the **Policyholder** or any **Insured Person** without the prior written consent of the **Insurer** and any assignment in breach of this Condition shall be null and void.

7 Governing Law and Jurisdiction

Unless agreed otherwise by the **Insurer**:

- **a** the language of the Policy and all communications relating to it will be English; and,
- **b** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

8 Contracts (Rights of Third Parties) Act 1999

This **Policy** is not intended to confer any directly enforceable benefit upon any third party other than a **Company** or an **Insured Person** and no other third parties shall acquire any rights in relation to this **Policy** under the Contracts (Rights of Third Parties) Act 1999, or any re-enactment thereof, to enforce any term of this contract or otherwise.

9 Plurals, Headings and Titles

The descriptions in the headings and titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

10 Deductible

A **Deductible** shall apply with respect to each and every **Claim** other than for **Non-indemnifiable Loss**.

In the event that the **Policyholder** and/or the relevant **Subsidiary** does not indemnify an **Insured Person**, the **Insurer** shall advance the **Loss** covered by the provisions of this **Policy** to such **Insured Person**. However, any applicable **Deductible** shall then become immediately payable by the **Policyholder** and/or the **Subsidiary** to the **Insurer**.

11 Other Insurance

Unless otherwise required by law, cover under this **Policy** is provided only as excess over any other valid and collectible insurance, unless such insurance is written as specific excess insurance over the **Limit of Liability**.

Other insurance shall be regarded as valid and collectible if there is an entitlement to indemnity thereunder in respect of **Loss** covered under this **Policy**, or if there would be such an entitlement to indemnity but for the existence of this **Policy** and/or but for any provision in such other policy to the same or similar effect as General Condition 9 of this **Policy**.

Policy General Conditions continued

12 Sanctions

This **Policy** does not provide any cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose **the Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this **Policy** will consider the sanction, prohibition or restriction to remain in force

13 Administration

The **Policyholder** shall act on behalf of itself and each and every **Subsidiary** and each and every **Insured Person** with respect to:

- **a** **Claim** notifications;
- **b** the necessary notifications regarding any new **Subsidiary**;
- **c** the payment of the premium and any additional premiums and the receipt of return premiums that may become due under this **Policy**;
- **d** the receipt and acceptance of any endorsements issued by the **Insurer** to form part of this **Policy**; and
- **e** the exercising or declining of any right to a **Discovery Period**.

Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Allianz Complaints Team at:

Allianz Complaints Team
Allianz Insurance plc
PO Box 5291
Worthing
BN11 9TD

Telephone number: **01483 552 438**
Fax number: **01483 790538**
Email: acccsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Privacy Notice Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

When we refer to "we", "us" and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here: allianz.co.uk/about-allianz/our-organisation.html#azuk

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

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 2011.

The Database assists individual consumer 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 as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- **i** to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- **ii** to identify 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 elto.org.uk.

Lansdown Insurance Brokers is a trading name of South Essex Insurance Brokers Ltd.
Authorised and Regulated by the Financial Conduct Authority.

Registered address: Beaufort House, Brunswick Road, Gloucester, GL1 1JZ.

Company registration number: 6317314. Registered in England

Allianz Insurance plc.
Registered in England number 84638
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

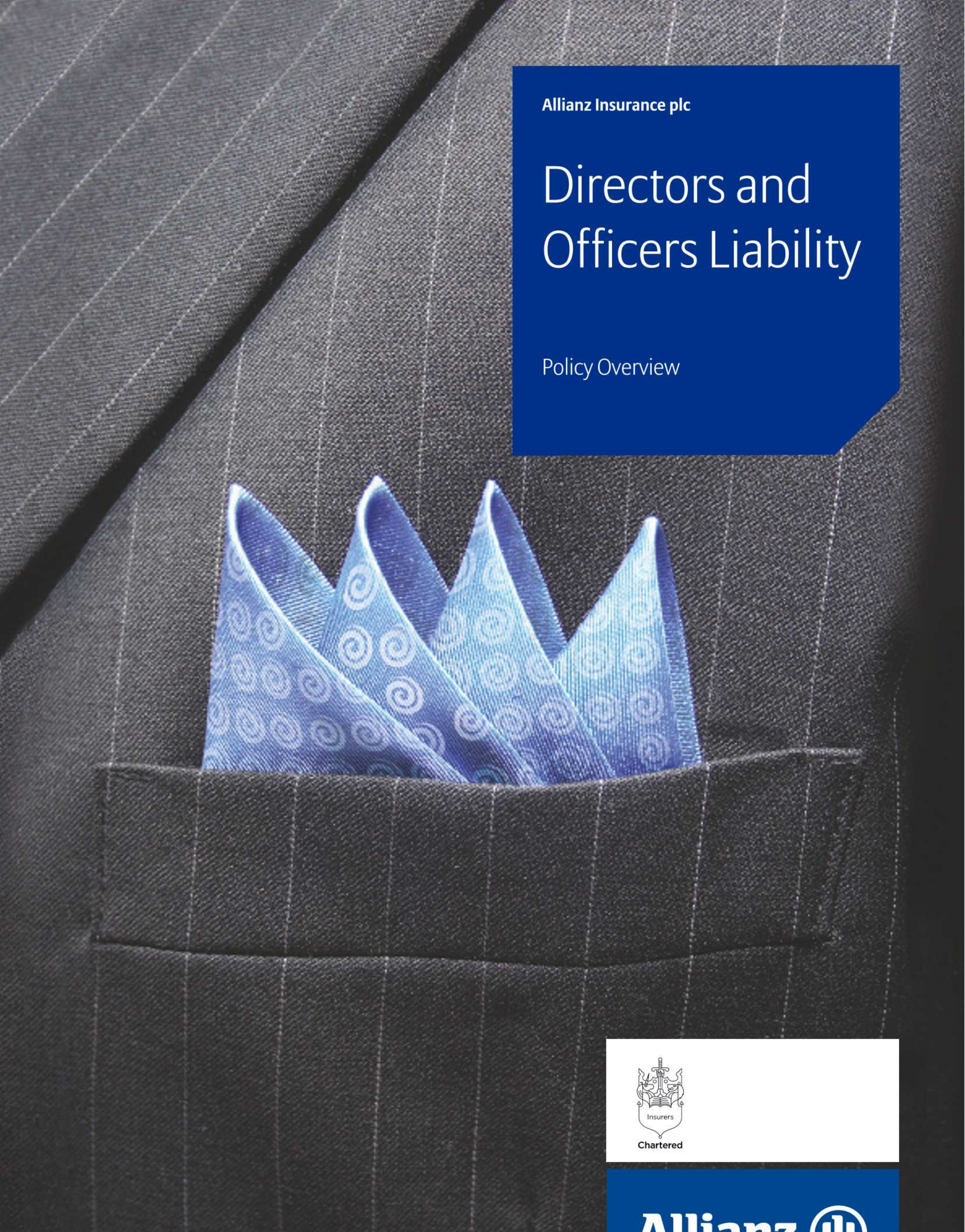
Financial Services Register number 121849.

ACOM6712_7 12.24

Allianz Insurance plc

Directors and Officers Liability

Policy Overview



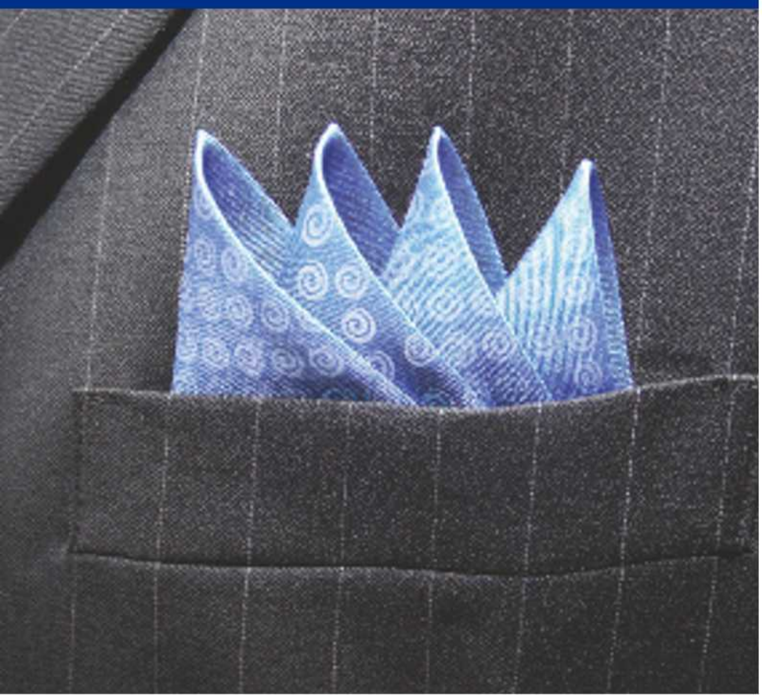
Insurers

Chartered

Allianz

LANSDOWN INSURANCE BROKERS

Contents



Allianz Insurance plc is one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We will work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

Policy Overview

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is Complete Directors & Officers?

Directors and Officers Liability insurance provides financial protection for directors in terms of their personal liability when managing their company in their capacity as a director, officer or manager.

This policy is underwritten by Allianz Insurance plc.

What is the Policy Duration?

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of premium paid, less an administration charge of £25 and an amount representing the cover you have received to date.

This is subject to certain terms and conditions, full details of which can be found in the policy wording. To cancel the policy, please contact the insurance adviser who arranged the policy.

Law Applicable

Unless agreed otherwise all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc, 57 Ladymead, Guildford, Surrey GU1 1DB

Alternatively:
Phone: 01483 552438
Email: acccsm@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit https://ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: acccsm@allianz.co.uk Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

How do I make a claim?

If you need to claim, your dedicated claims handler will help and guide you through the process.

You can notify us of a claim by: Telephone: 0344 893 9500.

Our claims helpline is available 9am to 5pm Monday to Friday.

Post: Allianz Claims
PO Box 10509, 51 Saffron Road,
Wigston LE18 9FP

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

Directors & Officers Liability Insurance

Residents of a block of flats or residential property may have established a formal Residents' Association or Residents' Management Company. This may be to oversee the upkeep and maintenance of their property, but in certain circumstances may also involve financial and legal matters concerning the property.

In doing so, the members of such an association or company may act in the capacity of a director, company secretary, trustee, non executive director or other similar "officer" role.

These are positions of trust and individuals must act accordingly. They will be liable for any act which is negligent, outside their authority, or in breach of duty or trust.

Individuals in these roles accept responsibility for directing its affairs, ensuring that it remains solvent, well run and meets the aims for which it has been established.

In undertaking such activities individuals face numerous duties, rules, regulations and responsibilities. These include the need to ensure:

- compliance with health and safety legislation so that the property is safe and any boilers, lifts, electrical installations in common areas are regularly inspected to meet statutory requirements, and complying with such legislation relating to employees, association members and the general public;
- that the finances of the association or company are in order;
- compliance with relevant company law – for associations or company's that are formally established as companies;
- compliance with employment law – for any association or company employing staff (this may also include unpaid volunteers);
- compliance with legislation concerning racial, sexual and age harassment and discrimination, or protecting vulnerable individuals.

In addition the association or company may find themselves involved in legal proceedings as a result of public statements made or even disputes over the use of the association's or company's funds.

Individuals acting in such a role are potentially placing their personal assets at risk if an allegation is made where they have failed to use reasonable care and skill in executing their duties. Even if a legal action is successfully defended it may still involve incurring significant legal fees.

Anyone who takes on a management or administration position in a Residents' Association or Residents' Management Company should carefully consider the need for Directors & Officers insurance.

Directors & Officers Liability Insurance

Significant Features and Benefits

- Directors & Officers Liability
  Cover against legal defence costs and expenses and settlements or damages awarded against insured persons for which they are personally liable for an actual or alleged Wrongful Act:
  - breach of duty or trust
  - neglect, error or omission
  - misrepresentation, misstatement or misleading statement
  - libel, slander, defamation
  - breach of contract
  - breach of warranty of authority.

  Wrongful Act also includes
  - any violation of the Companies Act 2006
  - shareholders derivative actions
  - employment practice related acts
  - any violation of the Bribery Act 2010
  - any other matter claimed against an insured person whilst in their capacity as an insured person.

  Insured Person includes
  - past, present and future trustees, committee members, directors, officers, de facto directors and outside directors
  - employees in a managerial or supervisory capacity
  - an employee where named as a defendant in connection with an employment practice dispute or co-defendant to any action
  - automatically extends to include spouses/civil partners, heirs, estates and legal representatives of deceased directors and officers where they are pursued as part of a claim against an insured person.
- Reimbursement Cover
  Cover to provide for the reimbursement of the association or company for claims paid on behalf of its directors and officers where it has indemnified or agreed to indemnify the individual concerned.
- Investigation Additional Cover
  Costs and legal expenses of individuals in connection with the preparation for or attendance at official and professional investigations into their actions or those of the association or company are automatically covered up to the Limit of Liability.

  Additional cover is provided which will operate prior to the actual identification of a wrongful act, and from when the attendance of an insured person is first required to attend or becomes aware of such investigation.

Significant Exclusions or Limitations

- Claims Made
  Cover is provided on a claims made basis, meaning that the insurance only covers claims first made and circumstances first notified to us during the period of insurance or any discovery period (if applicable).
- Limit of Liability
  The Limit is the total amount payable in respect of all costs arising from a single Claim during the Period of Insurance.

  Sub limits apply to:
  - Reputational Crisis Costs - £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance
  - Emergency Defence Costs - limit 10% of the Limit of Liability
  - Foreign Corrupt Practices Act - limit £1,000,000
  - Entity Cover Extension

  Sub limits are part of and not payable in addition to the Limit of Liability, and are subject to the overall Limit of Liability.

Exclusions
- Proven fraud, dishonesty, illegal profit or remuneration where established by final judgement or adjudication or admission by an insured.
- Prior claims or circumstances where known or aware of at the inception date of cover or where notified under a prior cover.
- Litigation or arbitration proceedings initiated or pending at the Prior/Pending Litigation date.
- Trustee; cover will not apply for any individual acting in the capacity of trustee of any trust fund, pension scheme, employee benefit scheme or similar scheme.
- Bodily injury or property damage; this exclusion does not apply in respect of Employment Practice liability or corporate manslaughter proceedings.
- Insured versus Insured actions except as specifically provided for under the Acknowledged Insured vs Insured Cover.
- Performance or failure to perform professional services.
- Any Claim instituted or pursued in the United States of America.
- Cover generally excludes:
  - criminal fines and criminal penalties
  - remuneration or employment related benefits
  - a direction or contribution notice by the Pensions Regulator
  - taxes except where the personal liability of a director for non-payment of corporate taxes is established by law and indemnity by the association or company is not available
  - amounts uninsurable under the law applicable except punitive or exemplary amounts or the multiplied portion of multiple damages
  - punitive or exemplary damages for an Employment Practice Wrongful Act.

Directors & Officers Liability Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
• **Health & Safety & Corporate Manslaughter** Covers defence costs and legal representation expenses should the insured find themselves subject to proceedings for an offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or for a breach of the Health & Safety at work Act 1974, including cover arising under equivalent legislation in another jurisdiction. • **Employment Practice Wrongful Act** Covers claims made against any insured person in respect of employment disputes such as those involving: - unfair and wrongful dismissal - harassment - discrimination and retaliation - failure to employ or promote - violations of the Employment Rights Act 1996. relating to the past, present or future employment of an individual, other than to the extent that the insured person is indemnified by the association or company. • **Outside Entity** Provides blanket protection for any external directorships held by insured persons at the specific request of the association or company. An outside entity is not subject to any minimum ownership threshold, and will include any entity (including a not for profit entity) that is not a subsidiary or financial institution or have any of its securities listed in the United States of America. • **Discovery Period** In the event that cover is not renewed or replaced, cover automatically extends to allow a 90 day period for claims to be made, free of charge, with the option to extend this period up to 3 years at an additional premium. We can also provide a period of up to a further six years upon request, and at our discretion, in the event of a change of control.	

Directors & Officers Liability Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
Cover includes costs in respect of any investigation.	
• **Reputational Crisis Costs** Costs incurred in seeking the services of a crisis management firm or public relations consultant in order to mitigate the adverse effect on an insured's reputation as a result of a claim, circumstance or extradition proceeding. We have an agreement with a panel of professional advisers to provide assistance in the event of a reputational crisis. Alternatively, you may use a service provider of your choice as required.	• A sub-limit of £5,000 any one circumstance/person and £50,000 in the aggregate in the period of insurance applies to this extension. • If you do not wish to use our panel adviser, you must obtain our prior written consent to use the service provider chosen.
• **Bodily Injury / Property Damage Cover** Cover for defence costs up to the Limit of Liability should an individual be faced with an allegation involving bodily injury or property damage and the association or company not provide them with indemnification.	
• **Whistle blowing Legislation** Cover includes protection for whistleblower incidents such as those falling under the Public Interest Disclosure Act 1998.	
• **Bribery Act 2010 & Foreign Corrupt Practices Act** Provides cover for civil fines and penalties imposed in relation to the Bribery Act 2010, the Foreign Corrupt Practices Act or similar legislation.	• A sub limit of £1,000,000 applies in respect of the Foreign Corrupt Practices Act.
• **Pollution Cover** Cover for pollution is provided up to the Limit of Liability where indemnity is not available from the association or company. Cover is also provided for shareholder derivative actions.	
• **Acknowledged Insured vs Insured Claims** Cover is provided for one insured person making a claim against another insured person for - Employment Practice claims - Claims brought by liquidators or receivers - Contribution or indemnity matters resulting from other claims - Shareholder derivative actions - Claims brought by former directors or officers - Whistleblower situations.	

Directors & Officers Liability Insurance

Significant Features and Benefits

- **Offering of Securities**
  Cover is automatically provided in the event that funds are raised in respect of any public or private debt offering anywhere in the world.
- **Entity Cover Extension**
  This extension provides cover to specifically protect the association or company as opposed to its directors and officers, and enables liability claims to be brought directly against the association or company and for cover to respond on behalf of the association or company. Cover includes:
  - Legal defence costs and expenses and settlements or damages awarded against the association or company for an actual or alleged Wrongful Act
  - Investigation Costs in respect of an Investigation under the Health and Safety at Work Act 1974 or the Corporate Manslaughter and Corporate Homicide Act 2007.
- **Claims Notifications**
  Claims are not subject to restrictive 'condition precedent' reporting conditions. An extended notification period to report claims is provided up to 90 days after expiry of the period of insurance.
- **Allocation**
  To facilitate a quicker resolution of any allocation dispute that may arise regarding covered and non covered matters or parties, we commit to using our best efforts to agree a fair and proper allocation as to the proportion payable.
- **Priority of Payment of Claims**
  Condition that clearly states the order in which payment will be made and reflect the reality of claims payment situations. Allowance is made for the complexities which can occur in terms of when monies are actually due to the various parties involved but also allow adequate flexibility.

Significant Exclusions or Limitations

- Entity cover is subject to a sub-limit of £500,000 or 50% of the Section Limit of Liability whichever is the lower, and a deductible of £5,000 each claim applies unless successfully defended.
  This extension is subject to the cover general exclusions and conditions, and in addition excludes:
  - Employment Practice liability
  - liability relating to competition, restraint of trade, or deceptive acts and practices in trade and commerce
  - private placement or public offering of any securities
  - infringement of copyright, patent, trade marks, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any product or services
  - contractual liability except in respect of defence costs
  - pollution other than in respect of shareholders derivative actions
  - any trust fund, pension scheme, profit-sharing scheme or employee benefit scheme
  - claims brought or maintained by or on behalf of the association or company
  - bodily injury and property damage except in respect of Investigation Costs
  - efficiency or performance of any products or services except in respect of Investigation Costs
  - direct or indirect tax obligations
  - libel, slander, defamation or invasion of privacy.

Directors & Officers Liability Insurance

Significant Features and Benefits	Significant Exclusions or Limitations
• **Severability** Full severability is provided for you benefit. For the purposes of determining the availability of cover or applicability of any exclusion, the conduct of an insured person, or the knowledge possessed by an insured person shall not be imputed to any other insured person. • **Non-Avoidance** Condition waiving our rights to avoid the cover in the event of innocent non-disclosure. This ensures that cover cannot be withdrawn from innocent individuals under any circumstances. In the event of any fraudulent misrepresentation or non disclosure, cover can only be restricted for culpable, specific, individuals. • **Termination/Cancellation** Cover is non-rescindable by us (other than in respect of non payment of premium). • **Subrogation** Restricts our rights of subrogation against an individual insured unless the claim involves a deliberate criminal act or illegal profit or advantage. • **Assignment** In order to safeguard the individual insured's interests, cover cannot be assigned for the benefit of any other party without our prior agreement.	

Lansdown Insurance Brokers is a trading name of South Essex Insurance Brokers Ltd.
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